Project: BP-031-1-813C
Highway: TUCSON-FLORENCE
(U.S. 89)
Section: Canada Del Oro

AGREEMENT
BETWEEN THE
STATE OF ARIZONA
AND
THE ESTES COMPANY,
an Arizona general partnership

THIS AGREEMENT entered into this 7th day of June, 1984 between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and the Estes Company, an Arizona General Partnership, hereinafter called "Estes".

WHEREAS, State is empowered by Section 28-1803 Arizona Revised Statutes to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of the State; and

WHEREAS, Estes wishes to enter into this agreement and has, by its letter of authority, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of Estes; and

WHEREAS, Estes desires a drainage channel and a box culvert for the purpose of conveying off-site drainage parallel to the Canada Del Oro Highway and has requested State to construct said drainage facility; and

WHEREAS, the total cost to construct said facility is estimated to be ONE HUNDRED THIRTY FOUR THOUSAND TWO HUNDRED FORTY DOLLARS ($134,240.00) which Estes agrees to pay in the manner set forth below; and

WHEREAS, both parties to this agreement agree that the items to be constructed and the approximate quantities of materials required are as set forth below:

ITEM	UNITS
1. Shotcrete (Channel)	945 Sq. Yds.
2. Soilcement (Channel)	1,230 Cu. Yds.
3. Class 'S' Concrete (Box Culvert)	184.4 Cu. Yds.
4. Reinforcing Steel (Box Culvert)	30,325 lbs.
5. Structure Excavation (Box Culvert)	350 Cu. Yds.
6. Structure Backfill (Box Culvert)	230 Cu. Yds.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Construct a lined trapezoidal channel beginning at approximate Engineers Station 621 and extending to approximate Engineers Station 637 in accordance with the design and plans by Dooley-Jones & Associates, identified as "Detail K" on Addendum #4 of the project plans

2. Construct three-6 ft. X 3 ft. concrete box culverts to be located right of Engineers Station 626 + 87 according to design by Dooley Jones & Associates and identfied as "Detail K" on Addendum #4 of the project plans.

3. Pay the ongoing costs of constructing said facility from the escrow account to be established by Estes for such purpose.

ESTES SHALL:

1. Pay State for all costs of constructing the drainage facility as aforesaid; the estimated cost of which is ONE HUNDRED THIRTY FOUR THOUSAND TWO HUNDRED FORTY DOLLARS ($134,240.00), including FIFTEEN PERCENT (15%) for field engineering and construction engineering costs; but not including any force account work or any work done as a result of change orders which are not now foreseen but which may arise during the course of construction, nor costs incurred by State as a result of contractor claims arising under

Paragraph 105.17 of State's publication entitled, "Standard Specifications for Road and Bridge Construction", 1982 edition, but only those costs for contractor claims concerning Detail K as aforesaid.

2. Upon execution of this agreement, place SIXTY SEVEN THOUSAND ONE HUNDRED TWENTY DOLLARS ($67,120.00) in an escrow account payable to State to be used by State to pay the ongoing costs of constructing said project. When the balance of said escrow account is reduced to TWENTY THOUSAND DOLLARS ($20,000.00) Estes will, upon notification by State, promptly deposit an amount sufficient to return the balance to FIFTY THOUSAND DOLLARS ($50,000.00) until such time as the remaining costs will not reasonably be expected to exceed that amount; after which time Estes need only keep in said escrow account an amount sufficient to cover all anticipated remaining costs. After completion of construction and payment of all costs and contracts and the drainage facility has been accepted by Estes, all money remaining in said escrow account shall be returned to Estes.

3. Save and hold harmless State or any of its departments, agencies, officers or employees for any sums which State or any of its departments, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for injury or damage to persons, property, or State right of way as a result of flooding occasioned by inadequacy of the aforesaid box culvert.

Estes further agrees that it shall reimburse State for any damage to State's facility resulting from inadequacy of said box culvert.

This agreement shall remain in full force and effect until completion of said project, provided, however, that this agreement may be cancelled at any time prior to the commencement of construction upon 30 days' written notice to the other party.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor, pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

Attached hereto and incorporated herein by reference is a copy of State's resolution authorizing entry into this agreement, a copy of Estes' letter of authority signed by its partners, authorizing the undersigned to execute this agreement on its behalf, and a copy of the Attorney General's Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

ESTES COMPANY
an Arizona General Partnership

BY: C M Newhart

Title: AUTHORIZED REPRESENTATIVE

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

BY: Walter O. Ford

WALTER O. FORD, Acting
State Engineer

PROJECT: BP-031-1-513C
SECTION: CANADA DEL ORO

RESOLUTION

BE IT RESOLVED this 9TH day of MARCH, 1984, that I, W. A. Ordway, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interest of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an agreement with the Estes Company, an Arizona Corporation, for the purpose of constructing an off-site drainage system parallel to the Canada Del Oro roadway.

THEREFORE, authorization is hereby given to draft said agreement, which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

W. A. Ordway

W. A. ORDWAY, Director
Arizona Department of
Transportation