A. G. Contract No.KR910772TRD
Forest Service No. 12-03-91-031P
ECS File: JPA 91-53
Project: F-073-1-505/H2308 01C
Section: SR-87 @ FSR 64

MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE - TONTO NATIONAL FOREST

THIS AGREEMENT is entered into July 2, 1991, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, TONTO NATIONAL FOREST, acting by and through its Contracting Officer (the "Forest Service").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 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 has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Forest Service is empowered by Title 16 United States Code 532-538 to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Forest Service.

3. The Forest Service and the State desire to participate in the design and construction of a deceleration lane on State Route 87 at Forest Service Road 64, at an estimated cost of $18,330.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Forest Service will:

a. Provide to State design plans and such other documents required for construction of the Project. Incorporate State review comments.

b. Accomplish by contract all work related to the Project, with the exception of asphalt paving and striping, and related incidental work. Coordinate such work with the State's contractor as necessary to provide the Project work site ready for final asphalt paving, so as to cause no interruption or delay to the State's ongoing paving project.

c. Reimburse the State the actual cost of the Project, plus ten percent (10%) construction engineering, as shown on Exhibit "A", attached hereto and made a part hereof, in an amount estimated at $18,330.00.

d. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the Forest Service.

2. The State will:

a. Review the Forest Service design documents and provide comments as appropriate.

b. By change order to its existing contract, accomplish the paving and striping of the Project. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Invoice the Forest Service for the cost of the paving Project, plus ten percent (10%) construction engineering, as shown on Exhibit "B", in an amount estimated at $18,330.000

d. Upon completion, approve and accept the Project on behalf of the parties hereto and provide maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, 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.

2. This agreement shall become effective upon execution by both parties.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

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

6. 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:

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

U.S. Forest Service
Tonto National Forest
ATTN: Forest Supervisor
2324 East McDowell Road
Phoenix, AZ 85010

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

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By _____
JAMES L. KIMBALL
Forest Supervisor

STATE OF ARIZONA
Department of Transportation

By _____
for GARY K. ROBINSON
State Engineer

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11JUN91

JPA 91-53

RESOLUTION

BE IT RESOLVED on this 30th day of April 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the U.S. Forest Service for the purpose of defining responsibilities for the design, construction and maintenance of a deceleration lane on SR-87 at its intersection with Forest Service Road 64.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

James S Creedon

JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

1203j/2

EXHIBIT "A"

IGA ADOT/TNF : Control Road

ITEM	DESCRIP.	UNIT	QUANT.	UNIT PRICE	TOTAL
205 0003	Grading Roadway PVMT.	S.Y.	1509	$2.50	$3,772.5
404 0036	ASP CEM (AC-30) (3/4" MIX)	TON	19.4	$135.00	2,619.0
404 0074	EMSFD ASPH (CRS-2)	TON	2.3	$200.00	460.0
404 0111	BIT TACK COAT	TON	0.6	$170.00	102.0
404 0116	APPLY BIT TACK COAT	HR	0.5	$100.00	50.0
404 0162	Cover Material	C.Y.	12.3	$35.00	430.5
406 0026	MIN. ADMIX (3/4" MIX)	TON	7.8	$90.00	702.0
416 0002	AC (3/4" MIX) (END PROD)	TON	386	$21.00	8,148.00
704 0003	PVMT MARK (WHITE)	L.F.	1520	$0.20	304.00
704 0004	PVMT MARK (YELLOW)	L.F.	380	$0.20	76.00
					$16,664.00
	CE @ ~~12~~ 10%				1,666.00 ~~1,999.68~~
					18,330.00 ~~$18,663.68~~