AG Contract No. KR95 0198TRN
ADOT ECS File: JPA 95-10
Project: 89 PN 48 HX029 01C
Section: SR-19B @ Helmet Peak Rd.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PIMA COUNTY, ARIZONA

CONTRACT
NO. 01-04-S-120091-0395
AMENDMENT NO. _____
This number must appear on all invoices, correspondence, and documents pertaining to this contract

THIS AGREEMENT is entered into 16 MAY 1995 pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PIMA COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County").

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 County is empowered by Arizona Revised Statutes Section 11-251 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 authorized the undersigned to execute this agreement on behalf of the County.

3. The State and the County desire to participate in the design and construction of improvements to State Route 19B at the intersection of Helmet Peak Road, to include intersection improvements and the installation of traffic signals, at an estimated cost of $200,000.00, hereinfafter 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:

NO. 19717
FILED WITH SECRETARY OF STATE
Date Filed 05/16/95
Jane Dee Hull
Secretary of State
By Vicky Greenwood

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate County review comments.

b. Call for bids, and with the concurrence of the County, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the County on any Project contract modifications. Be responsible for one half the cost of the traffic signals (only), estimated at $75,000.00, and for any contractor claims for extra compensation attributable to the State.

c. After bid opening but prior to award, invoice the County for one half of the total cost of the traffic signals, and all costs associated with the intersection improvements, estimated in total at $125,000.00.

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

2. The County will:

a. Review the design documents and provide comments.

b. Within thirty days after receipt of an invoice, reimburse the State for one half of the cost of the traffic signals and all costs associated with the intersection improvements, estimated in total at $125,000.00. Be responsible for any contractor claims for extra compensation attributable to the County.

c. Upon completion and acceptance of the Project by the State, provide electrical energy to operate the signals.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements, or until 30 November 1995, whichever is later; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, subject to State budgeting laws, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

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.

6. All notices or demands upon any party to this agreement relating 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, Mail Drop 616E
Phoenix, AZ 85007

Pima County
County Administrator
130 W. Congress - 11th floor
Tucson, AZ 85701

7. 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.

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

PIMA COUNTY

By Paul Marsh
PAUL MARSH, Chairman
Board of Supervisors APR 1 8 1995

STATE OF ARIZONA
Department of Transportation

By Charles K. Eaton
CHARLES K. EATON
State Traffic Engineer

ATTEST

By Lori Adelsman, Deputy
JANE WILLIAMS
Clerk of the Board

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20jan

JPA 95-10

RESOLUTION

BE IT RESOLVED on this 20th day of January 1995, that I, the undersigned LARRY S. BONINE, as 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 Pima County for the purpose of defining responsibilities for the design, construction and maintenance of a traffic signal on SR-19B @ Helmet Peak Road in the County.

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

for: LARRY S. BONINE
Director

RESOLUTION NO. 1995 -76

RESOLUTION OF PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN PIMA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, (ADOT), WHICH AGREEMENT PROVIDES FOR DESIGN AND CONSTRUCTION FUNDING OF IMPROVEMENTS ON HELMET PEAK ROAD AND STATE 19B. (JPA 95-10).

(DISTRICT 4)

WHEREAS, Pima County has determined it to be in the best interest of the Public to enter into an agreement with ADOT for the purpose of providing funding for roadway improvements, and defining responsibilities of the parties for Helmet Peak Road and SR-19B project.

WHEREAS, ADOT has determined that roadway conditions on State Route 19B are in need of safety improvements, and

WHEREAS, Pima County has funding capabilities and desires to participate in the roadway improvement project and associated traffic signal installation at Helmet Peak Road intersection with SR-19B as defined in JPA 95-10,

NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED:

THAT Pima County enter into an agreement with ADOT for the purpose of providing funding and defining the responsibilities of the parties for joint project design and construction activities on SR-19B and the intersection of Helmet Peak Road as defined in JPA 95-10,

THAT the Chairman of this Board is hereby authorized and directed to sign the Intergovernmental Agreement with the Arizona Department of Transportation.

PASSED, ADOPTED AND APPROVED this 18th day of April 1995.

PIMA COUNTY BOARD OF SUPERVISORS

Paul G. Marsh
Chairman

APR 1 8 1995

ATTEST:

Lori Godoshian, Deputy
Clerk Board of Supervisors

APPROVED AS TO FORM:

3-7-95
Deputy County Attorney

IGAADOTHelmetPk.Rd

JPA 95-10

APPROVAL OF THE PIMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and PIMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 7th day of March, 1995.

Christine Curtis

CHRISTINE CURTIS

Deputy County Attorney

APPROVAL

The foregoing Intergovernmental Agreement with ADOT (JPA 95-10): Design and Construct Roadway Improvements at the Intersection of Helmet Peak Road and State Route 19B has been reviewed, and is hereby approved as to content.

Date: 3-13-95

Antonio C. Paez
Director
Pima County Department of Transportation
and Flood Control District

BOS\Design IGA

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-0198-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.

DATED this 10th day of May, 1995.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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