AG Contract No. KR96-1815-TRN
ADOT ECS File No. JPA 96-115
Project: STP-586(3)/H3815 01C
Section: I-10B, E. TI - W. TI

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF QUARTZSITE

THIS AGREEMENT is entered into 8 OCTOBER, 1996, 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 the TOWN OF QUARTZSITE, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

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 Town is empowered by Arizona Revised Statutes Section 48-572 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 Town.

3. Incident to a State improvement project on I-10B in the Town, the Town has requested the State include roadway widening to provide for a continuous left turn lane from the West Quartzsite traffic interchange to the East Quartzsite traffic interchange (with the exception of a segment beginning east of Plymouth Road and extending approximately 300 meters further east to Sta. 33+100+), at a cost to the Town of $100,000.00, hereinafter referred to as the Project.

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

NO. 21099
FILED WITH SECRETARY OF STATE
Date Filed 10/08/96
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 and services required for construction bidding and construction. Incorporate Town review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State on the State's project.

c. After bid opening, but prior to project contract award, invoice the Town in the amount of $100,000.00.

d. Upon completion and acceptance of the Project, provide maintenance within the State's right-of-way, except for sidewalks.

2. The Town will:

a. Review the design documents and provide comments.

b. Advance the State $100,000.00 within 30 days after receipt of an invoice.

c. Upon completion and acceptance by the State, provide maintenance to sidewalks within or without the State's right-of-way.

d. Acquire any temporary construction easements required to construct the third lane.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payment; 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 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 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

Town of Quartzsite
Town Manager
PO Box 2812
Quartzsite, AZ 85346

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.

TOWN OF QUARTZSITE

By _____
PATTY L. BERGEN
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
PETER L. ENO
Contract Administrator

ATTEST

By _____
SARAH GRIEGO
Town Clerk

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RESOLUTION

BE IT RESOLVED on this 16th day of August 1996, 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 the the Town of Quartzsite for the purpose of defining responsibilities for the design, construction and maintenance of highway widening on I-10B within the Town.

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

TOWN OF QUARTZSITE

RESOLUTION NO. 96-17

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF QUARTZSITE, LA PAZ COUNTY, ARIZONA, AUTHORIZING NEGOTIATION OF AN IGA WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO AMEND PROJECT #STP-586(3(P) TO INCLUDE A CONTINUOUS THIRD LANE ON B-10 MAIN STREET.

WHEREAS, the Common Council of the Town of Quartzsite is concerned with the condition of B-10 Main Street from East TI 19 to the West TI 17, and

WHEREAS, traffic flow increase during the winter months results in extreme traffic congestion, and

WHEREAS, the Town of Quartzsite is receiving and planning for new business and industrial developments that are and will increasingly impact B-10 Main Street, and

WHEREAS, ADOT proposes to conduct a Pavement Reconstruction Project #STP-586(3)(P) from East TI 19 to West TI 17 on B10 Main Street

NOW, THEREFORE, BE IT RESOLVED, that the Town of Quartzsite, Arizona, hereby authorizes the negotiation of an IGA with the Arizona Department of Transportation to amend Project #STP-586(3)(P) to include a continuous third lane at a cost not to exceed $100,000.00 to the Town of Quartzsite.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Quartzsite, Arizona, this 13th day of August, 1996.

ATTEST:

Cliff O'Neill
Interim Town Manager/Clerk

APPROVED:

Patty D. Bergen
Mayor

APPROVED AS TO FORM:

Dyan Flyzik
Interim Town Attorney

JPA 96-115

APPROVAL OF THE QUARTZSITE TOWN ATTORNEY

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

DATED this 24th day of September 1996.

Town Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: 542-1680
Direct: 542-8837
Fax: 542-3646

MAIN PHONE: 542-5025
TELECOPIER: 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-1815-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 27th day of September, 1996.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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