ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
JOINT PROJECT ADMINISTRATION
205 South 17th Avenue - Room 293E, Mail Drop 616E
Phoenix, Arizona 85007

JANE D. HULL
Governor

MARY E. PETERS
Director

THOMAS G. SCHMITT
State Engineer

E. JACK HAMMITT
Joint Project
Administrator

25 June 1998

Mr. William Kelly, Manager
City of Bisbeey
118 Arizona Street
Bisbee, AZ 85603

Re: SR-92, San Pedro - Jct. US-80
Traffic Signal, SR-92 @ Naco Road Improvements
Project Number: H3921 01C
Agreement JPA 98-40
Amendment No. 1

Dear Bill:

As the above referenced project has developed, changes to the agreement are warranted to accomodate the State constructing the signal and being responsible for all costs associated therewith. We may use this instrument to accomplish an amendment.

Therefore, all references to the City being responsible for signal costs are deleted. The City will, however, remain responsible for electrical costs to operate the signal.

All other terms and conditions of the agreement remain the same.

To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 255-8369 or Mr. Warner at 620-5412.

Sincerely,

E. Jack Hammitt, CPM
Joint Project Administrator

Concur for Bisbee:

By _____

6/29/98
(date)

Encl.

A. G. Contract No. KR98 0566TRN
ADOT ECS File No.: JPA 98-40
Project: SR-92, San Pedro - Jct. US-80
Section: SR-92 @ Naco Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF BISBEE

THIS AGREEMENT is entered into 15 MAY, 1998 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 CITY OF BISBEE, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 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 City 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 City.

3. The State and the City desire to participate in the design, construction and maintenance of a new traffic signal warranted on SR-92 at the intersection of Naco Road in the City, at an estimated cost of $100,000.00, hereinafter 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. 22373
Filed with the Secretary of State
Date Filed: 05/15/98
Betsey Bayless
Secretary of State
By Vicky Gluerewold

II. SCOPE

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 City 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). Confer with the City on any contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Be responsible for two thirds of the cost of the signal Project, in an amount currently estimated at $66,700.00.

d. Invoice the City for its one third (1/3%) share of the cost of the Project, in an amount not to exceed $33,300.00.

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

The City will:

a. Review the design documents and provide comments.

b. Within thirty (30) days after receipt and approval of an invoice, pay the State one third of the cost of the Project in an amount not to exceed $33,300.00

c. Be responsible for any contractor claims for extra compensation attributable to the City.

d. Upon completion and acceptance by the State, provide electrical energy to operate the signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, 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

City of Bisbee
City Manager
118 Airzona Street
Bisbee, AZ 85603

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.

CITY OF BISBEE

By
TOM WHEELER
Mayor

STATE OF ARIZONA
Department of Transportation

By
For EDWARD D. WRIGHT
Deputy State Engineer

ATTEST

By Helen V. Lehr
HELEN LEHR
City Clerk

98-40
19mar

JPA 98-40

RESOLUTION

BE IT RESOLVED on this 19th day of March 1998, that I, the undersigned MARY E. PETERS, 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 the City of Bisbee for the purpose of defining responsibilities for the design, construction and maintenance of a new warranted traffic signal at the intersection of SR-92 @ Naco Road in the City.

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

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

CITY OF BISBEE AZ

5204326069

RESOLUTION R-98-17

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT)

WHEREAS, the City of Bisbee desires to enter into an agreement with the Arizona epartment of Transportation for the installation of a Traffic Light at the intersection of State lighway 92 and Naco Highway; and

WHEREAS, the City of Bisbee agrees to pay one-third of the installation cost which is approximately $33,600.00;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bisbee does hereby approve to enter into an agreement with Arizona Department of Transportation for the installation of a Traffic Light; and

BE IT FURTHER RESOLVED, that Mayor Thomas Wheeler is authorized to execute this Intergovernmental Agreement on behalf of the City Council of the City of Bisbee.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee this 21st day of April, 1998.

Thomas Wheeler, Mayor

ATTEST:

Helen I. Lehr, City Clerk

APPROVED AS TO FORM:

Jim Conlogue, Attorney

JPA 98-40

APPROVAL OF THE BISBEE CITY ATTORNEY

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

DATED this 21st day of April, 1998.

James L. Conlogue

City 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. KR98-0566TRN, 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 May 8, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/12259

Enc.