Project I-40-1(50) C
Topock - Kingman Highway
Colorado River Bridges
Interstate 40 - Topock
California Project 08-210501

INTERGOVERNMENTAL AGREEMENT

This Agreement, entered into this 8th day of November, 1978, by and between the STATE OF ARIZONA, acting by and thru its Department of Transportation, and by authority of A.R.S. 28-108, hereinafter called "ADOT" and the STATE OF CALIFORNIA, acting by and thru its Department of Transportation, and by authority of Section 6500, et seq, of the Governmental Code of California, hereinafter called "CALTRANS".

Purpose

The parties hereto wish to promote the safety of the traveling public by installing a concrete median barrier from approximately 0.5 mile in California across the Interstate Highway 40 bridge spanning the Colorado River to just East of the Topock Interchange at Topock, Arizona, in conjunction with safety Project I-40-1(50) C. Set forth herein are their respective responsibilities and obligations.

Responsibilities

1. Each party hereto shall be responsible for the design of any length of said concrete median barrier to be installed extending from its respective side of the Colorado River Bridge structures. CALTRANS shall be responsible for the design of said barrier across the entire length of the bridge.

2. ADOT shall be the lead agency to advertise, award, inspect and administer a contract for the construction of said median barrier in both states. ADOT shall submit bid information to CALTRANS for concurrence in award of contract. CALTRANS will incur no obligation for construction under this agreement until such concurrence has been given and thereafter shall be responsible for final inspection and approval of the work done on California soil.

3. CALTRANS' financial participation (estimated to be $113,000) shall shall be the amount necessary for construction, inspection and related incidentals for the length of the barrier on California soil, plus 50% of the cost of construction, inspection and related incidentals on the Colorado River Bridge structure. CALTRANS shall deposit with ADOT, prior to the awarding of the construction contract, an amount equal to the Engineer's estimate of its share plus $7,000 for inspection, and upon completion of construction shall pay any additional amount in excess of its initial deposit for actual costs of construction and inspection incurred for the length of the barrier for which CALTRANS is responsible; but in no event shall CALTRANS' obligation under this agreement exceed the amount of $113,000; provided that CALTRANS may, at its sole discretion, in writing, authorize a greater amount. In the event the actual costs incurred be less than CALTRANS' initial deposit the amount in excess of said deposit shall be promptly refunded by ADOT.

4. ADOT's financial participation shall be the amount necessary for construction, inspection, and related incidentals for the length of the barrier on Arizona soil plus 50% of the cost for construction, inspection and related incidentals on the Colorado River Bridge structure.

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5. The books, papers, records and accounts of the parties hereto, insofar as they relate to the items of expense, labor, materials, or are in any way connected with work herein contemplated, shall, at all reasonable times, be open to inspection and audit by agents and the authorized representatives of the parties hereto and the Federal Highway Administration, for a period not to exceed three years from the final payment.

6. Attached hereto are authenticated copies of the resolutions of ADOT and CALTRANS authorizing said entities to enter into the agreement, along with written determination by their respective counsel, that this agreement is in proper form and is within the powers and authority granted to "ADOT" and "CALTRANS".

7. This agreement shall be filed with the Arizona Secretary of State and shall become effective upon such filing.

8. This agreement shall remain in full force and effect until the construction work herein embraced has been completed in accordance with the terms of the construction contract or until earlier terminated by mutual agreement of ADOT and CALTRANS, or until January 1, 1980, whichever shall occur first in time.

9. In the event that CALTRANS is unable, for any reason, to deposit its share of the cost with ADOT then ADOT shall terminate the barrier at the bridges on the Arizona side with a suitable crash attenuator.

10. In the event that the funds allocated by the Federal Highway Administration to ADOT for this safety project are withdrawn or temporarily withheld or for any other reason ADOT is unable to complete the construction of the barrier in accordance with the construction plans then ADOT shall refund the entire amount of CALTRANS' deposit.

11. The maintenance of the median barrier located upon the bridge structure shall be governed by the provisions of the maintenance agreement executed by the parties to this agreement on January 29, 1953.

12. That obligations of CALTRANS under the terms of this agreement are subject to the allocation of resources by the Legislature and the California Transportation Commission.

13. That neither CALTRANS nor any officer or employee thereof shall be responsible for any damage or liability occuring by reason of anything done or omitted to be done by ADOT under or in connection with any work, authority or jurisdiction not delegated to CALTRANS under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, ADOT shall fully indemnify and hold CALTRANS harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADOT under or in connection with any work, authority or jurisdiction not delegated to CALTRANS under this agreement.

That neither ADOT nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority or jurisdiction delegated to CALTRANS under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CALTRANS shall fully indemnify and hold ADOT harmless from any liability imposed for injury (as defined

by Government Code Section 810.5) occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority or jurisdiction delegated to CALTRANS under this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed as of the day and year first above written.

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

Assistant Director
and State Engineer

Oscar T. Lyon Jr.
OSCAR T. LYON, JR., P.E.

APPROVED AS TO FORM

Recommended

James P. Kelly

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

District Director of Transportation
Approval Recommended

APPROVED AS TO FORM

Attorney, Dept. of Transportation

APPROVAL RECOMMENDED

CHIEF, OFFICE OF SERVICE ENGINEER

APPROVED

CHIEF, SERVICES BRANCH

Deputy Director for Engineering and Operations, California Department of Transportation.

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this the 28 day of November, 1978, before me, Jeanette Sutter, the undersigned Notary Public, personally appeared Oscar T. Lyon, Jr., P.E., Assistant Director and State Engineer, Arizona Department of Transportation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission expires:
My Commission Expires Nov 19, 1980

Jeanette Sutter
NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

The foregoing instrument was acknowledged before me this 8th day of NOVEMBER, 1978, by CE FORBES

In Witness Whereof, I have set my hand and official seal.

My Commission Expires:

Notary Public

OFFICIAL SEAL
CLYDE L. BASLER
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My comm. expires AUG 20, 1980

WHL:SK
5-29-78

R E S O L U T I O N

BE IT RESOLVED on this 18th day of May, 1978, that I, W. A. Ordway, Director of the Arizona Department of Transportation, have determined that pursuant to A.R.S. 28-108, it is in the best interest of the State of Arizona, that the Department of Transportation enter into this agreement with the State of California, Department of Transportation to construct safety median barriers on the I-40 bridges over the Colorado River at Topock, Arizona.

W. A. Ordway, Director
Department of Transportation

PROJECT REPORT

08-SBD-40 - R154.1/R154.7

MEDIAN BARRIER

ON INTERSTATE ROUTE 40, IN SAN BERNARDINO

COUNTY, FROM 0.5 MILES WEST OF, TO THE

ARIZONA STATE BORDER

APRIL 1978

APPROVED _____ District Director

DATE 5/1/78