AZ A. G. Contract No.KR912985TRD
ECS File: JPA 91-100
Project: US Border Crossings
Section: Nogales - US-89
Douglas - US-80

INTERGOVERNMENTAL AGREEMENT
(Construction Permit)
BETWEEN
THE STATE OF ARIZONA
AND
THE UNITED STATES OF AMERICA
GENERAL SERVICES ADMINISTRATION

THIS AGREEMENT is entered into 3 March, 1992, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION acting by and through its Contracting Officer (the "GSA").

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 GSA is empowered by the 1949 Federal Property and Administrative Services Act as amended 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 GSA.

3. Incident to proposed improvements to the two United States - Mexico border crossing facilities at Nogales, AZ on Grand Avenue (US-89) from the Nogales Station to Crawford Street, and on I-19 from West Street to Grand Avenue, and, at Douglas, AZ on the Pan American Highway (US-80) from the Douglas Station to Third Street, as existing and as realigned, contemplated by the GSA at GSA expense, hereinafter referred to as the Project, the State and the GSA desire to define their respective responsibilities for the Project.

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

Post-it® Fax Note 7671	Date 3/22	# of pages ▶
To ARMONDO MEMBRIDA	From Lynn Grandy	
Co./Dept.	Co.	
Phone # 520-428-5470	Phone # 712-8088	
Fax # 520-428-7523	Fax # 712-7424	

II. SCOPE OF WORK

1. The GSA will:

a. Provide to State standards design plans, specifications, material designs, calculations and such other documents and services necessary for construction bidding and construction. Provide traffic control, signing, striping and signalization plans for both temporary and permanent construction phases. Where improvements are to be made to a State highway, which upon completion will revert to the State, incorporate State review comments.

b. Provide any necessary surveys and define temporary and permanent Project limits. Define State right-of-way required for or impacted by the Project.

c. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s).

d. Appoint a Project engineer to provide full time construction engineering and on-site Project administation. Provide certified testing reports as requested by the State. Be responsible for pavement surface, drainage and vegetation maintenance during construction, and for construction, operation and maintenance of temporary traffic signals for the temporary border facilities. To the extent allowable under the Federal Tort Claims Act, be responsible for liability arising under or resulting from its use of the Project area. Correct construction related deficiencies. Remove temporary alterations from State roadway and restore right-of-way.

e. Upon completion, and with the concurrence of the State for those portions within state right-of-way, approve and accept the Project on behalf of the parties hereto, and provide for maintenance outside the State right-of-way where such is within the GSA right-of-way.

2. The State will:

a. Review design documents, traffic control, signing and striping plans and provide comments as appropriate. Assist the GSA in documenting existing State right-of-way requirements for the Project.

b. Grant the GSA right of access of the Project area right-of-way, and issue encroachment permit(s) to the GSA contractor(s) as necessary and required to accomplish the Project.

c. Assist the GSA in identifying associated work, studies or future improvements resulting from or necessary to the Project.

d. Upon completion and acceptance of the Project in whole or in part by the GSA, and upon agreement of the parties hereto on a "case by case" basis, provide maintenance inside the State right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and restoration of the access area.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 pertaining to conflicts of interest on behalf of State employees. Notwithstanding the foregoing, by executing this agreement, Thomas G. Schmitt represents to the GSA and the State, with the intent that such representation shall be relied upon by the parties, that he is not an employee, agent, consultant, or other type of representative of the United States of America.

4. 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
District II Engineer
1221 South Second Avenue
Tucson, AZ 85726

General Services Administration
525 Market Street, 31st Floor, 9PCO
San Francisco, CA 94105

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

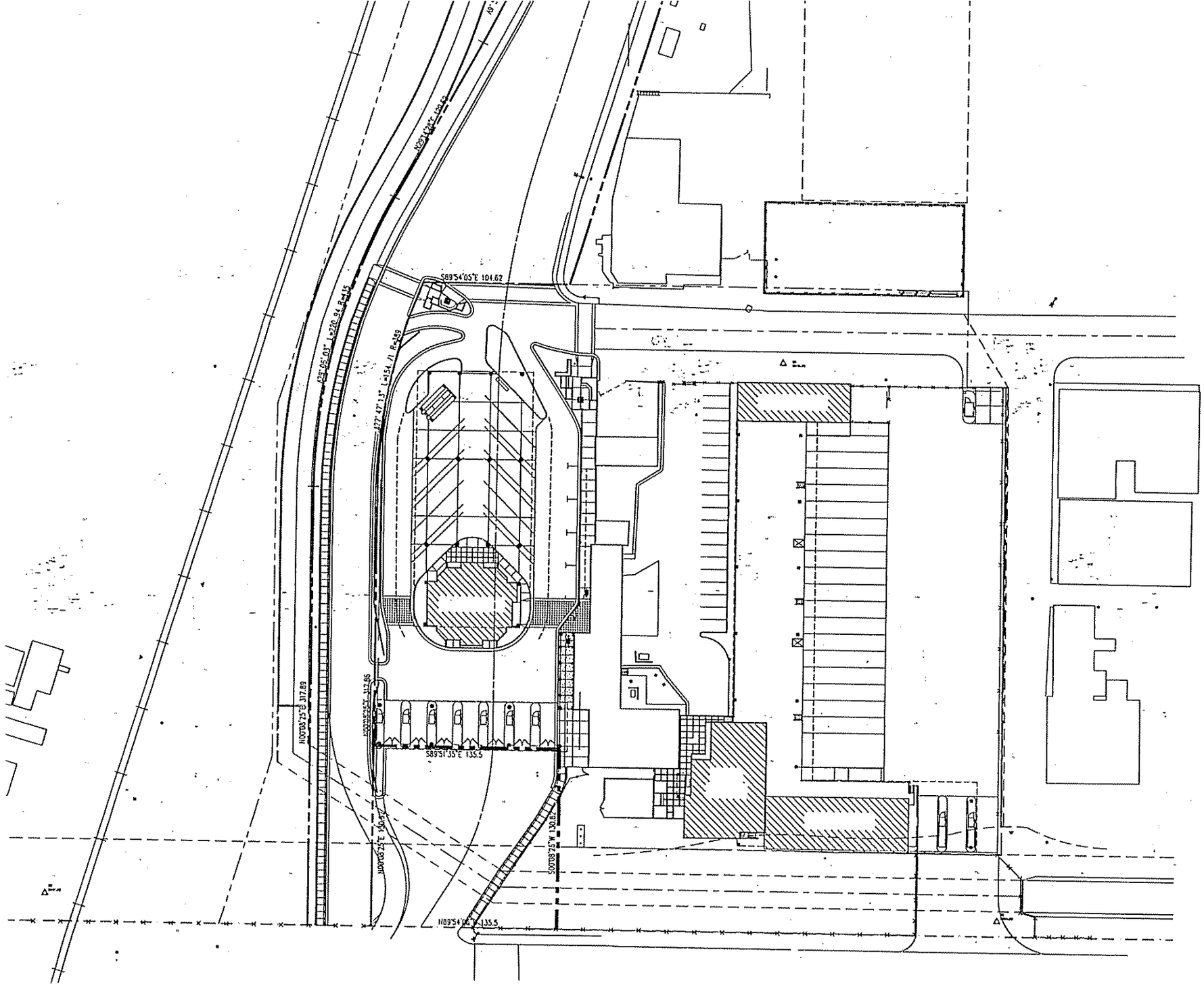
UNITED STATES OF AMERICA
General Services Administration

By _____ 3/3/92
RICHARD B. WELSH, Jr.
Asst. Regional Administrator

STATE OF ARIZONA
Department of Transportation

By _____ 3/11/92
THOMAS G. SCHMITT
District Engineer

4150j
11FEB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