015617

AG Contract No: KR03-0333TRN
AZ ECS FILE NO. **JPA 87-82**
TRACS No.: H6393 01C
Project No.: I 010-A-508
08-Riv-10-KP R251.7 (PM R156.4)
CA Bridge No. 56-8 / AZ Bridge No. 619
Project: Bridge Repair near Blythe, California
08303 – 485001
CA District 08 Agreement: 8-1204
Program Item No.: 71403

SUPPLEMENT ONE
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE STATE OF CALIFORNIA

THIS AGREEMENT is entered into effective on 29th September, 2003, **Supplement One** to JPA 87-82, AG Contract No.: KR87-1816TRN, filed 26 August,1987, filed with the Secretary of State under No. 123121, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, and the California Government Streets and Highway Codes, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ("ARIZONA") and the STATE OF CALIFORNIA acting by and through its DEPARTMENT OF TRANSPORTATION ("CALIFORNIA").

I. RECITALS

1. ARIZONA is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State of Arizona.

2. CALIFORNIA is empowered by Government Code 6500 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the State of California.

3. In accordance with Section III, Paragraph 5, of the original agreement AZ ECS FILE NO. **JPA 87-82**, attached hereto and made a part hereof as "Exhibit A", CALIFORNIA and ARIZONA agree to participate in the reconstruction of the bridge deck surface on Interstate 10 (I-10) highway bridge over the Colorado River near Blythe, California, also known as CA Bridge No. 56-0008 and AZ Bridge No. 619. Costs for repairs are as shown on "Exhibit B", attached hereto and made a part hereof, and are hereinafter referred to as the "PROJECT". The parties hereto agree that CALIFORNIA will be the lead agency in the PROJECT.

#01
NO. 12312
Filed with the Secretary of State
Date Filed: 09/29/03
Janice K. Brewer
Secretary of State
By: Diane D. Graenewald

II. SCOPE OF WORK

1. CALIFORNIA will:

a. Be responsible for fifty percent (50%) of the construction cost including contingencies, 100% of the preliminary engineering (design), and 50% of the construction engineering costs, as shown on Exhibit "B". Preliminary engineering is estimated to be $23,234.00 (8% of the construction cost including contingencies) and construction engineering cost is estimated to be $40,660.00 (14% of the construction cost including contingencies). CALIFORNIA will also be responsible for any contractor claims for extra compensation due to delays or for extra work solely attributable to CALIFORNIA.

b. Upon execution of this Agreement, invoice ARIZONA in the amount of $165,545.00, as shown on EXHIBIT "B", for ARIZONA's estimated 50% participation in the cost of the PROJECT.

c. Provide design plans, specifications and estimates (PS&E), documents and services necessary for construction bidding and construction, and will review, incorporate and mutually resolve, if necessary, ARIZONA's review comments as required.

d. Upon receipt of written concurrence from ARIZONA, (i) call for bids and award one or more construction contracts for the PROJECT, (ii) administer the construction contract(s) and make all payments to the contractor(s), (iii) Obtain written concurrence from ARIZONA on all contract modifications and/or contractor claims related to the Arizona portion of the Project only.

e. Upon completion, approve and accept the PROJECT on behalf of the parties hereto and provide ARIZONA a final recapitulation of the total PROJECT construction and construction engineering costs.

f. Upon completion and acceptance, invoice or reimburse ARIZONA any difference between the deposit amount paid by ARIZONA and ARIZONA's 50% participation in the PROJECT construction and construction engineering costs.

2. ARIZONA will:

a. Be responsible for 50% (estimated amount of $145,215.00) of the PROJECT construction and construction engineering cost as shown on "EXHIBIT "B". ARIZONA will also be responsible for any contractor claims for extra compensation due to delays or for extra work solely attributable to ARIZONA.

b. Upon execution of this Agreement, and receipt and approval of an invoice from CALIFORNIA, remit, in the amount of $165,545.00, as shown on EXHIBIT "B", for ARIZONA's estimated 50% participation in the cost of the PROJECT, within twenty (20) working days or as expediently as normal ARIZONA accounting procedures permit.

c. Provide written concurrence authorizing CALIFORNIA to award one or more construction contracts related to the ARIZONA portion of the PROJECT as stipulated in Section 1, Article (2) of EXHIBIT A.

d. Review the preliminary engineering documents and provide comments to CALIFORNIA within ten (10) working days of receipt for incorporation into the final engineering documents.

e. Provide CALIFORNIA, at no cost to CALIFORNIA, such data and information as is reasonably available to assist in the design and construction of PROJECT.

f. Issue at no cost to CALIFORNIA and/or CALIFORNIA's construction contractor, the required Encroachment Permits for work to be performed within ARIZONA right of way.

g. Provide written concurrence to CALIFORNIA within five (5) working days on all contract modifications and/or contractor claims related to the ARIZONA portion of the Project only.

h. Upon completion and acceptance of the PROJECT by CALIFORNIA, and receipt of the final recapitulation of the total costs of the PROJECT, if necessary, reimburse CALIFORNIA any difference between the deposit amount paid by ARIZONA and ARIZONA's 50% participation in the PROJECT construction and construction engineering costs.

III. MISCELLANEOUS PROVISIONS

1. Maintenance of the PROJECT, when completed, shall continue to be accomplished in accordance with that certain Intergovernmental Agreement known as Arizona AG Contract No. KR87-1816, JPA 87-82 and filed under Arizona Secretary of State No. 12312 dated 26 August 1987, which is attached hereto and made a part hereof.

2. This Agreement is subject to the appropriation and availability of funds of the respective parties hereto, and shall remain in force and effect until completion of said PROJECT and reimbursements; or December 31, 2007, whichever is earlier in time provided, however, that this Agreement may be cancelled at any time prior to the award of a PROJECT construction contract, upon thirty (30) days written notice to the other party and payment of costs incurred to that date.

3. This Agreement shall become effective upon final approval and signature of both parties, and upon filing with the Arizona Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement.

6. CALIFORNIA shall provide a claims process acceptable to CALIFORNIA and ARIZONA, and shall process any and all claims through said process. Said claims process shall include a provision for arbitration.

7. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding" Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Agreement Correspondence:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

California Department of Transportation
District 8, Maintenance MS 1107
464 West 4th Street, 6th Floor
San Bernardino, CA 92401

For Technical Reference Contact:

Arizona Department of Transportation
Sunil Athalye, Bridge Management
Tel: (602) 712-8605
205 South 17 Avenue, Mail Drop 635E

California Department of Transportation
Sal Ahmed, District 08 Maintenance
Tel: (909) 383-5940

10. In accordance with Arizona Revised Statutes Section 11-952, D, attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

STATE OF CALIFORNIA
Department of Transportation

By: _____
JEFF MORALES
Department of Transportation

ANN MAYER
District 08 Director

STATE OF ARIZONA
Department of Transportation

By: _____
SAM MAROUFKHANI, P.E.
Deputy State Engineer / Development

APPROVAL RECOMMENDED
ADOT – Bridge Group

By: _____
JEAN NEHME
Assistant State Bridge Engineer

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FUNDS:
Program Item No.: 71403

By: N/A
Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: _____
Accounting Administrator

G: JPA 87-82 Supplement
07May2003-lg

RECEIVED
SEP 19 2003
ENGINEERING CONSULTANTS
SERVICES

TERRY GODDARD
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TRANSPORTATION SECTION
WRITER'S DIRECT NO: 602.542.8837

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR03-0333-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

Date: 17 September 2003

Terry Goddard
ATTORNEY GENERAL

James R. Redpath
Assistant Attorney General
Transportation Section

JRR:djd

1275 WEST WASHINGTON, PHOENIX, ARIZONA 85007-2926 • PHONE 602.542.1680 • FAX 602.542.3646

EXHIBIT "B"

DESPCRIPTION	CALIFORNIA	ARIZONA	TOTAL
CONSTRUCTION	$138,300.00	$138,300.00	$276,600.00
CONTINGENCIES (5%)	$6,915.00	$6,915.00	$13,830.00
SUB TOTAL	$145,215.00	$145,215.00	$290,430.00
PRELIMIARY ENGINEERING (8%)	$23,234.00	$0.00	$23,234.00
CONSTRUCTION ENGINEERING (14%)	$20,330.00	$20,330.00	$40,660.00
TOTAL	$188,779.00 (53.3%)	$165,545.00 (46.7%)	$354,324.00

Note: State of California and State of Arizona shall confer on all cost overruns in excess of the amounts shown above. All cost overruns for construction (including contingencies) and Construction engineering shall be paid on a 50%/50% basis between California and Arizona. Preliminary engineering cost shall be 100% State of California responsibility.

Preliminary and construction engineering are calculated at 8% and 14% of total estimated construction cost of $290,430 and the construction engineering cost will be equally (50%) shared by ARIZONA and CALIFORNIA.