AG Contract No.: KR05-0292TRN
ADOT ECS File No.: JPA 04-030
TRACS: H3957 01C
Project No :
Section: SR 69/89 State Project
Budget Source Item No.. 12604

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

THIS AGREEMENT is entered into this date 27th of April 2005 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 PRESCOTT, 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 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 has agreed to design and construct a multi-use path along SR 89-69 (exhibit attached). As part of the scope of work for the State's SR 89-69 roadway improvement project the City has agreed to contribute an amount not to exceed $177,000 00 toward safety enhancements for the multi-use path, hereinafter referred to as the "Project" The City has agreed to be responsible for the operation and maintenance of the multi-use path including but not limited to, lighting, irrigation system, and electrical power.

4. The parties hereto agree to and acknowledge the following conditions: a) The estimated monetary amounts referenced in this Agreement are subject to change and could change substantially before completion of the Project; b) The parties shall perform their responsibilities consistent with this Agreement, and c) Any change or modification to the Project will only occur with the mutual written consent of the parties.

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

NO. 27487
Filed with the Secretary of State
Date Filed: 04/27/05
Janice K. Brewer
Secretary of State
By: Lindy D. Greenewold

II. SCOPE OF WORK

1. The State Shall:

a. Prepare design plans, specifications and other such documents and services required for construction bidding and construction of the Project, and submits to the City for comments as appropriate.

b. Advertise for bids and award one or more construction contract(s) for the Project. Administer contracts for the Project and make all payments to the contractor(s).

c. Not be obligated to provide proper and perpetual maintenance, water and electrical power for the multi-use path should the City fail to budget as set forth in this Agreement.

d. Not be responsible for future funding of striping, symbols, signs and other related improvements to the multi-use path.

e. Require the City to apply and receive approval for an encroachment permit through the Prescott District Office for all planned maintenance work for the multi-use path and request the City to provide written notification to said office prior to any future maintenance.

f. Upon execution of this Agreement invoice the City an amount of $177,000.00 for the City's total contribution toward safety enhancements for the multi-use path (bid items attached).

2. The City Shall:

a. Upon execution and receipt of an invoice from the State, remit to the State a total amount of $177,000.00 for its contribution toward safety enhancements for the multi-use path (bid items attached).

b. Obtain an encroachment permit through the Prescott District Office for all planned maintenance work for the multi-use path. Provide written notification to said office prior to any future maintenance.

c. Upon completion of construction, budget for, maintain, and operate the multi-use path improvements, including, but not limited to lighting, irrigation system and electrical power all at City's expense.

d. Be responsible for replacing future striping, symbols, signs and other related improvements to the multi-use path at City's own expense.

e. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual".

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion. However, the City shall provide perpetual maintenance for the multi-use path. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-days (30) written notice to either party. The State shall in no way be obligated to maintain said Project should either City fail to budget or provide for proper maintenance for the multi-use path as set forth in this Agreement.

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 Sections 38-511.

4. 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 Sections 12-1518

5. The provisions of Arizona Revised Statues Section 35-214 are applicable to this contract.

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. 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.

9. 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 17th Avenue, Mail Drop 616E Phoenix, AZ. 85007 FAX (602) 712-7424	City of Prescott P.O. Box 2059 Prescott, AZ 86303	ADOT Prescott District Office 1109 Commerce Street Prescott, AZ 86305

10. Pursuant to Arizona Revised Statutes, Section 11-952 (D), attached hereto and incorporated herein is the written determination of each parties 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

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THE CITY OF PRESCOTT

By _____
ROWLE P. SIMMONS
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
DOUGLAS A. FORSTIE P.E
Deputy State Engineer, Operations

ATTEST

By _____
MARIE L. WATSON
City Clerk

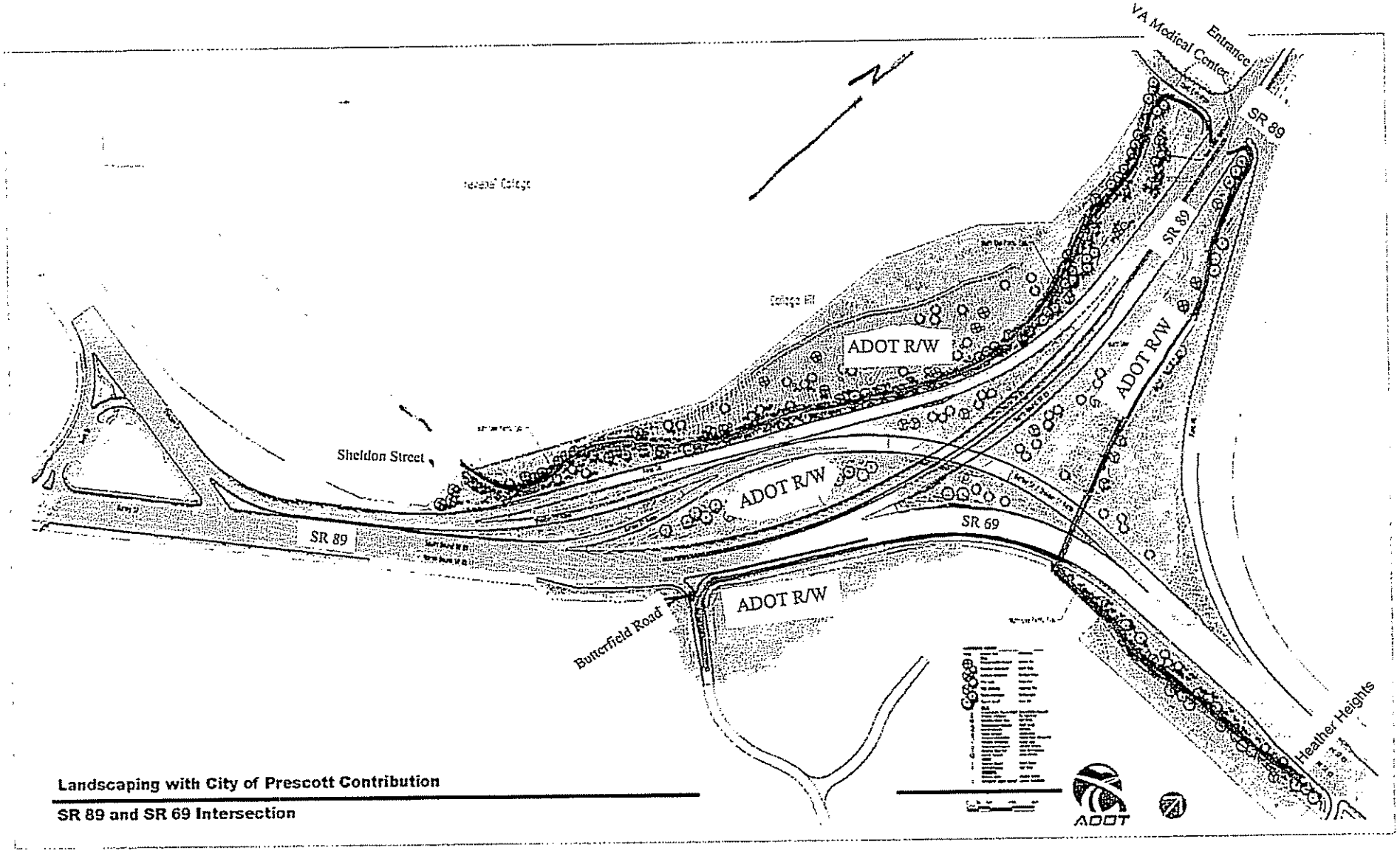
#05-077

G:04-030-Prescott 69/89 State Project
11 April 2005-ly

MULTI USE PATHWAY CONSTRUCTION BID ITEMS

INTERSECTON OF SR 89 and SR 69 TI

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
6070052	SIGN POST (PERFORATED) (2S)	L. FT.	114	$22.00	$2,508.00
6070060	FOUNDATION FOR SIGN POST (CONCRETE)	EACH	15	$175.00	$2,625.00
6080002	REGULATORY, WARN OR MARKER SIGN PANEL W/ TYP II SHEET	SQ. FT.	29	$15.00	$435.00
6080022	FLAT SHEET ALUM W/DIR. APP OR SLK SCRN CHAR. TYPE II SHEET	SQ. FT.	33	$15.00	$495.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L. FT.	975	$0.15	$146.25
7320060	ELECTRICAL CONDUIT (2 1/2") (PVC)	L. FT.	3,505	$6.00	$21,030.00
7320110	ELECTRICAL CONDUIT (1")(RIGID METAL)	L. FT.	175	$3.00	$525.00
7320463	PULL BOX (NO. 3 1/2)(APS SUPPLIED, CONTRACTOR INSTALLED)	EACH	2	$500.00	$1,000.00
7340120	METER PEDESTAL CABINET	EACH	2	$5,000.00	$10,000.00
7360110	LUMINAIRE (UNDERDECK)(HPS 70 WATT)	EACH	7	$400.00	$2,800.00
7360333	PEDESTRIAN LIGHTING (MULTI-USE PATH)	EACH	42	$1,000.00	$42,000.00
7370455	MISCELLANEOUS ELECTRICAL (AS-BUILT DRAWINGS OF ELEC. SYSTEM & INSTALLATION OF ELEC. DEVICE NUMBERS)	L. SUM	1	$5,000.00	$5,000.00
9080243	CONCRETE SIDEWALK (4" DEPTH)	SQ. FT	21,783	$3.00	$65,349.00
	CONSTRUCTION PROJECT SUBTOTAL				**$153,913.25**
	CONSTRUCTION ENGINEERING (15%)				$23,086.99
	PROJECT TOTAL				**$177,000.24**



Landscaping with City of Prescott Contribution

SR 89 and SR 69 Intersection

RESOLUTION NO. 3666

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION PROVIDING FOR THE INCLUSION OF CERTAIN FEATURES IN THE SR 69/89 IMPROVEMENT PROJECT IN THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA

WHEREAS, the City Council, on the 8th day of March, 2005, passed Resolution No 3655, which requested that the Arizona Department of Transportation (ADOT) include certain features in the SR 69/89 improvement project, hereinafter, the "Project"; and

WHEREAS, the parties do now wish to approve an intergovernmental agreement implementing Resolution No. 3655, to provide for the inclusion of certain features in the Project, and to provide for the contribution of City funding for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT, the attached Intergovernmental Agreement between the City of Prescott and ADOT, JPA 04-030, is hereby approved.

SECTION 2. THAT, the Mayor and Staff are hereby authorized to execute any and all documents on behalf of the City of Prescott, and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 12th day of APRIL, 2005.

ROWLE P. SIMMONS, Mayor

ATTEST:

MARIE L. WATSON
City Clerk

APPROVED AS TO FORM:

JOHN R. MOFFITT
City Attorney

JPA 04-030

ATTORNEY APPROVAL FORM

FOR THE CITY OF PRESCOTT

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PRESCOTT, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declares 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 15th day of APRIL, 2005.

Attorney

ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION

MEMORANDUM

Jeffrey T. Murray
Assistant Attorney General

Direct: (602) 542-8859
Fax: (602) 542-3646

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR05-0292TRN (**JPA 04-030**), 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 April 25th, 2005.

TERRY GODDARD
Attorney General

JEFFREY T. MURRAY
Assistant Attorney General
Transportation Section

JTM:dgr
Attachment
901939