A G. Contract No. KR02-0455TRN
ADOT ECS File: JPA 02-02
TRACS No : H4581 01C
Project: Interstate 8 / B-8
Section: I-8/B8 Traffic Interchange
Waterline Installation

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

THIS AGREEMENT is entered into 6th August 2002, 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"), the CITY OF YUMA, acting by and through it's 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. Incident to the State's ongoing construction project at the traffic interchange of Interstate 8 (I-8) and Business 8 (B-8), the City has requested the State construct a waterline, herein referred to as the Project" The items listed on, but not limited to, Exhibit A, attached hereto and made a part hereof, are at a currently estimated cost of $243,011.91, at City's expense. Additional related items may be added to the Project list with the mutual agreement of the City and the State.

4. The State's construction of the Project will include the installation / relocation of City utilities. It is understood that the State is acting as a third party on behalf of the City, administering construction of the City's facilities. At no time is the State to be considered the owner of, operator of, or locator for the City's facilities. The purpose of this agreement is to define each party's responsibilities for the design, construction, funding and maintenance of the Project.

NO. 25407
Filed with the Secretary of State
Date Filed: 08/06/02
Betsey Bayless
Secretary of State
By Dilly J. Graenewald

II. SCOPE OF WORK

1 The State:

a Upon execution of this agreement and on behalf of the City, will agree to be authorized agent for the City and invoice the City $243,011.91, the estimated costs of the Project (including a fixed rate of 12% for construction engineering and administration), as shown on Exhibit A, which shall be available to the State as required to pay actual monthly contractor payments of the Project. Payment of the estimated amount will be due (30) days after receipt of an invoice from the State.

b. Upon receipt of the estimated funds from and on behalf of the City, will provide to State standard design plans, specifications and other such documents and services required for construction bidding and construction of the Project. Incorporate or promptly resolve City review comments.

c On behalf of, and with written concurrence of the design plans from the City, will by change order to its existing construction contract, and with approval by Resolution by the State Transportation Board, accomplish the Project(s), administer same and make all payments to the contractor(s). Confer with the City on any Project related contract modifications. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

d. Upon completion, will approve and accept the Project on behalf of the parties hereto as complete, provide maintenance within the State's control or access.

e. Upon completion of the Project, will have its Project Manager in conjunction with the Cost Accounting Section, provide the City with a recapitulation of Project costs, along with an invoice or reimbursement, for the difference between the amount paid by the City and the actual costs for the Project, to include but not limited to design, construction, and contingencies, including a fixed rate of 12% for construction engineering and administration costs.

2 The City.

a. Upon execution of this agreement, does hereby designate the State as authorized agent for the City. Upon 30 days receipt of an invoice, will remit to the State $243,011.91, the estimated costs of the Project (including a fixed rate of 12% for construction engineering and administration), as shown on Exhibit A.

b Will review the design plans, specifications and other such documents and provide comments as necessary. Will be responsible for any design consultant and/or contractor claims for extra compensation attributable to the City.

c. Will be responsible for the actual costs for design, construction and contingencies, including a fixed rate of 12% for construction engineering and administration costs for the Project, currently estimated at $243,011.91. Additionally, will be responsible for any Project related contract modifications and any post design services.

d. Agrees to be responsible for any liability, which may be a result of the City's negligence or willful conduct. In addition, all work completed by the State on behalf of the City, will be the responsibility of the City. Should the City withdraw its proposal for the Project for whatever reason, the City shall be responsible for all costs incurred by the State up to the time of withdrawal, unless the reason for the City's cancellation is due to the State's failure to comply with its obligations hereunder.

e. Upon completion and acceptance of the improvements by the State, provide maintenance to the Project.

III. MISCELLANEOUS PROVISIONS

1 This agreement shall remain in force and effect until completion of the Project and reimbursements; provided, however, that this agreement, may be cancelled prior to the advertisement for bids of the construction contract, with no less than sixty (60) days written notice to the other party. Not withstanding the preceding sentence, the City's obligations to maintain the Project shall be perpetual to any elements of the Project

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 in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party relating 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 S. 17 Avenue, **MD 616E**
Phoenix, AZ 85007
FAX: (602 712-7424

City of Yuma
City Administrator
180 W. First Street
Yuma, AZ 85364

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 YUMA, ARIZONA

By Joyce A. Wilson
JOYCE A. WILSON
City Administrator

STATE OF ARIZONA
Department of Transportation

By William J. Higgins
WILLIAM J. HIGGINS, P.E.
Deputy State Engineer

ATTEST

By Brigitta K. Stanz
BRIGITTA STANZ
City Clerk

02-002-DIST Y-Yuma-I-8 B-8 TI Waterline
29May2002

JPA 02-02

RESOLUTION

BE IT RESOLVED on this 4th day of January 2002, that I, the undersigned VICTOR M. MENDEZ, 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 CITY OF YUMA for the purpose of defining responsibilities for the City's requested construction of a waterline, incident to State's ongoing construction project at the traffic interchange of Interstate 8 (I-8) and Business 8 (B-8), 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, PE Assistant State Engineer
Engineering Technical Group
for VICTOR M. MENDEZ, Director

RESOLUTION NO. R2002-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, FOR THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS

WHEREAS, the State of Arizona (State) is engaged in the construction of certain Federal Interstate Highway 8 (I-8) facilities, including Business 8 (B-8) and South Frontage Road improvements related thereto; and,

WHEREAS, the City of Yuma (City) Capital Improvement Program addresses the installation of certain waterline transmission facilities, at a time subsequent to the completion of the State roadway improvements, between Avenue 8E and Avenue 9E; and,

WHEREAS, the State and the City are equally interested in the conservation of fiscal and physical assets; and,

WHEREAS, the State and the City have determined that a consolidation of efforts by both parties to undertake the installation of certain City waterline transmission facilities as a part of the State's roadway construction, in the areas shown by Exhibit A, attached hereto and by this reference made a part hereof, provides the greatest benefit to the State, the City, and the Public.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma, Arizona, that the City Administrator is authorized and directed to execute an Intergovernmental Agreement with the State of Arizona, as shown in Exhibit B, attached hereto and by this reference made a part hereof.

Passed and adopted this 3rd day of July, 2002.

APPROVED:

Lawrence K. Nelson, Mayor

ATTESTED:

Brigitta K. Stanz, City Clerk

APPROVED AS TO FORM:

Steven W. Moore, City Attorney

City of YUMA

CERTIFICATION

I, Brigitta K. Stanz, do hereby certify that I am the duly appointed City Clerk of the City of Yuma, Arizona, and that the attached resolution, Resolution No. R2002-31, is a true and correct copy of the resolution on file in the Office of the City Clerk.

Brigitta K. Stanz

Brigitta K. Stanz, City Clerk

7-9-02

Date

EXHIBIT "A"

STP-008-A(6)P/H458101C
B8@I8 Yuma Casa Grande

ITEM NO.	DESCRIPTION	UNIT	*ACTUAL* QUANTITY	UNIT PRICE	AMOUNT
8081158	Waterline (20")	L Ft.	2864	$41.53	$118,941.92
8081260	60" Pipe (HDPE)	L. Ft.	120	$208.10	$24,972.00
8080569	36" Pipe (HDPE)	L. Ft.	0	$80.58	$0.00
8080602	Service (Connection)	Each	1	$17,967.00	$17,967.00
8080251	Blow Off Assembly for Waterline	Each	1	$3,242.00	$3,242.00
8080821	Valve Box (20" & Cover)	Each	4	$11,388.00	$45,552.00
9250002	Construction Surveying & Layout	L.Sum	1	$6,300.00	$6,300.00
				Sub-Total	**$216,974.92**

(Plus 12 % Construction Engineering and Administration) **$ 26,036.99**

Total **$243,011.91**

Arizona Governor's Award for Quality
2001 Award Recipient

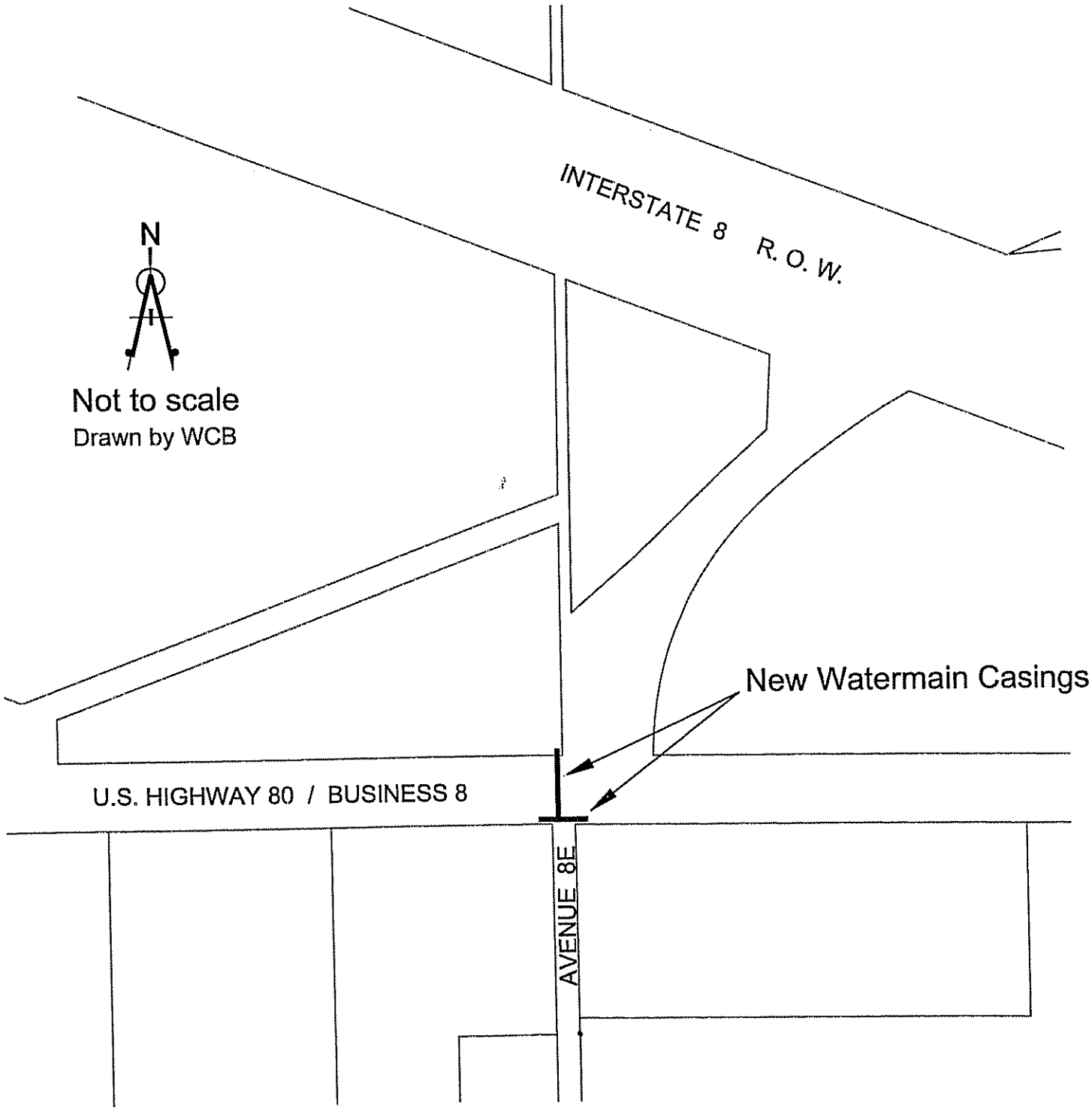

Exhibit A

Map 1 of 2

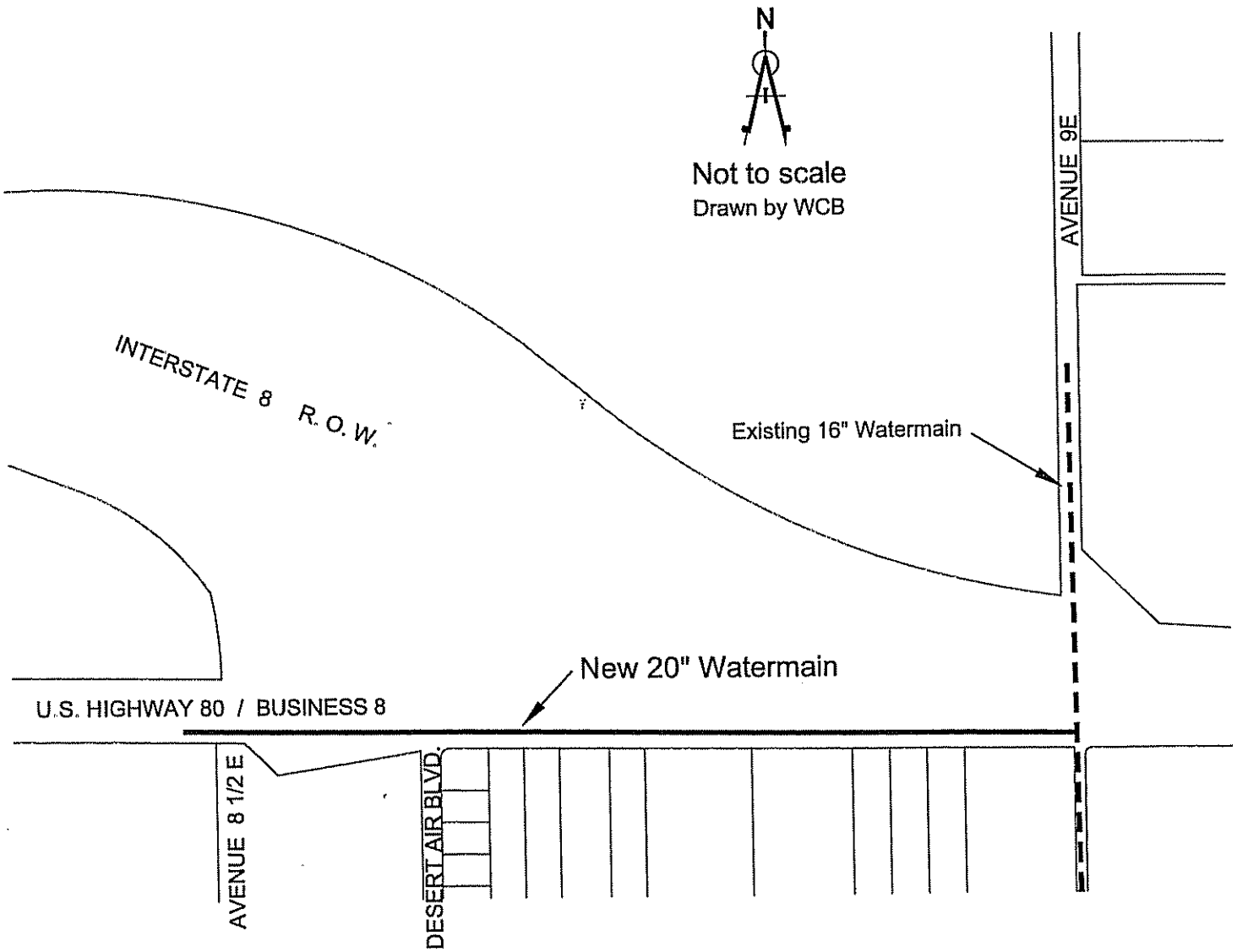

Exhibit A

Map 2 of 2

JPA 02-02

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, among the STATE OF ARIZONA, Department Of Transportation and the CITY OF YUMA, 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. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 17 day of June, 2002.

Attorney

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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

MAIN PHONE: (602) 542-1680
FACSIMILE: (602) 542-3646

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR02-0455TRN, 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 July 24, 2002.

JANET NAPOLITANO
Attorney General

Susan Davis

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/srs

Att.

749876