AG Contract No. KR98 0008TRN
ADOT ECS File No. JPA 97-238
Project No. BR-YUM-0(28)P
TRACS No. S B397 01C
Project: Avenue 45E @ Gila River Bridge

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
YUMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 30 JANUARY, 1998, pursuant to the provisions of 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 YUMA COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 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. 22177
Filed with the Secretary of State
Date Filed: 01/30/98
Betsey Bayless
Secretary of State
By: Nancy C. Greenawalt

5. The only interest of the State in this 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 is as follows: Bridge Scour Repairs/Protection.

Estimated Project Cost	$323,150.00
Federal Aid Funds @80%	$258,520.00
Yuma County funds	$ 64,630.00
5% Surcharge	$ 16,158.00
Total County Funds	$ 80,788.00*

This includes a 5% surcharge on total project cost per Local Government Engineer memo dated 1 October 1991.

THEREFORE, in consideration of the mutual agreements 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 with the aid and consent of FHWA and the County will proceed to construct the project; such project to be performed, completed, accepted and paid for in accordance with the approved plans and specifications. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction and will request the maximum federal funds available.

b. Should 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 County shall be obligated to incur any expenditure in excess.

2. Prior to construction, the County shall set aside sufficient funds in the amount determined to be necessary to match federal funds.

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 of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

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.

7. The County will provide personnel to administer and supervise construction. All construction project change orders are to be copied to the State.

8. The County will complete the project in accordance with approved plans and specifications and the requirements of the relevant State and federal statutes, rules, or regulations. In the event the County fails to comply with the plans, specifications or any relevant State or federal statutes, rules, or regulations, the County shall hold the State harmless from any claims or costs incurred by the State as a result of the County's failure to comply.

9. State employees may perform any inspections of the project or audit any books or records of the County in order for the State to assure itself that the monies on the project have been spent and the project completed in accordance with the plans and specifications, statutes, rules, and regulations of the State and federal government.

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.

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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 canceled in accordance with Arizona Revised Statutes Section 38-511.

5. This 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

Yuma County
County Engineer
2703 South Avenue B
Yuma, AZ 85364

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.

YUMA COUNTY, ARIZONA

By _____
ROGER A. PATTERSON
County Engineer

STATE OF ARIZONA
Department of Transportation

By _____
PETER L. ENO
Contract Administrator

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RESOLUTION

BE IT RESOLVED on this 24th day of December 1997, 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 Intermodal Transportation Division, to enter into an agreement with Yuma County for the purpose of defining responsibilities for constructing bridge scour protection/repairs on Avenue 45E over the Gila River bridge.

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

DAVID ALLOCCO, Manager
Engineering Technical Group
for Larry S. Bonine, Director

Yuma County
Yuma, Arizona
OFFICE OF
THE BOARD OF SUPERVISORS
198 Main Street
Yuma, Arizona 85364

BOB McCLENDON, DISTRICT 1
LUCY SHIPP, DISTRICT 2
KATHRYN 'CASEY' PROCHASKA, DISTRICT 3
CLYDE CUMING, DISTRICT 4
JIM BUSTER, DISTRICT 5
WALLY HILL, COUNTY ADMINISTRATOR

January 7, 1998

STATE OF ARIZONA)
COUNTY OF YUMA)

I, Wally Hill, Clerk of the Board of Supervisors, do hereby certify that I am required by law to maintain custody of the minutes of the Board of Supervisors, and that the following is a true and correct copy of a portion of the minutes for the Board meeting held January 5, 1998.

> No. 9: Authorize County Engineer to enter into an Intergovernmental Agreement between the State of Arizona and Yuma County covering the Construction, Maintenance, and Financing of the Scour Projects for the Avenue 20E and Avenue 45E Bridges over the Gila River for the Department of Development Services, subject to legal counsel review. (HURF CIP Fund No. 213-240-00-8406.)

Upon motion by Ms. Shipp to approve Consent Item Nos. 5 through 11 as presented with the exception of Item Nos. 5, 6 & 11, and duly seconded by Mr. Cuming, the motion carried 5-0.

(SEAL)

In Witness Whereof I have hereunto set my hand and affixed the Official Seal of the Board of Supervisors. Done at Yuma, the County Seat, this 7th day of January 1998.

Wally Hill

WALLY HILL,
County Administrator

WH/lgh
01-05-97.9a

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APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YUMA 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 6 day of January, 1997.

Dep. County Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR98-0008TRN, 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.

DATE January 22, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/10009

Enc.