A. G. Contract No. KR00 2368TRN
ADOT ECS File No. JPA 00-203
Project: HX126 01C ($70,000)
HX126 02C ($778,000)
Section: SR-95 @ Mulberry and Lake Havasu Avenue

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF LAKE HAVASU CITY

THIS AGREEMENT is entered into 7 June 2001 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 LAKE HAVASU CITY, 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 widen SR-95 at the intersection of Mulberry Ave., and to design, construct, operate and maintain new warranted traffic signals at the intersections of Mulberry Ave and Lake Havasu Ave in the City, at an estimated cost to the State of $570,000.00 hereinafter referred to as the Project, for the safety and benefit of the motoring public. The parties hereto agree the City shall be the lead agency for the Project.

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

NO. 24681
Filed with the Secretary of State
Date Filed: 06/07/01
Betsey Bayless
Secretary of State
By Vicky D. Gruenewald

II. SCOPE

1. The City will:

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

b. Be responsible for all costs associated with design over and above the States' contribution of $23,000.00 and for any consultant claims for extra compensation due to delays or whatever reason. Upon filing of this agreement with the Secretary of State, invoice the State in the amount of $23,000.00 for the States' share of the cost of design.

c. 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 construction over and above the States' contribution of $547,000.00, and for any contractor claims for extra compensation due to delays or whatever reason.

d. Upon completion, approve and accept the Project on behalf of the parties hereto.

e. Provide electrical energy to operate both the signals, and maintain the signal hardware at the SR-95 Mulberry and Lake Havasu Ave intersections, and grant the State the perpetual right of entry access outside the State right-of-way as required to perform maintenance of the signals and ancillary equipment.

f. After bid opening, but prior to the award of a Project construction contract, invoice the State for its share of the cost of construction of the Project, in an amount currently estimated at $547,000.00.

2. The State will:

a. Review the Project design documents and provide comments.

b. Be responsible for the construction cost of $547,000.00 and the design cost of $23,000.00.

c. Within 30 days after receipt and approval of invoices, pay the City the States' share of the cost of the design of the Project, in the amount of $23,000.00, and for construction of the Project in the amount currently estimated at $547,000.00, for a total amount currently estimated at $547,000.00.

d. Upon completion, provide maintenance to the signal at SR 95 and Mulberry and to the signal controller for both signals at State expense.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; 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 Lake Havasu City
Public Works Director
2330 McCulloch Blvd. N.
Lake Havasu City, AZ 86403-5950

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 LAKE HAVASU CITY

By _____
BRUCE WILLIAMS
City Manager

STATE OF ARIZONA
Department of Transportation

By _____
WILLIAM J. HIGGINS
Deputy State Engineer

ATTEST

By _____
ANN R. SAYNE
City Clerk

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RESOLUTION

BE IT RESOLVED on this 22th day of December 2000, 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 Lake Havasu for the purpose of defining responsibilities for the design, construction, maintenance and operation of traffic signals at SR-95 @ Mulberry and Lake Havasu Avenue 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 R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION NO. 01- 1571

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF LAKE HAVASU CITY, MOHAVE COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA (ADOT) FOR WARRANTED TRAFFIC SIGNALS AT STATE ROUTE 95 AND MULBERRY AVENUE AND LAKE HAVASU AVENUE

WHEREAS, the Arizona Department of Transportation has approved the exchange of $570,000 to the City for design and construction of traffic signals and roadway improvements at SR 95 and Mulberry Avenue and Lake Havasu Avenue and Mulberry Avenue; and

WHEREAS, Lake Havasu City agrees to construct the SR 95/Mulberry Avenue Widening and Signalization Project, for an estimated cost of $1,940,892.10;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council hereby approve this intergovernmental agreement for the intent and purpose stated above, and authorize the City Manager to execute said agreement with the State of Arizona (ADOT) relating to the construction of improvements to SR95/Mulberry Avenue.

PASSED AND ADOPTED by the Mayor and City Council of Lake Havasu City, Arizona, this 8th day of May, 2001.

Bruce McCoy for
Melanie Grinstead-Hanak, Mayor

ATTEST:

Ann R. Sayne, City Clerk

APPROVED AS TO FORM
LAKE HAVASU CITY ATTORNEY'S OFFICE:

BY: Maureen George

REVIEWED BY:

Kevin P. Murphy, Public Works Director

I hereby certify that the foregoing is a true, complete and accurate copy of a resolution duly passed and adopted by the Lake Havasu City Council at their Regular Meeting held on the 8th day of May, 2001. I further certify that the meeting was duly called and that a quorum was present.

LAKE HAVASU CITY, ARIZONA 1978

Ann R. Sayne, City Clerk

JPA 00-203

APPROVAL OF THE LAKE HAVASU CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF LAKE HAVASU 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 12th day of April, 2001.

Matthew Pehrala

City Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025
FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR00-2368TRN, 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 June 1, 2001.

JANET NAPOLITANO
Attorney General

Susan Davis

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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