

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

CC: 6R  
Amend No. \_\_\_\_\_

Date Prepared: June 7, 2008

Council Meeting Date: July 1, 2008

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**TO:** Terry Ellis, City Manager  
**FROM:** Dan Nisser, P.E., Acting Engineering Director  
**PREPARED BY:** Chris Kmetty, P.E., Senior Civil Engineer  
**SUBJECT:** Adoption of the Resolution approving the Intergovernmental Agreement between the State of Arizona and the City of Peoria for construction of certain improvements to The Arizona Department of Transportation's (ADOT's) new segment of freeway, State Route 303 Loop (SR 303L); the Agua Fria River to Interstate 17. (Engineering Project No. P-0808, AG Contract No. P001-2008-002655 TRN ADOT ECS File No. JPA 08-051, Project No. 303-A-NFA 303 MA 025, TRACS No. H7156 01D)

**RECOMMENDATION:**

That Mayor and Council adopt the resolution approving the Intergovernmental Agreement (IGA) with the State of Arizona in the amount of \$2,633,320.00 for the construction of certain improvements to State Route 303 Loop (SR 303L) from the Agua Fria River to Interstate 17 and authorize the Mayor to execute the Intergovernmental Agreement between the State of Arizona and City of Peoria.

Additionally, that Mayor and Council authorize the following budget actions:

- Authorize the use of reserves from the Water Expansion Fund and a budget transfer in the amount of \$201,577 from the Water Fund Contingency Account 2050-2050-570000 to the Loop 303 Waterline Crossing Project, Water Expansion Fund, Water System Account 2161-2221-543002-CIPWR-UT00249
- Authorize a budget transfer in the amount of \$166,568 from the Loop 303 Interchanges Project, Half Cent Sales Tax Fund, Street System Account 1210-0350-543001-CIPST-EN00242 to the Loop 303 Trail Underpasses Project Half Cent Sales Tax Fund, Park Improvements Account 1210-0350-543005-CIPPK-EN00287
- Authorize the use of reserves from the Half Cent Sales Tax Fund and a budget transfer in the amount of \$233,375 from the Half Cent Sales Tax Fund Contingency Account 1210-0350-570000 to the Loop 303 Trail Underpasses Project, Half Cent Sales Tax Fund, Park Improvements Account 1210-0350-543005-CIPPK-EN00287

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**CITY CLERK USE ONLY:**

- Consent Agenda
- Carry Over to Date: \_\_\_\_\_
- Approved
- Unfinished Business (Date heard previous: \_\_\_\_\_)
- New Business

ORD. # \_\_\_\_\_ RES. # 08-108  
LCON# 15608 LIC. # \_\_\_\_\_  
Action Date: \_\_\_\_\_

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Payment will be from the following accounts:

- \$37,179 - Loop 303 Interchanges Project, County Transportation Sales Tax Fund, Street System Account 4550-4550-543001-CIPST-EN00242
- \$399,943 - Loop 303 Trail Underpasses Project, Half Cent Sales Tax Fund, Park Improvements Account 1210-0350-543005-CIPPK-EN00287
- \$1,387,508 - Loop 303 Waterline Crossings Project, Water Expansion Fund, Water System Account 2161-2221-543002-CIPWR-UT00249
- \$808,690 - Loop 303 Wastewater Line Crossings Project Wastewater Expansion Fund, Wastewater System Account 2510-2630-543003-CIPWW-UT00254

**SUMMARY:**

The SR 303L is part of the Regional Transportation Plan Freeway Program (RTPFP) adopted by the Maricopa Association of Governments (MAG) in November 2003. The RTPFP funds the construction of a six-lane freeway facility, with three lanes in each direction of travel, referred to as a 3+0 lane arrangement. The SR 303L is planned to ultimately have five lanes; four general purpose lanes and one high occupancy vehicle (HOV) lane in each direction, referred to as a 4+1 lane arrangement, when additional funding is available. The construction of the 3+0 facility will be implemented in two phases. Two lanes in each direction, referred to as the 2+0, will be constructed in the first phase, and the second phase will construct the third lane in each direction to achieve the 3+0 arrangement.

This 7-mile long project will involve significant amounts of earth moving, bridge construction and on-site and off-site drainage improvements and the alignment is summarized below:

- The new facility begins approximately three-quarters of a mile south of the existing intersection of the SR 303L and Happy Valley Parkway and proceeds to the north with a slight westerly realignment.
- A new, Single-point Urban Interchange (SPUI) will be constructed at the intersection of SR 303L and Happy Valley Parkway. All bridges will be constructed to accommodate the 3+0 facility.
- The mainline roadway will pass over Happy Valley Parkway on a new bridge. The mainline roadway approaching the future Jomax Parkway interchange will separate onto the interchange ramps.
- The future interchange and bridges over the future Jomax Parkway will be constructed in the next phase of the RTPFP.
- The mainline roadway will pass over Lone Mountain Parkway on a new bridge and proceed northeasterly to the future interchange with the future Westland Drive where the roadway will pass beneath a future bridge carrying Westland Drive.

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- The mainline roadway turns easterly and passes over the Agua Fria River before reaching the future interchange with 96th Avenue, where the roadway will pass beneath a future bridge carrying 96th Avenue.
- The mainline roadway proceeds to a new compact diamond interchange at Lake Pleasant Parkway, where it will pass beneath a new bridge carrying the Parkway.

On June 17, 2008, Council approved an IGA with the State for design of enhancements to the construction of the State Route 303L from Happy Valley Road (Milepost 25.17) to Lake Pleasant Parkway (Milepost 31.47). The enhancements requested by the City included four (4) elements; 1) new water and sewer lines under SR 303L for future City use, 2) Single Point Urban Interchanges at Happy Valley Parkway and Lone Mountain Parkway, 3) trail crossings at six locations and 4) enhanced aesthetic upgrades. The City's costs associated with this IGA were \$477,308.

The Arizona Department of Transportation will construct SR 303L in two projects. The first segment (ADOT TRACS No. H7156 01 C) to be constructed will be SR 303L from Happy Valley Parkway to the Agua Fria River, additionally the first segment will build the bridge structures at Lake Pleasant Parkway and the CAP canal. The second segment (ADOT TRACS No. H7157 01 C) will construct from the Agua Fria River to Interstate 17. The second segment is only within the City for Peoria limits from the Agua Fria River to New River.

Incident to the State's construction of the second phase, from the Agua Fria River to Interstate 17, the City requests the State include the construction of the following three (3) elements in the State's construction project: 1) construct new water/sewer/reclaimed lines or casings for future lines for the City's future development; 2) construct certain aesthetics along SR303L at the New River bridge, and 3) increase the height of the box culvert at station 1856+20 to twelve feet to accommodate a future City of Peoria Trail.

A summary of the new water/sewer/reclaimed lines or casings for future lines included in element 1) is provided below:

LOCATION	SIZE OF CASING	FUTURE FACILITIES
96 <sup>th</sup> Ave	30 inch	16 inch water line future
96 <sup>th</sup> Ave	N/A	12 inch sewer line
96 <sup>th</sup> Ave	2 – 20 inch	2 – 8 inch force mains
Lake Pleasant Pkwy	30 inch	16 inch water line
Lake Pleasant Pkwy	54 inch	36 inch water line
Lake Pleasant Pkwy	N/A	12 inch sewer line

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The attached IGA is for the construction of the three (3) elements listed above and included in segment 2 (ADOT TRACS No. H7157 01 C). A summary of each party's responsibilities identified in the attached IGA for segment 2 is provided below:

STATE

1. 30 days prior to advertisement, invoice the city in the amount of \$2,633,320
2. Call for bids and award one or more construction contracts
3. Administer the contracts
4. Notify the City if additional funds are required
5. Upon completion of the project, provide the City a recapitulation of the project costs
6. Invoice or reimburse the City for any difference between the amount deposited by the City and the actual costs
7. Upon completion of the project, approve and accept the project and be responsible for maintenance of SR303 and SPUI structures inside the State's control of access
8. Grant or confirm that the City has an annual blanket permit for routine/normal maintenance or emergency maintenance work provided by the City

CITY

1. Upon notification and within 30 days of receipt of the invoice deposit \$2,633,320 into the appropriate account
2. Attend monthly construction progress meetings
3. Be responsible for costs for any additional requests
4. Obtain an annual blanket permit for routine/normal maintenance or emergency maintenance work provided by the City
5. Upon completion and acceptance of the project by the State, provide routine/normal maintenance for the City's requested elements
6. Elements to be maintained by the City include:
  - Utility enhancements
  - Aesthetic enhancements
  - Graffiti removal

A summary of the City's estimated costs associated with the construction of the requested three (3) elements is provided below (all costs include 14% Construction Engineering and Admin Fee):

Utility Enhancement	\$2,196,198
Trail Crossings (Lump Sum)	\$ 399,943
Aesthetics Enhancements (Lump Sum)	\$ 37,179
Project Total	\$2,633,320

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Per the Agreement with ADOT, Lump Sum items above are a negotiated cost and will not be adjusted. Utility enhancements are engineering estimates and final costs are subject to low bid process to be administered by ADOT.

There are three IGAs between ADOT and the City of Peoria required to complete the design and construction of all elements requested by the City of Peoria as a part of the SR 303L. One of the IGAs was approved by Council on June 17, 2008 and two IGAs have been submitted for Council approval on July 1, 2008. A summary of the costs associated with the three IGAs is provided below:

June 17, 2008	SR 303 L Design (H7156 01D); Happy Valley Pkwy to Lake Pleasant Parkway	\$ 477,308
July 1, 2008	SR 303 L Construction (H7157 01C); Agua Fria to New River	\$2,633,320
July 1, 2008	SR 303 L Construction (H7156 01C); (Chris to insert)	<u>\$5,963,574</u>
Total		\$9,074,202

**ATTACHMENTS:**

1. Resolution
2. Intergovernmental Agreement
3. Vicinity Map

**RESOLUTION NO. 08-108**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, ADOPTING A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS TO STATE ROUTE 303 LOOP (SR303L) FROM THE AGUA FRIA RIVER TO INTERSTATE 17.**

**WHEREAS, the City of Peoria Mayor and City Council are authorized by Title 9, Chapter 2, Article 4, Section 9-276 (1) to lay out and establish or otherwise improve streets, alleys, avenues, sidewalks, etc. and by Title 11, Chapter 7, Section 11-951 *et seq.* to enter into intergovernmental agreements with other governing bodies for services or joint exercise of powers; and**

**WHEREAS, the City desires to enter into an intergovernmental agreement with the State of Arizona for the construction of certain improvements to State Route 303L from the Agua Fria River to Interstate 17; and**

**WHEREAS, the City is willing in order to pay for the costs associated with the construction of certain improvements to State Route 303L from the Agua Fria River to Interstate 17; and**

**WHEREAS, by the City entering into the Intergovernmental Agreement with the State of Arizona the public interest will best be served.**

**THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Peoria, Arizona approves and adopts this Resolution to enter into an intergovernmental agreement with the State of Arizona for the construction of certain improvements to State Route 303L from the Agua Fria River to Interstate 17.**

Resolution No. 08-108

State of Arizona for construction of certain improvements to SR303L – Agua Fria to I17.

July 1, 2008

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PASSED AND APPROVED by the Mayor and City Council of the City of Peoria, Arizona this 1<sup>st</sup> day of July 1, 2008.

\_\_\_\_\_  
Bob Barrett, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jo Kief, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Kemp, City Attorney

**ADOT File No.: IGA/JPA.: 08-095 I**  
**AG Contract No.: P001-XXXX-XXXXXX**  
**Project: SR303L (Construction)**  
**Section: Agua Fria River**  
**to Interstate 17**  
**TRACS No.: H7157 01C**  
**Budget Source Item No.: City Funding**

## **INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**  
**THE STATE OF ARIZONA**  
**AND**  
**CITY OF PEORIA**

THIS AGREEMENT is entered into this date \_\_\_\_\_, 2008, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PEORIA, acting by and through its MAYOR and the CITY COUNCIL (the "City"). Collectively referred to as, the "Parties".

### **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 § 48-572 and City Charter, Article 1, Section 3(15) 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 construction of a new roadway known as State Route 303L (SR303L), from the Agua Fria River to Interstate 17, the City requests the State include the construction of the following three (3) elements in the State's construction project: **1) construct new water/sewer/reclaimed lines or casings for future lines for the City's future development; 2) construct certain aesthetics along SR303L at the New River bridge, and 3) increase the height of the box culvert at station 1856+20 to twelve feet to accommodate a future City of Peoria Trail, collectively herein referred to as the "Project", at the City's expense outlined in Exhibit A, attached hereto and made a part hereof, currently estimated at \$2,633,320.00.**

4. The parties hereto agree and acknowledge to the following conditions: **1) The amounts referenced in this agreement are subject to change; 2) The estimated amounts can change substantially; and, 3) Both parties will perform their responsibilities consistent with the agreement.**

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

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## II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, agree to be the authorized agent for and on behalf of the City; agree to incorporate the City's elements for construction in accordance with the Project plans.

b. Invoice the City **\$2,033,320.00** for a portion of the estimated cost to construct the Project, within 30-days prior to advertisement of the Project, which will include fixed rates as shown on Exhibit A, which include: construction surveying and layout share (1%); contractor quality control (1%); mobilization (10%); administration (5%) and construction engineering (9%); all shown on Exhibit A, to be applied to **TRACS No.: H7157 01C**. Payment of the estimated amount will be due (30) days after receipt of an invoice from the State and will be deposited in the Local Government Investment Pool (LGIP) Account for the City, to be drawn down as necessary to make monthly contractor payments associated with the Project.

c. Invoice the City **\$600,000.00** June 15, 2009 for the balance of the estimated costs to construct the Project. Payment of the estimated balance will be due (30) days after receipt of an invoice from the State or no later than July 15, 2009 and will be deposited in the Local Government Investment Pool (LGIP) Account for the City, to be drawn down as necessary to make monthly contractor payments associated with the Project.

d. Call for bids and award one or more construction contract(s) for the Project 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 attributable to the State.

e. Administer the contract(s) and draw down the LGIP Account as necessary to make monthly contractor payments associated with the Project. Provide the City with a monthly report showing the progress of the Project draws against the LGIP Account.

f. Notify the City if additional funds are required as necessary for deposit into the LGIP Account during the Project and request written concurrence prior to the State incurring additional construction costs, should said costs exceed the current estimated amount.

g. Not be obligated to incur any expenditures in excess of the amount of the City's remittance unless and until so authorized in writing by the City, should unforeseen conditions or circumstances increase the cost of said Project requiring a change in the extent or scope of work called for in this Agreement.

h. Agree that the amount deposited into the LGIP Account, any Investment Interest earned on the balance in the LGIP Account and any other funds provided by the City, will be used by the State solely to pay the costs to fund the construction of the Project described herein, per the estimated costs, as shown on Exhibit A.

i. Upon completion of the Project, provide the City with a recapitulation of the actual Project costs, along with an invoice or reimbursement, for the difference between the amount deposited by the City and drawn from the LGIP Account and the actual costs for the Project, to include the fixed rates for Item 1 only of Exhibit A, as provided in II.1.a. above.

j. Upon completion of construction of the Project, approve and accept the Project on behalf of the Parties hereto as complete. Be responsible for the maintenance of SR 303L inside the State's control of access, to include but not limited to major resurfacing, rehabilitation, and roadway reconstruction

treatments rehabilitation and/or betterments of the roadways, curbs, medians, channelization, drainage facilities - (except where responsibility is defined by separate Agreement), guardrails, walls, chain-link fencing, bridge structures (including pedestrian bridges overpasses and equestrian bridges), drainage ways, tunnels, and other roadway-related facilities (excluding special traffic signals, wrought iron fencing, aesthetic enhancement features, certain drainage facilities, and special materials requested by the City), generally within the State's access control limits.

k. Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office, that the City has a valid annual *city-wide* Blanket Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree any new construction or installation shall require a separate permit through the State's Phoenix Maintenance District Permit Supervisor, as per the Phoenix Maintenance District's established procedures.

2. The City will:

a. Upon execution of this Agreement hereby designate the State as the authorized agent for and on behalf of the City.

b. Prior to the award of a construction contract for the Project, establish a Local Government Investment Pool (LGIP) Account with the State Treasurer, authorizing the State to be the sole signatory on said LGIP Account.

c. Upon notification and within 30-days from receipt of invoice from the State, deposit **\$2,033,320.00** into the LGIP Account for the estimated cost to construct the Project, which includes fixed rates as shown on Exhibit A, which include: construction surveying and layout share (1%); contractor quality control (1%); mobilization (10%); administration (5%) and construction engineering (9%); all shown on Exhibit A, to be applied to **TRACS No.: H7157 01C**. Agree said funds shall be available to the State as required to pay monthly actual contractor payments associated with the Project. Interest on the LGIP Account shall be for the benefit of the City.

d. Upon notification and within 30-days from receipt of invoice from the State, deposit **\$600,000.00** no later than July 15, 2009 for the balance of the estimated costs to construct the Project and will be deposited in the Local Government Investment Pool (LGIP) Account for the City, to be drawn down as necessary to make monthly contractor payments associated with the Project.

e. Attend monthly construction progress meetings. Confer with the State on any Project related contract modifications and provide written concurrence when applicable. Be responsible for any contractor claims for extra compensation caused by or attributable to the City.

f. Be responsible for all costs for any additional changes requested by the City which will include fixed rates as described in II.1.a and 2.c. above.

g. Agree that the amount deposited into the LGIP Account, any interest earned on the balance in the LGIP Account and any other funds provided by the City, will be used by the State solely to pay the costs to fund the construction of the Project described herein, or reimbursed upon completion of the Project.

h. Obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual citywide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree, any new construction or installation

shall require a separate permit as per the Phoenix Maintenance District's established procedures, of which may be obtained through the Phoenix Maintenance District Office referenced herein.

i. Upon completion and acceptance of the Project by the State on behalf of the Parties hereto, provide routine maintenance to the Project for the City's requested elements detailed in the Project plans and shown on Exhibit "A". Routine maintenance - means that work necessary to maintain requested features and area of responsibility consistent with City maintenance levels. The defined features include: utility enhancements and aesthetic enhancements identified in Exhibit A. Relative to the City's requested aesthetic enhancements provided herein, the City will make its best effort to provide maintenance consistent with City maintenance levels, including the upkeep of painting when fading occurs. Agree to restore to its original paint coloration as determined upon a joint field review with the State, approximately in 5-year intervals. The routine maintenance of the defined features will include preventative activities such as graffiti removal within designated areas of established rights of way (not covered in a separate maintenance Agreement).

3. The Parties:

a. Will make their best efforts to execute Master Roadway Maintenance Agreement to be executed prior to completion of construction of the Project, which will outline each Party's maintenance responsibilities relative to the Project expressed herein. However, maintenance responsibilities specified herein shall remain in effect upon execution of this Agreement until such time as the Master Roadway Maintenance Agreement is in effect.

b. Agree to conduct an annual joint field review and inspection of the designated areas of responsibility of the Parties including the City's requested aesthetic enhancements, to ensure both Parties are executing proper and timely response to the completion of assigned maintenance. Said field review will commence annually beginning one-year from the date of completion of the Project.

### **III. MISCELLANEOUS PROVISIONS**

1. This Agreement shall become effective upon filing with the Secretary of State.

2. This Agreement shall remain in full force and effect until completion of the work contemplated herein and all reimbursements. This Agreement may be cancelled at any time with 30-days written notice to either party prior to the advertisement of a construction contract. Should the City fail to fulfill its obligations set forth in this Agreement or withdraw its proposed plans for whatever reason, the City shall be responsible for all costs incurred by the State up to the time of the City's withdrawal.

3. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers..

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract to both Parties, who shall be afforded the same rights and interests under this Agreement.

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 Agreement 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 Agreement, this Agreement 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 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 Arizona Revised Statutes Sections 12-1518, as applicable.

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 17 Avenue, MD 637E  
Phoenix, AZ 85007  
(602)712-7124 FAX : 602-712-3132

City of Peoria  
Attn: City Engineer  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345  
(623) 773-7301 FAX: (623) 773-7211

For Maintenance Permit – Contact:

Arizona Department of Transportation  
Phoenix Maintenance District Permits Office  
2140 S 22nd Ave, Mail Drop PM00  
Phoenix, AZ 85017

10. In accordance with Arizona Revised Statutes Section 11-952, (D) 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.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**CITY OF PEORIA**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
BOB BARRETT  
Mayor

By \_\_\_\_\_  
FLOYD P. ROEHRICH, Jr., P.E.  
Deputy State Engineer Valley Transportation

ATTEST:

By \_\_\_\_\_  
MARY JO KIEF  
City Clerk

**IGA/JPA 08-095 I**

**ATTORNEY APPROVAL FORM FOR THE CITY OF PEORIA**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF PEORIA, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY OF PEORIA 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 \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
City Attorney

**EXHIBIT A  
 SUMMARY**

**SR303L, LAKE PLEASANT PKWY TO I-17  
 303 MA 030 H7157 01C  
 DESCRIPTION AND COST OF ITEMS FOR THE CITY OF PEORIA ENHANCEMENTS**

ITEM	COST				DESCRIPTION
	DESIGN	CONSTRUCTION	RIGHT-OF-WAY	TOTAL	
1 Utility Enhancements	\$0	\$1,926,490	\$0	\$1,926,490	Estimated cost for the construction of sleeves and carrier pipes across the SR 303L for future City of Peoria utilities
14% CONSTRUCTION ENGINEERING AND ADMINISTRATION	\$0	\$269,708	\$0	\$269,708	Construction Engineering and Administration was calculated on a percentage basis of the cost of the City's Item 1.
<b>ITEM 1 TOTAL</b>	<b>\$0</b>	<b>\$2,196,198</b>	<b>\$0</b>	<b>\$2,196,198</b>	
2 Aesthetics Enhancements	\$0	\$32,614	\$0	\$32,614	Lump Sum Cost for the enhancements to the ADOT standard aesthetics including painting the patterns and barriers on th New River Bridge.
14% CONSTRUCTION ENGINEERING AND ADMINISTRATION	\$0	\$4,566	\$0	\$4,566	Construction Engineering and Administration was calculated on a percentage basis of the cost of the City's Item 2
<b>ITEM 2 TOTAL</b>	<b>\$0</b>	<b>\$37,179</b>	<b>\$0</b>	<b>\$37,179</b>	

**EXHIBIT A  
 SUMMARY**

**SR303L, LAKE PLEASANT PKWY TO I-17  
 303 MA 030 H7157 01C**

**DESCRIPTION AND COST OF ITEMS FOR THE CITY OF PEORIA ENHANCEMENTS**

ITEM	COST				DESCRIPTION
	DESIGN	CONSTRUCTION	RIGHT-OF-WAY	TOTAL	
3 Trail Crossing	\$0	\$350,827	\$0	\$350,827	Estimated cost to increase the size of the box culvert at station 1856+20 from a 10x6 RCBC to a 10x12 RCBC to provide an opportunity for a future City trail.
14% CONSTRUCTION ENGINEERING AND ADMINISTRATION	\$0	\$49,116	\$0	\$49,116	Construction Engineering and Administration was calculated on a percentage basis of the cost of the City's Item 3.
<b>ITEM 3 TOTAL</b>	<b>\$0</b>	<b>\$399,943</b>	<b>\$0</b>	<b>\$399,943</b>	
<b>TOTAL COST TO CITY</b>	<b>\$0</b>	<b>\$2,633,320</b>	<b>\$0</b>	<b>\$2,633,320</b>	

**EXHIBIT A  
ITEM 1 SUMMARY BACKUP  
303 MA 030 H7157 01C**

Pre-PSE Version  
JPA XX-XXX  
Date 5/30/08

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	<b>SR303L - CITY OF PEORIA UTILITY CROSSINGS</b>				
2	<b>ESTIMATED COST - GRAND TOTAL FOR WATER &amp; SEWER</b>				
3					
4	<b>ENHANCEMENT ITEMS</b>				
5	8080247 BLOW-OFF ASSEMBLY (2") (TYPE A) (MAG DET. 390)	EACH	4	\$2,200.00	\$8,800.00
6	8080620 PROVIDE WATER SERVICE, 2"	EACH	1	\$3,500.00	\$3,500.00
7	8080647 VALVE BOX (TYPE A) (DET. U1 FOR CASING VENT PIPE)	EACH	4	\$600.00	\$2,400.00
8	8080698 SEWER PLUG (MAG DET. 427)	EACH	4	\$500.00	\$2,000.00
9	8080991 WATER MAIN (12" DIP, CLASS 350, RECLAIMED WATER, DIRECT BURY)	LFT	0	\$74.00	\$0.00
10	8080992 WATER MAIN (12" DIP, CLASS 350, RECLAIMED WATER, IN CASING)	LFT	0	\$60.00	\$0.00
11	8080993 WATER MAIN (16" DIP, CLASS 250, WATERLINE, DIRECT BURY)	LFT	232	\$100.00	\$23,200.00
12	8080994 WATER MAIN (16" DIP, CLASS 250, WATERLINE, IN CASING)	LFT	914	\$90.00	\$82,260.00
13	8080995 WATER MAIN (36" DIP, CLASS 250, WATERLINE, DIRECT BURY)	LFT	223	\$300.00	\$66,900.00
14	8080996 WATER MAIN (36" DIP, CLASS 250, WATERLINE, IN CASING)	LFT	914	\$250.00	\$228,500.00
15	8090703 CASING (20" HDPE FOR FUTURE 8" FORCEMAIN)	LFT	1,406	\$175.00	\$246,050.00
16	8081008 WATER MAIN (24" HDPE, CASING FOR 12" RECLAIMED WATER)	LFT	0	\$185.00	\$0.00
17	8081009 WATER MAIN (30" HDPE, CASING FOR 16" WATERLINE)	LFT	1,615	\$200.00	\$323,000.00
18	8081010 WATER MAIN (54" HDPE, CASING FOR 36" WATERLINE)	LFT	912	\$325.00	\$296,400.00
19	8090186 SEWER PIPE (12")	LFT	4,286	\$60.00	\$257,160.00
20	8091113 MANHOLE, SANITARY SEWER, 5' DIA	EACH	14	\$7,000.00	\$98,000.00
21	<b>SUBTOTAL CONSTRUCTION COST</b>				<b>\$1,638,170.00</b>
22	<b>CONTINGENCY FOR UNKNOWN ITEMS</b>			5.00%	\$81,908.50
23	<b>SUBTOTAL CONSTRUCTION COST (1)</b>				<b>\$1,720,078.50</b>
24					
25	<b>GENERAL CONSTRUCTION ITEMS</b>				
26	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1% of (A)	\$17,201.00
27	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	1% of (A)	\$17,201.00
28	MOBILIZATION SHARE	L.SUM	1	10% of (A)	\$172,009.00
29	<b>SUBTOTAL GENERAL CONSTRUCTION COST (2)</b>				<b>\$206,411.00</b>
30					
31	<b>ITEM 1 SUB-TOTAL COST FOR PROJECT H7157</b>				<b>\$1,926,489.50</b>

(A)

(B)

**EXHIBIT A  
ITEM 1 SUMMARY BACKUP  
303 MA 030 H7167 01C**

Pre-PSE Version:  
JPA XX-XXX  
Date: 5/30/08

Item No	Item Description	Unit	Quantity	Unit Price	Amount
32					
33	ADMINISTRATION			5% of (B)	\$96,324.00
34	CONSTRUCTION ENGINEERING			9% of (B)	\$173,384.00
35					
36	<b>ITEM 1 TOTAL COST FOR CITY OF PEORIA UTILITY ENHANCEMENTS</b>				<b>\$2,196,197.50</b>
37					

**NOTES:**

1. Construction Surveying and Layout was calculated on a a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
2. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
3. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's construction cost.
4. Construction Engineering and Administration plus Consultant Construction Management is calculated on a percentage basis (14.0% fixed rate)
5. Maintenance of Traffic is not applicable
6. Design Engineering is not applicable
7. Engineering Administration is not applicable

**EXHIBIT A  
ITEM 1 SUMMARY BACKUP  
303 MA 030 H7167 01C**

Pre-PSE Version  
JPA X.X-XXX  
Date 5/30/08

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	<b>SR303L - CITY OF PEORIA UTILITY CROSSINGS</b>				
2	<b>ESTIMATED COST - WATER TOTAL</b>				
3					
4	<b>ENHANCEMENT ITEMS</b>				
5	8080247 BLOW-OFF ASSEMBLY (2")(TYPE A)(MAG DET. 390)	EACH	4	\$2,200.00	\$8,800.00
6	8080620 PROVIDE WATER SERVICE, 2"	EACH	1	\$3,500.00	\$3,500.00
7	8080647 VALVE BOX (TYPE A)(DET. U1 FOR CASING VENT PIPE)	EACH	4	\$600.00	\$2,400.00
8	8080698 SEWER PLUG (MAG DET. 427)	EACH	0	\$500.00	\$0.00
9	8080991 WATER MAIN (12" DIP, CLASS 350, RECLAIMED WATER, DIRECT BURY)	L.FT	0	\$74.00	\$0.00
10	8080992 WATER MAIN (12" DIP, CLASS 350, RECLAIMED WATER, IN CASING)	L.FT	0	\$60.00	\$0.00
11	8080993 WATER MAIN (16" DIP, CLASS 250, WATERLINE, DIRECT BURY)	L.FT	232	\$100.00	\$23,200.00
12	8080994 WATER MAIN (16" DIP, CLASS 250, WATERLINE, IN CASING)	L.FT	914	\$90.00	\$82,260.00
13	8080995 WATER MAIN (36" DIP, CLASS 250, WATERLINE, DIRECT BURY)	L.FT	223	\$300.00	\$66,900.00
14	8080996 WATER MAIN (36" DIP, CLASS 250, WATERLINE, IN CASING)	L.FT	914	\$250.00	\$228,500.00
15	8090703 CASING (20" HDPE FOR FUTURE 8" FORCEMAIN)	L.FT	0	\$175.00	\$0.00
16	8081008 WATER MAIN (24" HDPE, CASING FOR 12" RECLAIMED WATER)	L.FT	0	\$185.00	\$0.00
17	8081009 WATER MAIN (30" HDPE, CASING FOR 16" WATERLINE)	L.FT	1,615	\$200.00	\$323,000.00
18	8081010 WATER MAIN (54" HDPE, CASING FOR 36" WATERLINE)	L.FT	912	\$325.00	\$296,400.00
19	8090186 SEWER PIPE (12")	L.FT	0	\$60.00	\$0.00
20	8091113 MANHOLE, SANITARY SEWER, 5' DIA	EACH	0	\$7,000.00	\$0.00
21	<b>SUBTOTAL CONSTRUCTION COST</b>				<b>\$1,034,960.00</b>
22	<b>CONTINGENCY FOR UNKNOWN ITEMS</b>			5.00%	\$51,748.00
23	<b>SUBTOTAL CONSTRUCTION COST (1)</b>				<b>\$1,086,708.00</b>
24					
25	<b>GENERAL CONSTRUCTION ITEMS</b>				
26	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1% of (A)	\$10,867.00
27	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	1% of (A)	\$10,867.00
28	MOBILIZATION SHARE	L.SUM	1	10% of (A)	\$108,671.00
29	<b>SUBTOTAL GENERAL CONSTRUCTION COST (2)</b>				<b>\$130,405.00</b>
30					
31	<b>ITEM 1 SUB-TOTAL COST FOR WATER</b>				<b>\$1,217,113.00</b>

(A)

(B)

**EXHIBIT A  
ITEM 1 SUMMARY BACKUP  
303 MA 030 H7157 01C**

Pre-PSE Version  
JPA XX-XXX  
Date 5/30/08

Item No	Item Description	Unit	Quantity	Unit Price	Amount
32					
33	ADMINISTRATION			5% of (B)	\$60,855.00
34	CONSTRUCTION ENGINEERING			9% of (B)	\$109,540.00
35					
36	<b>ITEM 1 PROJECT TOTAL COST FOR WATER</b>				<b>\$1,387,508.00</b>
37					

**NOTES:**

1. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
2. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
3. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's construction cost.
4. Construction Engineering and Administration plus Consultant Construction Management is calculated on a percentage basis (14.0% fixed rate)
5. Maintenance of Traffic is not applicable
6. Design Engineering is not applicable
7. Engineering Administration is not applicable

**EXHIBIT A  
ITEM 1 SUMMARY BACKUP  
303 MA 030 H7167 01C**

Pre-PSE Version  
JPA XX-XXX  
Date 5/30/08

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	<b>SR303L - CITY OF PEORIA UTILITY CROSSINGS</b>				
2	<b>ESTIMATED COST - SEWER TOTAL</b>				
3					
4	<b>ENHANCEMENT ITEMS</b>				
5	8080247 BLOW-OFF ASSEMBLY (2")(TYPE A)(MAG DET. 390)	EACH	0	\$2,200.00	\$0.00
6	8080620 PROVIDE WATER SERVICE, 2"	EACH	0	\$3,500.00	\$0.00
7	8080647 VALVE BOX (TYPE A)(DET. U1 FOR CASING VENT PIPE)	EACH	0	\$600.00	\$0.00
8	8080698 SEWER PLUG (MAG DET. 427)	EACH	4	\$500.00	\$2,000.00
9	8080991 WATER MAIN (12" DIP, CLASS 350, RECLAIMED WATER, DIRECT BURY)	L.FT	0	\$74.00	\$0.00
10	8080992 WATER MAIN (12" DIP, CLASS 350, RECLAIMED WATER, IN CASING)	L.FT	0	\$60.00	\$0.00
11	8080993 WATER MAIN (16" DIP, CLASS 250, WATERLINE, DIRECT BURY)	L.FT	0	\$100.00	\$0.00
12	8080994 WATER MAIN (16" DIP, CLASS 250, WATERLINE, IN CASING)	L.FT	0	\$90.00	\$0.00
13	8080995 WATER MAIN (36" DIP, CLASS 250, WATERLINE, DIRECT BURY)	L.FT	0	\$300.00	\$0.00
14	8080996 WATER MAIN (36" DIP, CLASS 250, WATERLINE, IN CASING)	L.FT	0	\$250.00	\$0.00
15	8090703 CASING (20" HDPE FOR FUTURE 8" FORCEMAIN)	L.FT	1,406	\$175.00	\$246,050.00
16	8081008 WATER MAIN (24" HDPE, CASING FOR 12" RECLAIMED WATER)	L.FT	0	\$185.00	\$0.00
17	8081009 WATER MAIN (30" HDPE, CASING FOR 16" WATERLINE)	L.FT	0	\$200.00	\$0.00
18	8081010 WATER MAIN (54" HDPE, CASING FOR 36" WATERLINE)	L.FT	0	\$325.00	\$0.00
19	8090186 SEWER PIPE (12")	L.FT	4,286	\$60.00	\$257,160.00
20	8091113 MANHOLE, SANITARY SEWER, 5' DIA	EACH	14	\$7,000.00	\$98,000.00
21	<b>SUBTOTAL CONSTRUCTION COST</b>				<b>\$603,210.00</b>
22	<b>CONTINGENCY FOR UNKNOWN ITEMS</b>			5.00%	\$30,160.50
23	<b>SUBTOTAL CONSTRUCTION COST (1)</b>				<b>\$633,370.50</b>
24					
25	<b>GENERAL CONSTRUCTION ITEMS</b>				
26	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1% of (A)	\$6,334.00
27	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	1% of (A)	\$6,334.00
28	MOBILIZATION SHARE	L.SUM	1	10% of (A)	\$63,338.00
29	<b>SUBTOTAL GENERAL CONSTRUCTION COST (2)</b>				<b>\$76,006.00</b>
30					
31	<b>ITEM 1 SUB-TOTAL COST FOR SEWER</b>				<b>\$709,376.50</b>

(A)

(B)

**EXHIBIT A  
ITEM 1 SUMMARY BACKUP  
303 MA 030 H7157 01C**

Pre-PSE Version  
JPA XX-XXX  
Date 5/30/08

Item No	Item Description	Unit	Quantity	Unit Price	Amount
32					
33	ADMINISTRATION			5% of (B)	\$35,469.00
34	CONSTRUCTION ENGINEERING			9% of (B)	\$63,844.00
35					
36	<b>ITEM 1 PROJECT TOTAL COST FOR SEWER</b>				<b>\$808,889.50</b>
37					

**NOTES:**

1. Construction Surveying and Layout was calculated on a a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
2. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
3. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's construction cost.
4. Construction Engineering and Administration plus Consultant Construction Management is calculated on a percentage basis (14.0% fixed rate)
5. Maintenance of Traffic is not applicable
6. Design Engineering is not applicable
7. Engineering Administration is not applicable

**EXHIBIT A  
ITEM 1 SUMMARY BACKUP  
303 MA 030 H7167 01C**

Pre-PSE Version  
JPA XX-XXX  
Date 5/30/08

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	<b>SR303L - CITY OF PEORIA UTILITY CROSSINGS</b>				
2	<b>ESTIMATED COST - 96TH AVENUE WATER</b>				
3					
4	<b>ENHANCEMENT ITEMS</b>				
5	8080247 BLOW-OFF ASSEMBLY (2")(TYPE A)(MAG DET. 390)	EACH	0	\$2,200.00	\$0.00
6	8080620 PROVIDE WATER SERVICE, 2"	EACH	0	\$3,500.00	\$0.00
7	8080647 VALVE BOX (TYPE A)(DET. U1 FOR CASING VENT PIPE)	EACH	0	\$600.00	\$0.00
8	8080698 SEWER PLUG (MAG DET. 427)	EACH	0	\$500.00	\$0.00
9	8080991 WATER MAIN (12" DIP, CLASS 350, RECLAIMED WATER, DIRECT BURY)	L.FT	0	\$74.00	\$0.00
10	8080992 WATER MAIN (12" DIP, CLASS 350, RECLAIMED WATER, IN CASING)	L.FT	0	\$60.00	\$0.00
11	8080993 WATER MAIN (16" DIP, CLASS 250, WATERLINE, DIRECT BURY)	L.FT	0	\$100.00	\$0.00
12	8080994 WATER MAIN (16" DIP, CLASS 250, WATERLINE, IN CASING)	L.FT	0	\$90.00	\$0.00
13	8080995 WATER MAIN (36" DIP, CLASS 250, WATERLINE, DIRECT BURY)	L.FT	0	\$300.00	\$0.00
14	8080996 WATER MAIN (36" DIP, CLASS 250, WATERLINE, IN CASING)	L.FT	0	\$250.00	\$0.00
15	8090703 CASING (20" HDPE FOR FUTURE 8" FORCEMAIN)	L.FT	0	\$175.00	\$0.00
16	8081008 WATER MAIN (24" HDPE, CASING FOR 12" RECLAIMED WATER)	L.FT	0	\$185.00	\$0.00
17	8081009 WATER MAIN (30" HDPE, CASING FOR 16" WATERLINE)	L.FT	703	\$200.00	\$140,600.00
18	8081010 WATER MAIN (54" HDPE, CASING FOR 36" WATERLINE)	L.FT	0	\$325.00	\$0.00
19	8090186 SEWER PIPE (12")	L.FT	0	\$60.00	\$0.00
20	8091113 MANHOLE, SANITARY SEWER, 5' DIA	EACH	0	\$7,000.00	\$0.00
21	<b>SUBTOTAL CONSTRUCTION COST</b>				<b>\$140,600.00</b>
22	<b>CONTINGENCY FOR UNKNOWN ITEMS</b>			5.00%	\$7,030.00
23	<b>SUBTOTAL CONSTRUCTION COST (1)</b>				<b>\$147,630.00</b>
24					
25	<b>GENERAL CONSTRUCTION ITEMS</b>				
26	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1% of (A)	\$1,476.00
27	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	1% of (A)	\$1,476.00
28	MOBILIZATION SHARE	L.SUM	1	10% of (A)	\$14,763.00
29	<b>SUBTOTAL GENERAL CONSTRUCTION COST (2)</b>				<b>\$17,715.00</b>
30					
31	<b>ITEM 1 SUB-TOTAL COST FOR 96TH AVENUE WATER</b>				<b>\$165,345.00</b>

(A)

(B)

**EXHIBIT A  
ITEM 1 SUMMARY BACKUP  
303 MA 030 H7167 01C**

Pre-PSE Version  
JPA XX-XXX  
Date 5/30/08

Item No	Item Description	Unit	Quantity	Unit Price	Amount
32					
33	ADMINISTRATION			5% of (B)	\$8,267.00
34	CONSTRUCTION ENGINEERING			9% of (B)	\$14,881.00
35					
36	<b>ITEM 1 PROJECT TOTAL COST FOR 98 AVENUE WATER</b>				<b>\$188,493.00</b>
37					

**NOTES:**

1. Construction Surveying and Layout was calculated on a a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
2. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
3. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's construction cost.
4. Construction Engineering and Administration plus Consultant Construction Management is calculated on a percentage basis (14.0% fixed rate)
5. Maintenance of Traffic is not applicable
6. Design Engineering is not applicable
7. Engineering Administration is not applicable

**EXHIBIT A  
ITEM 1 SUMMARY BACKUP  
303 MA 030 H7167 01C**

Pre-PSE Version  
JPA XX-XXX  
Date 5/30/08

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	<b>SR303L - CITY OF PEORIA UTILITY CROSSINGS</b>				
2	<b>ESTIMATED COST - 96TH AVENUE SEWER</b>				
3					
4	<b>ENHANCEMENT ITEMS</b>				
5	8080247 BLOW-OFF ASSEMBLY (2")(TYPE A)(MAG DET. 390)	EACH	0	\$2,200.00	\$0.00
6	8080620 PROVIDE WATER SERVICE, 2"	EACH	0	\$3,500.00	\$0.00
7	8080647 VALVE BOX (TYPE A)(DET. U1 FOR CASING VENT PIPE)	EACH	0	\$600.00	\$0.00
8	8080698 SEWER PLUG (MAG DET. 427)	EACH	2	\$500.00	\$1,000.00
9	8080991 WATER MAIN (12" DIP, CLASS 350, RECLAIMED WATER, DIRECT BURY)	L.FT	0	\$74.00	\$0.00
10	8080992 WATER MAIN (12" DIP, CLASS 350, RECLAIMED WATER, IN CASING)	L.FT	0	\$60.00	\$0.00
11	8080993 WATER MAIN (16" DIP, CLASS 250, WATERLINE, DIRECT BURY)	L.FT	0	\$100.00	\$0.00
12	8080994 WATER MAIN (16" DIP, CLASS 250, WATERLINE, IN CASING)	L.FT	0	\$90.00	\$0.00
13	8080995 WATER MAIN (36" DIP, CLASS 250, WATERLINE, DIRECT BURY)	L.FT	0	\$300.00	\$0.00
14	8080996 WATER MAIN (36" DIP, CLASS 250, WATERLINE, IN CASING)	L.FT	0	\$250.00	\$0.00
15	8090703 CASING (20" HDPE FOR FUTURE 8" FORCEMAIN)	L.FT	1,406	\$175.00	\$246,050.00
16	8081008 WATER MAIN (24" HDPE, CASING FOR 12" RECLAIMED WATER)	L.FT	0	\$185.00	\$0.00
17	8081009 WATER MAIN (30" HDPE, CASING FOR 16" WATERLINE)	L.FT	0	\$200.00	\$0.00
18	8081010 WATER MAIN (54" HDPE, CASING FOR 36" WATERLINE)	L.FT	0	\$325.00	\$0.00
19	8090186 SEWER PIPE (12")	L.FT	1,291	\$60.00	\$77,460.00
20	8091113 MANHOLE, SANITARY SEWER, 5' DIA	EACH	5	\$7,000.00	\$35,000.00
21	<b>SUBTOTAL CONSTRUCTION COST</b>				<b>\$359,510.00</b>
22	<b>CONTINGENCY FOR UNKNOWN ITEMS</b>			5.00%	<b>\$17,975.50</b>
23	<b>SUBTOTAL CONSTRUCTION COST (1)</b>				<b>\$377,485.50</b>
24					
25	<b>GENERAL CONSTRUCTION ITEMS</b>				
26	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1% of (A)	\$3,775.00
27	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	1% of (A)	\$3,775.00
28	MOBILIZATION SHARE	L.SUM	1	10% of (A)	\$37,749.00
29	<b>SUBTOTAL GENERAL CONSTRUCTION COST (2)</b>				<b>\$45,299.00</b>
30					
31	<b>ITEM 1 SUB-TOTAL COST FOR 96TH AVENUE SEWER</b>				<b>\$422,784.50</b>

(A)

(B)

**EXHIBIT A  
ITEM 1 SUMMARY BACKUP  
303 MA 030 H7167 01C**

Pre-PSE Version  
JPA XX-XXX  
Date 5/30/08

Item No	Item Description	Unit	Quantity	Unit Price	Amount
32					
33	ADMINISTRATION			5% of (B)	\$21,139.00
34	CONSTRUCTION ENGINEERING			9% of (B)	\$38,051.00
35					
36	<b>ITEM 1 PROJECT TOTAL COST FOR 96TH AVENUE SEWER</b>				<b>\$481,974.50</b>
37					

**NOTES:**

1. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
2. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
3. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's construction cost.
4. Construction Engineering and Administration plus Consultant Construction Management is calculated on a percentage basis (14.0% fixed rate)
5. Maintenance of Traffic is not applicable
6. Design Engineering is not applicable
7. Engineering Administration is not applicable

**EXHIBIT A  
ITEM 1 SUMMARY BACKUP  
303 MA 030 H7167 01C**

Pre-PSE Version  
JPA XX-XXX  
Date 5/30/08

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	<b>SR303L - CITY OF PEORIA UTILITY CROSSINGS</b>				
2	<b>ESTIMATED COST - LAKE PLEASANT PARKWAY WATER</b>				
3					
4	<b>ENHANCEMENT ITEMS</b>				
5	8080247 BLOW-OFF ASSEMBLY (2")(TYPE A)(MAG DET. 390)	EACH	4	\$2,200.00	\$8,800.00
6	8080620 PROVIDE WATER SERVICE, 2"	EACH	1	\$3,500.00	\$3,500.00
7	8080647 VALVE BOX (TYPE A)(DET. U1 FOR CASING VENT PIPE)	EACH	4	\$600.00	\$2,400.00
8	8080698 SEWER PLUG (MAG DET. 427)	EACH	0	\$500.00	\$0.00
9	8080991 WATER MAIN (12" DIP, CLASS 350, RECLAIMED WATER, DIRECT BURY)	L.FT	0	\$74.00	\$0.00
10	8080992 WATER MAIN (12" DIP, CLASS 350, RECLAIMED WATER, IN CASING)	L.FT	0	\$60.00	\$0.00
11	8080993 WATER MAIN (16" DIP, CLASS 250, WATERLINE, DIRECT BURY)	L.FT	232	\$100.00	\$23,200.00
12	8080994 WATER MAIN (16" DIP, CLASS 250, WATERLINE, IN CASING)	L.FT	914	\$90.00	\$82,260.00
13	8080995 WATER MAIN (36" DIP, CLASS 250, WATERLINE, DIRECT BURY)	L.FT	223	\$300.00	\$66,900.00
14	8080996 WATER MAIN (36" DIP, CLASS 250, WATERLINE, IN CASING)	L.FT	914	\$250.00	\$228,500.00
15	8090703 CASING (20" HDPE FOR FUTURE 8" FORCEMAIN)	L.FT	0	\$175.00	\$0.00
16	8081008 WATER MAIN (24" HDPE, CASING FOR 12" RECLAIMED WATER)	L.FT	0	\$185.00	\$0.00
17	8081009 WATER MAIN (30" HDPE, CASING FOR 16" WATERLINE)	L.FT	912	\$200.00	\$182,400.00
18	8081010 WATER MAIN (54" HDPE, CASING FOR 36" WATERLINE)	L.FT	912	\$325.00	\$296,400.00
19	8090186 SEWER PIPE (12")	L.FT	0	\$60.00	\$0.00
20	8091113 MANHOLE, SANITARY SEWER, 5' DIA	EACH	0	\$7,000.00	\$0.00
21	<b>SUBTOTAL CONSTRUCTION COST</b>				<b>\$894,360.00</b>
22	<b>CONTINGENCY FOR UNKNOWN ITEMS</b>			5.00%	<b>\$44,718.00</b>
23	<b>SUBTOTAL CONSTRUCTION COST (1)</b>				<b>\$939,078.00</b>
24					
25	<b>GENERAL CONSTRUCTION ITEMS</b>				
26	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1% of (A)	\$9,391.00
27	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	1% of (A)	\$9,391.00
28	MOBILIZATION SHARE	L.SUM	1	10% of (A)	\$93,908.00
29	<b>SUBTOTAL GENERAL CONSTRUCTION COST (2)</b>				<b>\$112,690.00</b>
30					
31	<b>ITEM 1 SUB-TOTAL COST FOR LAKE PLEASANT WATER</b>				<b>\$1,051,768.00</b>

(A)

(B)

**EXHIBIT A  
ITEM 1 SUMMARY BACKUP  
303 MA 030 H7157 01C**

Pre-PSE Version  
JPA XX-XXX  
Date 5/30/08

Item No	Item Description	Unit	Quantity	Unit Price	Amount
32					
33	ADMINISTRATION			5% of (B)	\$52,588.00
34	CONSTRUCTION ENGINEERING			9% of (B)	\$94,659.00
35					
36	<b>ITEM 1 PROJECT TOTAL COST FOR LAKE PLEASANT WATER</b>				<b>\$1,199,015.00</b>
37					

**NOTES:**

1. Construction Surveying and Layout was calculated on a a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
2. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
3. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's construction cost.
4. Construction Engineering and Administration plus Consultant Construction Management is calculated on a percentage basis (14.0% fixed rate)
5. Maintenance of Traffic is not applicable
6. Design Engineering is not applicable
7. Engineering Administration is not applicable

**EXHIBIT A  
ITEM 1 SUMMARY BACKUP  
303 MA 030 H7157 01C**

Pre-PSE Version  
JPA XX-XXX  
Date 5/30/08

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	<b>SR303L - CITY OF PEORIA UTILITY CROSSINGS</b>				
2	<b>ESTIMATED COST - LAKE PLEASANT PARKWAY SEWER</b>				
3					
4	<b>ENHANCEMENT ITEMS</b>				
5	8080247 BLOW-OFF ASSEMBLY (2")(TYPE A)(MAG DET. 390)	EACH	0	\$2,200.00	\$0.00
6	8080620 PROVIDE WATER SERVICE, 2"	EACH	0	\$3,500.00	\$0.00
7	8080647 VALVE BOX (TYPE A)(DET. U1 FOR CASING VENT PIPE)	EACH	0	\$600.00	\$0.00
8	8080698 SEWER PLUG (MAG DET. 427)	EACH	2	\$500.00	\$1,000.00
9	8080991 WATER MAIN (12" DIP, CLASS 350, RECLAIMED WATER, DIRECT BURY)	LFT	0	\$74.00	\$0.00
10	8080992 WATER MAIN (12" DIP, CLASS 350, RECLAIMED WATER, IN CASING)	LFT	0	\$60.00	\$0.00
11	8080993 WATER MAIN (16" DIP, CLASS 250, WATERLINE, DIRECT BURY)	LFT	0	\$100.00	\$0.00
12	8080994 WATER MAIN (16" DIP, CLASS 250, WATERLINE, IN CASING)	LFT	0	\$90.00	\$0.00
13	8080995 WATER MAIN (36" DIP, CLASS 250, WATERLINE, DIRECT BURY)	LFT	0	\$300.00	\$0.00
14	8080996 WATER MAIN (36" DIP, CLASS 250, WATERLINE, IN CASING)	LFT	0	\$250.00	\$0.00
15	8090703 CASING (20" HDPE FOR FUTURE 8" FORCEMAIN)	LFT	0	\$175.00	\$0.00
16	8081008 WATER MAIN (24" HDPE, CASING FOR 12" RECLAIMED WATER)	LFT	0	\$185.00	\$0.00
17	8081009 WATER MAIN (30" HDPE, CASING FOR 16" WATERLINE)	LFT	0	\$200.00	\$0.00
18	8081010 WATER MAIN (54" HDPE, CASING FOR 36" WATERLINE)	LFT	0	\$325.00	\$0.00
19	8090186 SEWER PIPE (12")	LFT	2,995	\$60.00	\$179,700.00
20	8091113 MANHOLE, SANITARY SEWER, 5' DIA	EACH	9	\$7,000.00	\$63,000.00
21	<b>SUBTOTAL CONSTRUCTION COST</b>				<b>\$243,700.00</b>
22	<b>CONTINGENCY FOR UNKNOWN ITEMS</b>			5.00%	\$12,185.00
23	<b>SUBTOTAL CONSTRUCTION COST (1)</b>				<b>\$255,885.00</b>
24					
25	<b>GENERAL CONSTRUCTION ITEMS</b>				
26	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1% of (A)	\$2,559.00
27	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	1% of (A)	\$2,559.00
28	MOBILIZATION SHARE	L.SUM	1	10% of (A)	\$25,589.00
29	<b>SUBTOTAL GENERAL CONSTRUCTION COST (2)</b>				<b>\$30,707.00</b>
30					
31	<b>ITEM 1 SUB-TOTAL COST FOR LAKE PLEASANT PARKWAY SEWER</b>				<b>\$286,592.00</b>

(A)

(B)

**EXHIBIT A  
ITEM 1 SUMMARY BACKUP  
303 MA 030 H7157 01C**

Pre-PSE Version  
JPA XX-XXX  
Date 5/30/08

Item No	Item Description	Unit	Quantity	Unit Price	Amount
32					
33	ADMINISTRATION			5% of (B)	\$14,330.00
34	CONSTRUCTION ENGINEERING			9% of (B)	\$25,793.00
35					
36	<b>ITEM 1 PROJECT TOTAL COST FOR LAKE PLEASANT PARKWAY SEWER</b>				<b>\$326,715.00</b>

**NOTES:**

1. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
2. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
3. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's construction cost.
4. Construction Engineering and Administration plus Consultant Construction Management is calculated on a percentage basis (14.0% fixed rate)
5. Maintenance of Traffic is not applicable
6. Design Engineering is not applicable
7. Engineering Administration is not applicable

EXHIBIT A  
ITEM 2 SUMMARY BACKUP  
303 MA H7157 01C

Pre-PSE Version  
JPA XX-XXX  
Date: 5/30/08

Item No	DESCRIPTION				
1	<b>SR303L - CITY OF PEORIA AESTHETIC ENHANCEMENTS</b>				
2	<b>ESTIMATED COST</b>				
3	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Amount</b>
4	<b>CITY OF PEORIA ENHANCEMENTS</b>				
5	<b>ESTIMATED COST</b>				
6	<b>ACCENT PAINT ON BARRIERS AND WALLS</b>				
7	NEW RIVER BRIDGES	SQ.FT.	8,824	\$3.00	\$26,472.00
8	<b>SUBTOTAL ENHANCEMENT COST</b>				<b>\$26,472.00</b>
9	<b>CONTINGENCY FOR UNKNOWN ITEMS</b>			10.00%	\$2,647.20
10	<b>SUBTOTAL ENHANCEMENT COST (1)</b>				<b>\$29,119</b>
11					
12					
13	<b>GENERAL CONSTRUCTION ITEMS</b>				
14	MAINTENANCE OF TRAFFIC SHARE	L.SUM		0.00%	\$0
15	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM		1% of (A)	\$291
16	CONTRACTOR QUALITY CONTROL SHARE	L.SUM		1% of (A)	\$291
17	MOBILIZATION SHARE	L.SUM		10% of (A)	\$2,912
18	<b>SUBTOTAL GENERAL CONSTRUCTION COST (2)</b>				<b>\$3,494</b>
19					
20	<b>ITEM 2 SUBTOTAL FOR ENHANCEMENT</b>				<b>\$32,614</b>

(A)

(B)

EXHIBIT A  
ITEM 2 SUMMARY BACKUP  
303 MA H7157 01C

Pre-PSE Version  
JPA XX-XXX  
Date: 5/30/08

21					
22	ADMINISTRATION			5% of (B)	\$1,631
23	CONSTRUCTION ENGINEERING			9% of (B)	\$2,935
24					
25	<b>ITEM 2 TOTAL COST FOR CITY OF PEORIA AESTHETIC ENHANCEMENTS</b>				<b>\$37,179</b>

**NOTES:**

1. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
2. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
3. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's construction cost.
4. Construction Engineering and Administration plus Consultant Construction Management is calculated on a percentage basis (14.0% fixed rate)
5. Maintenance of Traffic is not applicable
6. Design Engineering is not applicable
7. Engineering Administration is not applicable

**EXHIBIT A  
ITEM 3 SUMMARY BACKUP  
303 MA 030 H7167 01C**

Pre-PSE Version  
JPA XX-XXX  
Date 5/30/08

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	<b>SR303L - CITY OF PEORIA TRAIL CROSSING</b>				
2	<b>ESTIMATED COST - TRAIL CROSSING (STATION 1856+20)</b>				
3					
4	<b>ENHANCEMENT ITEMS</b>				
5	2030401 DRAINAGE EXCAVATION	CU.YD.	120	\$25.00	\$3,000.00
6	2030501 STRUCTURAL EXCAVATION	CU.YD.	1,083	\$40.00	\$43,320.00
7	2030506 STRUCTURE BACKFILL	CU.YD.	2,380	\$40.00	\$95,200.00
8	6010002 STRUCTURAL CONCRETE (CLASS S) (FC = 3,000)	CU.YD.	300	\$450.00	\$135,000.00
9	6050002 REINFORCING STEEL	LB.	25,711	\$0.80	\$20,568.80
10	6110201 METAL HANDRAIL	L.FT.	17	\$50.00	\$850.00
11	9130008 RIPRAP (DUMPED) (12")	CU.YD.	170	\$90.00	\$15,300.00
12	<b>SUBTOTAL CONSTRUCTION COST</b>				<b>\$313,238.80</b>
13	<b>CONTINGENCY FOR UNKNOWN ITEMS</b>			0.00%	\$0.00
14	<b>SUBTOTAL CONSTRUCTION COST (1)</b>				<b>\$313,238.80</b>
15					
16	<b>GENERAL CONSTRUCTION ITEMS</b>				
17	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1% of (A)	\$3,132.39
18	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	1% of (A)	\$3,132.39
19	MOBILIZATION SHARE	L.SUM	1	10% of (A)	\$31,323.88
20	<b>SUBTOTAL GENERAL CONSTRUCTION COST (2)</b>				<b>\$37,588.66</b>
21					
22	<b>ITEM 3 SUB-TOTAL COST FOR TRAIL CROSSING</b>				<b>\$350,827.46</b>

(A)

(B)

**EXHIBIT A  
ITEM 3 SUMMARY BACKUP  
303 MA 030 H7167 01C**

Pre-PSE Version  
JPA XX-XXX  
Date: 5/30/08

Item No	Item Description	Unit	Quantity	Unit Price	Amount
23					
24	ADMINISTRATION			5% of (B)	\$17,541.37
25	CONSTRUCTION ENGINEERING			9% of (B)	\$31,574.47
26					
27	<b>ITEM 3 PROJECT TOTAL COST FOR CITY OF PEORIA TRAIL CROSSING ENHANCEMENTS</b>				<b>\$399,943.30</b>

**NOTES:**

1. Construction Surveying and Layout was calculated on a a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
2. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
3. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's construction cost.
4. Construction Engineering and Administration plus Consultant Construction Management is calculated on a percentage basis (14.0% fixed rate)
5. Maintenance of Traffic is not applicable
6. Design Engineering is not applicable
7. Engineering Administration is not applicable

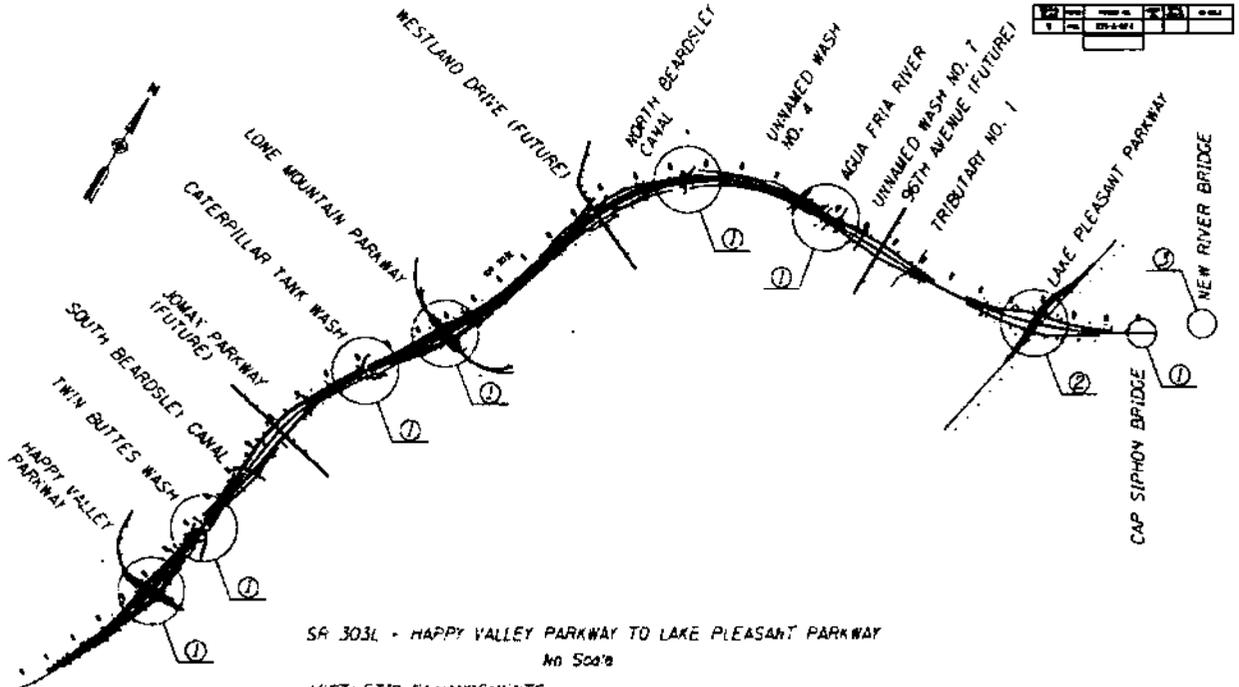
**EXHIBIT A  
ITEM 3 SUMMARY BACKUP  
303 MA 030 H7167 01C**

*Pre-PSE Version  
JPA XX-XXX  
Date 5/30/08*

Item No	Item Description	Unit	QUANTITY 10X12 RCBC	QUANTITY 10X6 RCBC	QUANTITY DIFFERENCE
1	<b>SR303L - CITY OF PEORIA TRAIL CROSSING</b>				
2	<b>ESTIMATED COST - TRAIL CROSSING (STATION 1856+20)</b>				
3					
4	<b>ENHANCEMENT ITEMS</b>				
5	2030401 DRAINAGE EXCAVATION	CU.YD.	210	90	120
6	2030501 STRUCTURAL EXCAVATION	CU.YD.	2,371	1,288	1,083
7	2030506 STRUCTURE BACKFILL	CU.YD.	3,688	1,308	2,380
8	6010002 STRUCTURAL CONCRETE (CLASS S) (F'C = 3,000)	CU.YD.	984	684	300
9	6050002 REINFORCING STEEL	LB.	92,294	66,583	25,711
10	6110201 METAL HANDRAIL	L.FT.	77	60	17
11	9130008 RIPRAP (DUMPED) (12")	CU.YD.	210	40	170

**NOTES:**

1. A 10x6 RCBC is required by ADOT for Drainage
2. A 10x12 RCBC will be constructed to provide the City of Peoria an opportunity for a future trail
3. The City will be only be responsible for the increase in quantities.



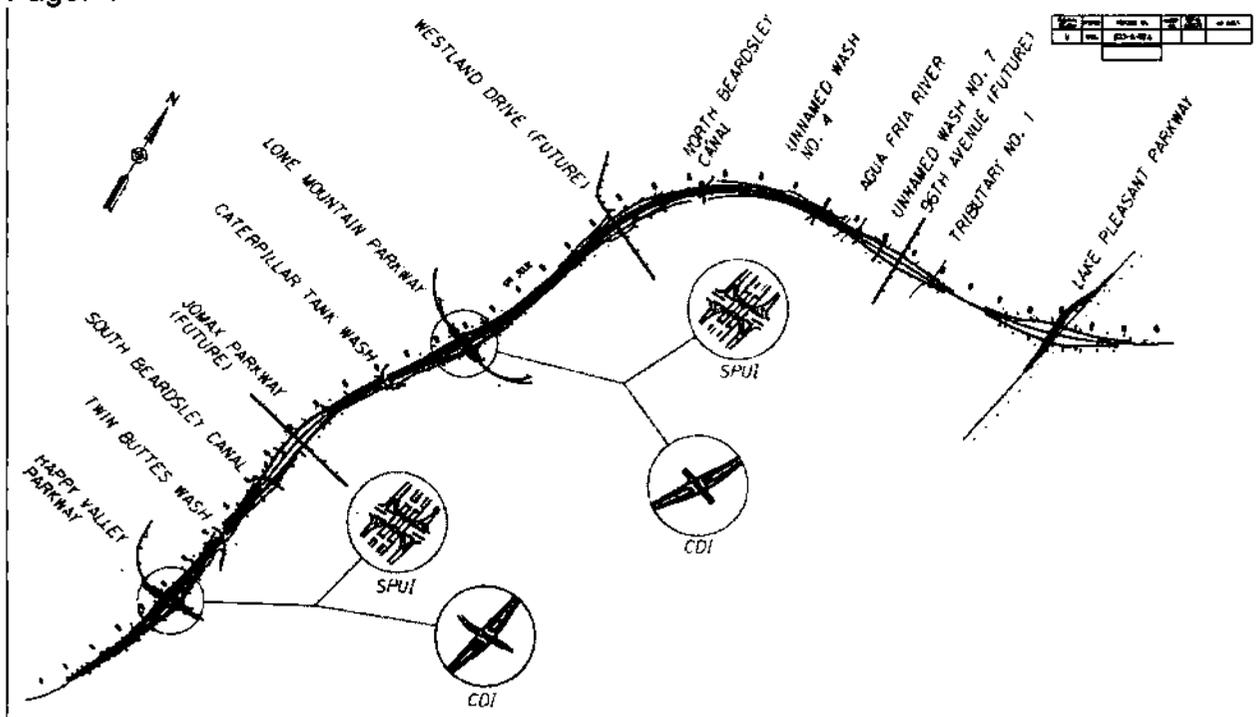
SR 303L - HAPPY VALLEY PARKWAY TO LAKE PLEASANT PARKWAY  
 No Scale

AESTHETIC ENHANCEMENTS

NOTES

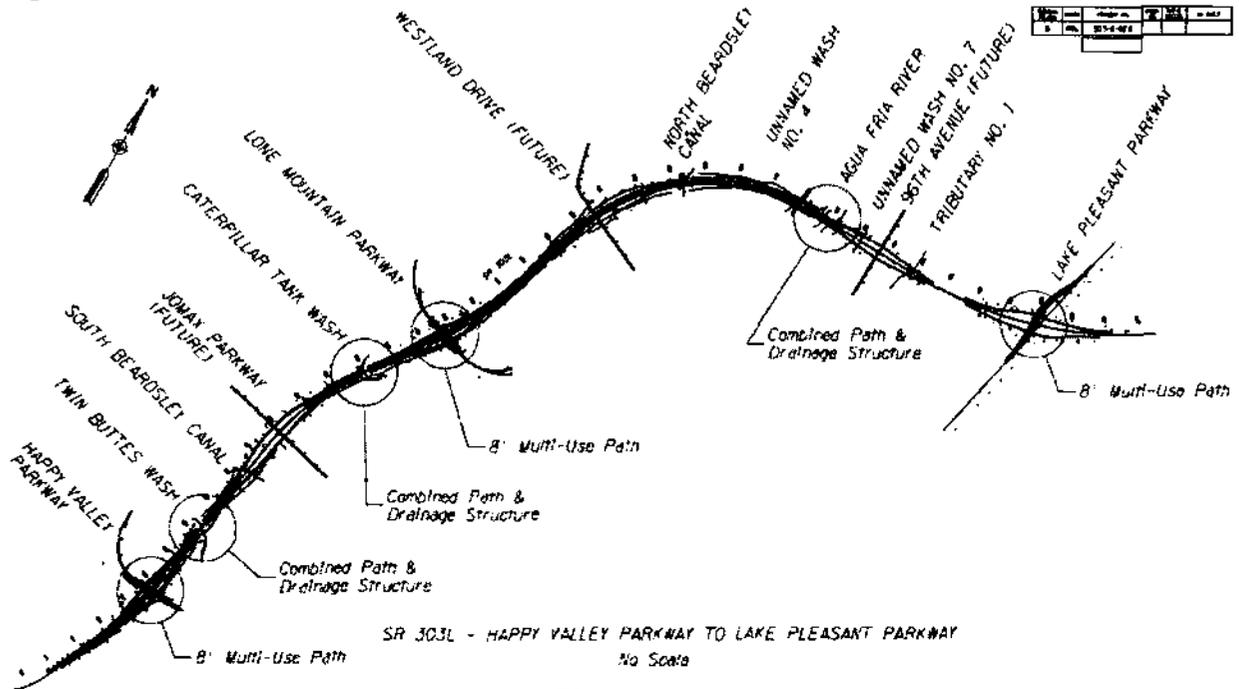
- ① Blue accent color for mountain pattern H7156 01C
- ② City of Pearl Logo mounted on Pedestrian Fence H7156 01C
- ③ Blue accent color for mountain pattern H7157 01C

PROJECT INFORMATION PROJECT NO. 303L SHEET NO. 01C		DATE 07-01-08
DRAWN BY [Signature]		CHECKED BY [Signature]
TITLE SR 303L - HAPPY VALLEY PARKWAY TO LAKE PLEASANT PARKWAY		STAGE V PRELIMINARY FOR THE CONSTRUCTION OF IMPROVEMENTS TO SR 303
SCALE 1"=100'	SHEET NO. 01C OF 01	DATE 07-01-08



SR 303L - HAPPY VALLEY PARKWAY TO LAKE PLEASANT PARKWAY  
 No Scale  
 CHANGE FROM COMPACT DIAMOND INTERCHANGE (CDI)  
 TO SINGLE POINT URBAN INTERCHANGE (SPUI)  
 H7156 01C

DATE	NO.	DESCRIPTION OF REVISIONS TO PREVIOUS EDITION	APPROVED BY
PREPARED BY: [Signature] CHECKED BY: [Signature] DATE: [Date]			SHEET NO. 333 TOTAL SHEETS 333 PROJECT NO. H7156 01C
TITLE: HAPPY VALLEY PKWY TO LAKE PLEASANT PKWY TRACS NO.			507-4-074 OF

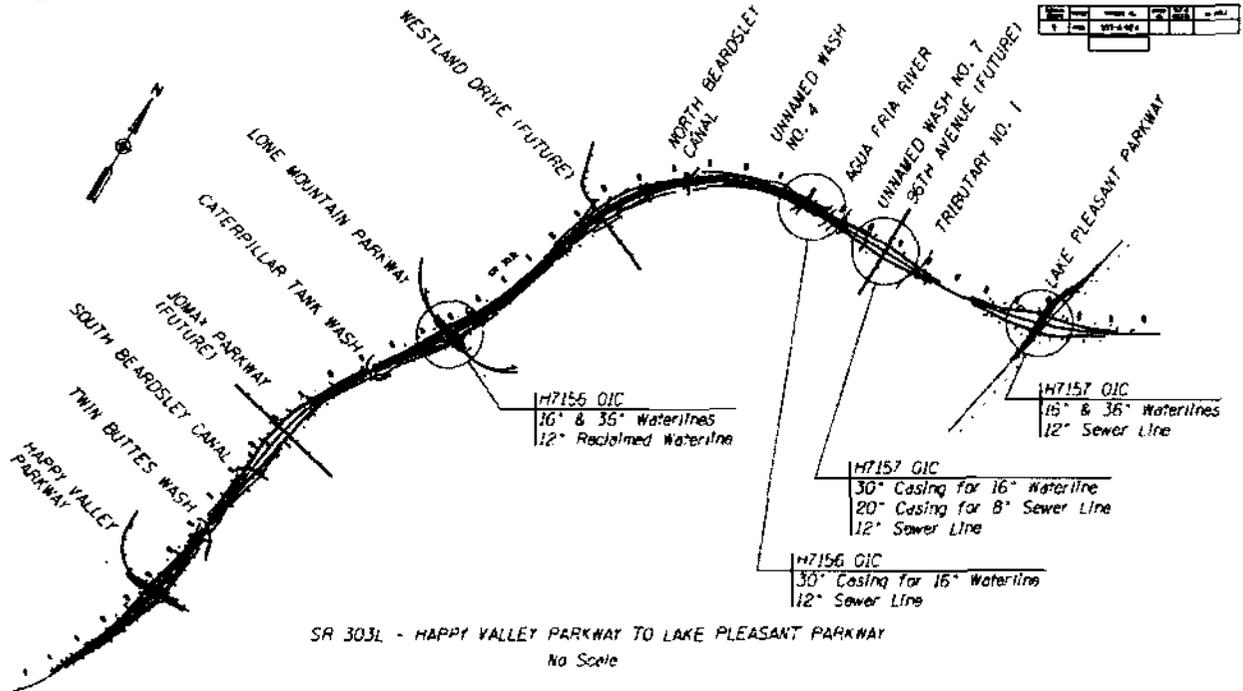


SR 303L - HAPPY VALLEY PARKWAY TO LAKE PLEASANT PARKWAY  
 No Scale

TRAIL CROSSINGS  
 H7156 01C

PROJECT INFORMATION PROJECT NO. H7156 01C PROJECT NAME: HAPPY VALLEY PARKWAY TO LAKE PLEASANT PARKWAY DATE: 07/01/08		SHEET NO. 8 TOTAL SHEETS 10
DRAWN BY: [Signature] CHECKED BY: [Signature]		SCALE: AS SHOWN DATE: 07/01/08
TRAIL CROSSINGS H7156 01C		OF

Council Communication  
 ADOT Construction JPA – Loop 303; Happy Valley Pkwy to Lake Pleasant Pkwy  
 (TRACS No. H7156 01 C)  
 July 1, 2008  
 Page: 9



CITY OF PEORIA UTILITY ENHANCEMENTS

DATE	ISSUED	BY	FOR
07/01/08	07/01/08	ADOT	CONSTRUCTION
PROJECT NO.			SR 303L
TRAC NO.			H7156-01C
STAGE			V
CONSTRUCTION			ADOT
DATE			07/01/08