A. G. Contract No. KR95 1690TRN
ADOT ECS File: JPA 95-127
Project: STP-PPN-0(21)P
Fund: SS328 01C
Section: Maricopa-Casa Grande
Highway (Cottonwood Lane),
Pinal Avenue - Ethington Road

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

THIS AGREEMENT is entered into 4 OCTOBER, 1995, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PINAL COUNTY 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. Congress has authorized appropriations for, but not limited to, the design and construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County has been selected by the County; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration ("FHWA") for approval.

NO. 20210
FILED WITH SECRETARY OF STATE
Date Filed 10/04/95
Jane Dee Hull
Secretary of State
By Vicky V. Gravenwold

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: Roadway reconstruction and paving.

Estimated Project Cost (includes 15% CE)	$3,113,735.00
Federal Aid Funds @ 94.3% (CAP)	$2,481,000.00
Five Percent Surcharge on Construction Cost + CE	$ 155,686.00
Total County Funds	$ 788,421.00

This includes a five percent surcharge per Local Government Engineer Memo of April 4, 1994.

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

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State, as authorized agent for the County, with the aid and consent of FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA and the County, award the contract, enter into a contract with a firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation. Further, the State will enter into a Project Agreement with FHWA covering the work embraced in said contract or in this agreement and will request the maximum federal funds available.

b. Should some unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in excess of the amount of County's deposit unless and until so authorized in writing by the County.

2. Prior to the solicitation of bids, the County shall deposit with State funds in the amount determined by the State to be necessary to match federal funds in the ratio required.

Upon completion of the construction contract, the State shall return to the County any part of the funds deposited by County remaining after County's pro rata share of the cost, as finally fixed and determined by FHWA, has been paid.

3. The County shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The County shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface, and hereby certifies that all obstructions and encroachments have been removed therefrom.

5. The County shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the County.

6. Upon completion of construction, the County shall provide maintenance unless assumed by another governmental entity.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all

cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the 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 contract.

6. 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.

7. 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, Mail Drop 616E
Phoenix, AZ 85007

Pinal County
County Manager
PO Box 827
Florence, AZ 85232

8. 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.

PINAL COUNTY, ARIZONA

By _____
Chairman
Board of Supervisors 9-14-95

STATE OF ARIZONA
Department of Transportation

By _____
PETER L. ENO
Contract Administrator

ATTEST

By Shari Clegg, Deputy Clerk
Clerk of the Board

579
7sep

JPA 95-127

RESOLUTION

BE IT RESOLVED on this 20th day of July 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 with Pinal County for the purpose of defining responsibilities for the design, construction and maintenance of the reconstruction of Cottonwood Lane, Pinal Avenue to Ethington Road.

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

for LARRY S. BONINE
Director

RESOLUTION NO. 91495-JPA

A RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS AUTHORIZING PINAL COUNTY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT IDENTIFIED AS JPA 95-127 WITH THE STATE OF ARIZONA BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION

WHEREAS, Pinal County ("County") plans to participate in roadway reconstruction and paving improvements to Maricopa-Casa Grande Highway (Cottonwood Lane) from Pinal Avenue to Ethington Road (the "Project"); and

WHEREAS, the reconstruction and paving of improvements on said Project will promote the safety and general welfare of the public; and

WHEREAS, it is in the best interest of the County to have the State of Arizona ("State") through its Department of Transportation ("ADOT") assist in obtaining federal funds for said improvements; and

WHEREAS, the Pinal County Board of Supervisors has determined the need to define the responsibilities of the County and the State on the Project.

THEREFORE, BE IT RESOLVED:

It is in the best interest of the County to enter into Intergovernmental Agreement JPA 95-127 with the State, by and through ADOT, for the purpose of defining the responsibilities of the County and the State for roadway reconstruction and paving improvements to Maricopa-Casa Grande Highway (Cottonwood Lane) from Pinal Avenue to Ethington Road.

JPA 95-127

APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above-referenced proposed intergovernmental agreement, between the State of Arizona, acting through the Department of Transportation and Pinal 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 September, 1995.

GILBERTO V. FIGUEROA
PINAL COUNTY ATTORNEY

Patricia G. Gruber
Deputy County Attorney

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. KR95-1690-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 19th day of September, 1995.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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