A. G. Contract No. KR98 2392TRN
ADOT ECS File: JPA 98-183
Project: Intersection Upgrade
Section: US-60 @ Mountain Brook Road

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

THIS AGREEMENT is entered into 7 December, 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 PINAL COUNTY acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 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 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, construction and maintenance of improvements to US-60 at the intersection of Mountain Brook Road (MP 202.01), to include intersection geometry improvements, and new warranted traffic signals, at an estimated cost of $150,000.00, all at County expense, hereinafter referred to as the Project. In the event this section of roadway eventually becomes a controlled access highway, it is agreed that the signal will be removed in conjunction with the controlled access improvements.

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

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NO. 22840
Filed with the Secretary of State
Date Filed: 12/07/98
Betsey Bayless
Secretary of State
By Vicky D. Graenewold

II. SCOPE OF WORK

1. The County will:

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

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 all costs associated with the Project, and for any contractor claims for extra compensation due to delays or whatever reason.

c. Upon completion and acceptance, provide electrical energy to operate the signals.

2. The State will:

a. Review the design documents and provide comments.

b. Issue the County a permit for the Project construction.

d. Upon completion and acceptance of the Project by the County, provide maintenance to the signals.

III. MISCELLANEOUS PROVISIONS

1.This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for electrical energy and maintenance, which shall be perpetual, unless assumed by another governmental entity, 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

Pinal County
Director for Civil Works
PO Box 727
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 _____
Board of Supervisors 11-18-98

STATE OF ARIZONA
Department of Transportation

By _____
WILLIAM J. HIGGINS
Deputy State Engineer

ATTEST

By Sheri Cluff, Deputy Clerk
Clerk of the Board

98-183.doc
15oct

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

2 April 1999

Mr. Robert M. Davis, Director
Pinal County Public Works Department
PO Box 727
Florence, AZ 85232

Re: Project: Intersection Upgrade
Section: US-60 @ Mountain Brook Road
Agreement JPA 98-183
Amendment No. 1

Dear Bob:

As the above referenced project has developed, changes to the agreement are warranted to accomodate those developments. We may use this letter addendum to accomplish amendment number 1. Therefore; so much of paragraph II.2.d is **added** under "The State will":

"Provide the County traffic signal equipment as necessary from State (ADOT) stock to accelerate the Project. Such equipment will be replaced in kind by the County upon receipt of same by the County. Provide Project construction engineering and inspection services during construction of the Project, and upon completion invoice the County for the reasonable direct actual cost of same, with no profit or fee."

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. Wright at 602-255-7226.

Sincerely,

E. Jack Hammitt, CPM
Joint Project Administrator

Concur for Pinal County

By_____

Date 8 Apr 99
(date)

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