

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

CC: 9R
Amend No. _____

Date Prepared: August 04, 2008

Council Meeting Date: August 26, 2008

TO: Carl Swenson, City Manager
FROM: Dan Nissen, P. E., Acting Engineering Director
PREPARED BY: Chris Kmetty, P. E., Senior Civil Engineer *CK*
SUBJECT: Adoption of the Resolution approving the Intergovernmental Agreement with the State of Arizona, City of Glendale and the City of Peoria in the amount of \$18,090,000. (AG Contract No. P001-2008-003955, ADOT File No. IGA/JPA 07-103, TRACS No. H707601 C).

RECOMMENDATION:

Discussion and possible action to adopt the Resolution approving the Intergovernmental Agreement (IGA) with the State of Arizona, City of Glendale and the City of Peoria in the amount of \$18,090,000 for Design and Construction of Peoria's Phase II of the Beardsley Connection Project (PW00152, Engineering Project No. P-0702) and the Design and Construction of the Union Hills Traffic Interchange (TI) Widening Project (EN00274, Engineering Project Number P-0710)

Payment will be from the following accounts in the Beardsley Road Extension project: GO Bond Fund Street System Account 4220-4220-543001-CIPST-PW00152 (\$16,484,252) and County Transportation Tax Fund Street System Account 4550-4550-543001-CIPST-PW00152 (\$1,605,748).

SUMMARY:

In October 2002, through a joint project between the City of Peoria (City) and the City of Glendale, Parsons Brinckerhoff completed the North Central Peoria/Northwest Glendale Circulation Study. The study covered fifteen square miles, bounded by 91st Avenue on the west, Happy Valley Road on the north, 67th Avenue on the east and Bell Road on the south. The study evaluated a number of different street system modifications to address future street deficiencies, including the evaluation of a new Loop 101 connection which is described below.

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ RES. # _____
LCON# 17008 LIC. # _____
Action Date: _____

Currently, Beardsley Road terminates just west of New River at 81st Avenue. There is no connection between Beardsley Road and Loop 101. Traffic accessing Loop 101 from Beardsley Road can use the 75th Avenue or Union Hills Drive interchange. The traffic analysis showed that both interchanges are at or near capacity today or are expected to be at capacity in the future.

To provide an additional route for this traffic to access Loop 101, an alternative connection was developed on Beardsley Road. The concept is to add a one-way frontage road to the northwest side of Loop 101. The frontage road would diverge traffic from the westbound on-ramp at 75th Avenue and merge with the southbound off-ramp at Union Hills Drive. Beardsley Road would connect to the frontage road. Traffic using the new connection would follow Loop 101 in a southerly direction to connect to the Union Hills Drive southbound off-ramp. At this point, traffic would continue through the intersection to the southbound Union Hills Drive on-ramp. For traffic getting onto northbound Loop 101, a new bridge would be built adjacent to Union Hills Drive on the north side to keep the ramp traffic separate from the arterial street. Traffic on the Union Hills Drive southbound off ramp would then make a "U-turn" and access the Union Hills northbound on-ramp. This configuration is commonly referred to as a "Texas U-turn". Traffic getting off of the Loop 101 is provided by a connector from the westbound off-ramp at 75th Avenue, which parallels the freeway, crosses New River, and then connects, to Beardsley Road.

The City of Peoria has programmed the design and construction of a two-phase project in FY08 and FY09. Exhibit A identifies the 2 phases of the project. Peoria's Phase I project consists of widening Beardsley Road between 83rd and 81st Avenues; a new Beardsley Road alignment constructed from 81st Avenue east to a newly constructed southbound frontage road on the west side of SR101L, including a new bridge over New River; bank stabilization in New River; raised median islands along 83rd Avenue south of Beardsley Road and roadway widening on Lake Pleasant Parkway north of Beardsley Road. Phase I will be designed and constructed by Peoria, solely at Peoria's expense and constructed independently of Peoria's Phase II project.

Phase II will consist of the design and construction of a new SR101L southbound frontage road from 75th Avenue to Union Hills Drive; westbound ramp reconfiguration west of 75th Avenue; the construction of a U-Turn structure north of Union Hills Drive over SR101L; the approach and departing ramps to the U-Turn structure and the associated southbound and northbound Union Hills Drive to SR101L ramp reconfigurations, shown on Exhibit A, at an estimated cost of \$18,090,000.00. Phase II will be designed by Peoria and constructed by the State. In order to proceed with the construction of Phase II of the project, the City and the State are required to enter into an Agreement. The attached Agreement has been reviewed by the State and City staff, including the Engineering Department, Public Works Department, and the City Attorney's Office. Staff has confirmed with the Budget Department that adequate funds for this project have been programmed.

The State has programmed \$500,000.00 in fiscal year (FY) 2011 for funding the design to widen Union Hills Drive at State Route (SR) 101L and \$9,410,000.00 in FY 2012 to construct the widening of Union Hills at SR101L, which includes widening the east and west legs of Union Hills Drive between 79th Avenue and 82nd Avenue, herein referred to as "Union Hills Widening", as shown on Exhibit A.

The State will construct Beardsley Phase II and Union Hills TI under one project, referred to as Combined Project.

Under the terms of the attached Agreement, a summary of each party's responsibilities identified is provided below:

STATE:

1. Accelerate the State's Project and be the authorized agent for the construction of Beardsley Phase II and Union Hills TI.
2. Remit to Peoria \$500,000.00 for the lump sum cost of the design of the Union Hills, to be funded from said Highway Expansion and Extension Program (HELP) Loan.
3. Review all design documents and the incorporation of Peoria's Project with the State's Project, and provide review comments as appropriate to Peoria, relative to the design of the Combined Project's plans at 60% and 95% completion, at no cost to Peoria.
4. Accept dedicated rights-of-way.
5. Prior to advertising for bids, provide Peoria with a construction cost.
6. Administer the construction of the Combined Project and make all payments to the Contractors.
7. Agree that the HELP Loan funds, that the City of Peoria Deposit into the LGIP Account, any Investment Interest earned on the balance in the LGIP Account and any other funds provided by Peoria, will be used by the State solely to pay the costs to construct the Combined Project described herein.
8. Upon completion, be responsible for the U-Turn structure and other areas as shown on Exhibit B.
9. Upon approval by the State Transportation Board, repay the HELP Loan principal for the actual costs for construction of Union Hills and all costs associated with State requested elements, on July 1, 2011 or upon completion of construction of the Combined Project, whichever occurs later, currently estimated at \$9,410,000.00.
10. Grant Peoria and Glendale a valid annual Blanket Permit, for routine/normal maintenance and emergency maintenance work provided by Peoria.

MARICOPA ASSOCIATION OF GOVERNMENTS (MAG):

1. Ensure this Agreement conforms to the MAG Highway Acceleration Policy, as adopted by the MAG Regional Council on February 27, 2008.
2. Recommend approval by the State Transportation Board to program the actual amount of RTPFP funds for reimbursing the City on or after July 1, 2011, for accelerating the design and July 1, 2012, for accelerating the construction of the State's Project.

CITY OF PEORIA:

1. Coordinate with the State to accelerate the construction of Beardsley Phase II and Union Hills TI projects and designate the State as the authorized agent. Be responsible for all costs related to Beardsley Phase II and the acceleration of the design and construction of Union Hills.
2. Upon execution of this Agreement and the HELP Loan Repayment Agreement, submit to the State the HELP Loan Repayment Agreement for the State to pay the lump sum amount of \$500,000.00 for the City's design of the State's Project, to be paid from the HELP Loan funds.
3. Prepare to State standards, design plans, and services necessary for the construction bidding of Beardsley Phase II and Union Hills TI projects.
4. Act as lead agency for all right of way acquisition.
5. Upon receipt of an invoice from the State and prior to the award of a construction contract for the Combined Project, deposit \$18,090,000.00 into the LGIP Account, which shall be available solely to the State as required to pay actual costs for construction of Peoria's Project. Interest on the LGIP Account shall be for the benefit of Peoria, whether available to pay for project construction costs or reimbursed upon completion of the Combined Project. Be responsible for making any additional required deposits upon notification by the State, should the bid be higher than the current estimate and original deposit by Peoria.
6. Be responsible for all construction costs should costs for Beardsley Phase II and Union Hills TI projects exceed the estimated amount currently provided by Peoria and the Help Loan.
7. Obtain a valid annual Permit from Glendale to maintain traffic control devices including traffic signs, pavement markings, street lights, and routine/normal street maintenance and emergency maintenance work provided by Peoria within Glendale's rights-of-way.
8. Obtain, a valid annual Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by Peoria within the State's rights-of-way, relative to Peoria's Project.
9. Upon completion and acceptance of the Combined Project by the State, and completion of Peoria's Phase I Project, Peoria will be responsible for routine/normal street maintenance and emergency maintenance work for the frontage road within the State's right-of-way and within Glendale's jurisdiction including traffic control devices, ground mounted traffic signs, pavement markings including all lane lines and street lights on the frontage road street light circuit with the exception of the area between the access control fence and the 12-foot inside lane of the frontage road (between exit ramp gore and entrance ramp gore), the U-Turn structure, entrance and exit ramps within the Project limits and the exception of overhead signing, and freeway lighting to be maintained by the State, shown on Exhibit B at no cost to Glendale. Be responsible for the electric power for street lighting along the newly constructed SR 101L frontage road from 75th Avenue traffic interchange to Union Hills Drive traffic interchange on the common street light circuit.

GLENDALE:

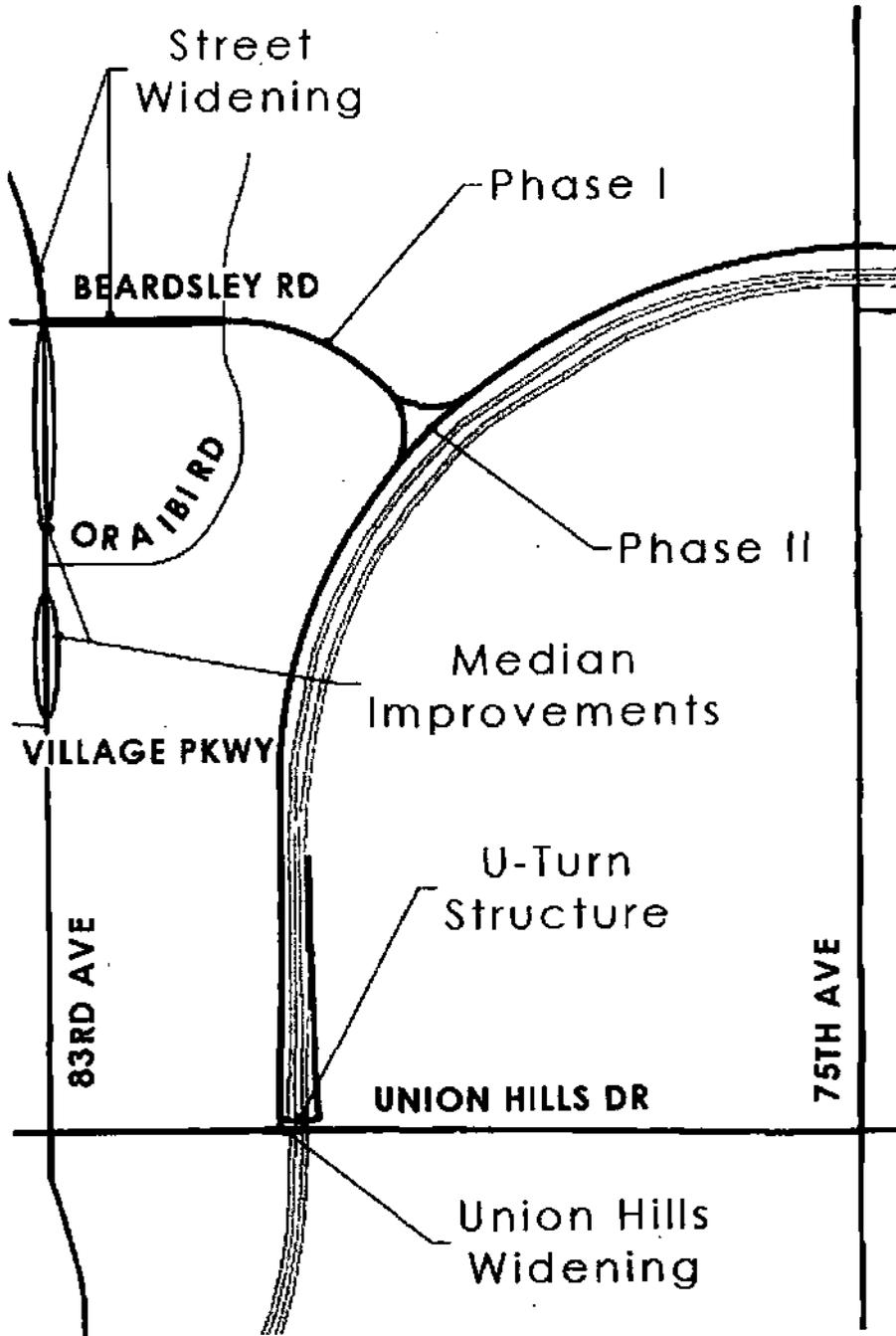
1. Coordinate with Peoria and the State in the Beardsley Phase II and Union Hills TI projects.
2. Grant Peoria a permit to access Glendale's jurisdictional limits for the routine/normal maintenance and emergency maintenance work provided by Peoria within Glendale's jurisdiction.
3. Accept right-of-way within Glendale's jurisdiction for construction of the Peoria Phase I Project and the Combined Project.
4. Upon the State's completion of construction, attend a final walk-through with the parties for concurrence/sign off of the Combined Project.
5. Upon completion and acceptance of the Combined Project by the State, resume *routine/minor maintenance* of Union Hills Drive within Glendale's jurisdiction.

ATTACHMENTS:

1. Vicinity Map – Exhibit A – 2 Phases and Union Hills Widening
2. Vicinity Map – Exhibit B – Maintenance Responsibilities
3. Resolution w/ IGA
4. IGA

VICINITY MAP

Exhibit A



ADOT Maintains New WB Off Ramp from SR 101L to Frontage Road Back of Gore

VICINITY MAP
EXHIBIT B

Peoria is Responsible for Routine / Minor Maintenance of the Frontage Road with Exception of the Area Between the Access Control Fence and the Right Inside Lane of the Frontage Road

Peoria is Responsible for Routine /Minor Maintenance of the Beardsley Road

ADOT Maintains the Area Between the Access Control Fence and the 12 Foot Inside Lane of the Frontage Road

ADOT Maintains New SB On Ramp from the Frontage Road Back of Gore to SR 101L

ADOT Maintains New U-Turn Structures and Ramps Begning at Frontage Road Back of Gore

ADOT Will Maintain the Union Hills TI to the Acess Control Limits on East /West Legs

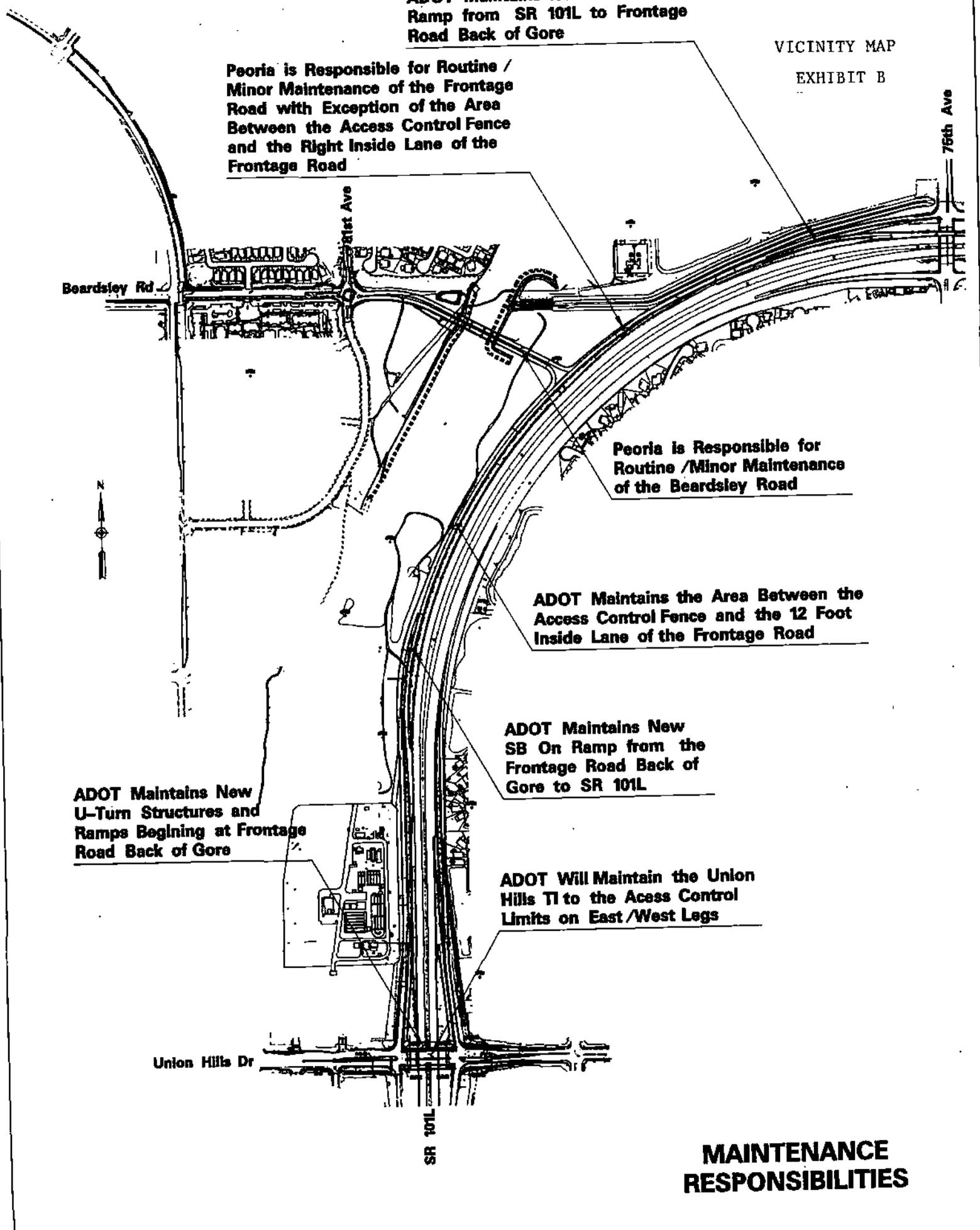
Union Hills Dr

SR 101L

75th Ave



MAINTENANCE RESPONSIBILITIES



RESOLUTION NO. 08-132

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, THE CITY OF GLENDALE AND THE CITY OF PEORIA FOR DESIGN AND CONSTRUCTION OF PEORIA'S PHASE II OF THE BEARDSLEY CONNECTION PROJECT AND THE DESIGN AND CONSTRUCTION OF THE STATE'S PROJECT; UNION HILLS WIDENING AT STATE ROUTE 101L.

WHEREAS, the City of Peoria (City) 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 and the City of Glendale for design and construction of Phase II of the City's Beardsley Connection Project and the Union Hills widening at State Route (SR) 101L; and

WHEREAS, the City has programmed the design and construction of the Beardsley Connection project in two phases. Phase I will be designed and constructed by the City and Phase II will be designed by the City and constructed by the State. In conjunction with Phase II, Peoria requested that the State accelerate the design and construction of the State's Project; Union Hills widening at SR 101L in order to combine into one construction project.

WHEREAS, the State has programmed \$500,000.00 in Fiscal Year (FY) 2011 for funding the design to widen Union Hills Drive at SR 101L and \$9,410,000.00 in FY 2012 to construct the widening of Union Hills Drive at SR 101L, which includes widening the east and west legs of Union Hills Drive between 79th Avenue and 82nd Avenue, herein referred to as the "State's Project".

Resolution No. 08-132

IGA with State of AZ, City of Glendale and City of Peoria

Peoria's Phase II Beardsley Connection Project and

State's Project – Union Hills Drive at State Route 101L

August 26, 2008

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WHEREAS, Peoria has programmed the design and construction of a two-phase project in FY 2009. Peoria's **Phase I** project consists of widening Beardsley Road between 83rd and 81st Avenues; a new Beardsley Road alignment constructed from 81st Avenue east to a newly constructed southbound frontage road on the west side of SR 101L, including a new Peoria bridge (Beardsley Connector) over New River; bank stabilization in New River; raised median islands along 83rd Avenue south of Beardsley Road and roadway widening on Lake Pleasant Parkway north of Beardsley Road. **Phase I** will be designed and constructed by Peoria, solely at Peoria's expense and constructed independently of Peoria's **Phase II** project.

Peoria's **Phase II** project will consist of the design and construction of a new SR 101L southbound frontage road from 75th Avenue to Union Hills Drive; westbound ramp reconfiguration west of 75th Avenue; the construction of a U-Turn structure north of Union Hills Drive over SR 101L; the approach and departing ramps to the U-Turn structure and the associated southbound and northbound Union Hills Drive to SR 101L ramp reconfigurations, herein referred to as "Peoria's Project", at an estimated cost of \$18,090,000.00. **Phase II** will be designed by Peoria and constructed by the State.

WHEREAS, in conjunction with Peoria's Project, Peoria requests the State accelerate the design and construction of the State's Project from FY 2011 and FY 2012 respectively to FY 2009, in order to combine with Peoria's Project for one construction contract, herein referred to as the "Combined Project". Recognizing that combining these projects will result in a cost savings, the State agrees to cost share with a portion of Peoria's Project relative to the construction of the U-Turn structure north of Union Hills Drive over SR 101L; the construction of the approach and departing ramps to the U-Turn structure and the northbound Union Hills Drive to SR 101L ramp reconfigurations.

WHEREAS, Peoria has applied for, and the State Transportation Board has approved, a Highway Expansion and Extension Loan Program (HELP) (defined below) in the amount of \$9,910,000.00, for the purpose of advancing the design and construction of the State's Project referenced above and sharing in a portion of the cost of Peoria's Project. The State and Peoria have agreed to share in the cost of the interest on the Highway Expansion and Extension Loan Program (HELP), subject to the terms and conditions set forth in the Agreement approved by Council on July 1, 2008.

Resolution No. 08-132
IGA with State of AZ, City of Glendale and City of Peoria
Peoria's Phase II Beardsley Connection Project and
State's Project – Union Hills Drive at State Route 101L
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WHEREAS, Glendale is a party to this Agreement to clarify its participation in the maintenance responsibilities within Glendale's jurisdiction, upon completion of the Combined Project. The Combined Project is located within the City of Glendale.

WHEREAS, by the City entering into the Intergovernmental Agreement with the State of Arizona and the City of Glendale 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 an Intergovernmental Agreement with the State of Arizona, the City of Glendale and the City of Peoria (attached) for design and construction of Peoria's Phase II of the Beardsley Connection and the design and construction of the State's and City's Combined Project at Union Hills Drive at SR 101L.

PASSED AND APPROVED by the Mayor and City Council of the City of Peoria, Arizona this 26th day of August ,2008.

Bob Barrett, Mayor

ATTEST:

Mary Jo Kief, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Attachment:

1. Intergovernmental Agreement

ADOT File No.: IGA/JPA 07-103 I
AG Contract No.: P001-2008-003955
Project: SR 101L, Union Hills Drive
Traffic Interchange Widening
TRACS No.: H717001D/01C
City Funded Project: Beardsley Connector
TRACS No.: H 707601D/01C
Section: 75th Avenue – Union Hills Drive
Budget Source Item No.: 40811 & 40812

INTERGOVERNMENTAL AGREEMENT

AMONG
THE STATE OF ARIZONA,
THE MARICOPA ASSOCIATION OF GOVERNMENTS,
THE CITY OF PEORIA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into this date _____, 2008, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), the MARICOPA ASSOCIATION OF GOVERNMENTS, acting by and through its REGIONAL COUNCIL ("MAG"), the CITY OF PEORIA, ARIZONA, acting by and through its CITY MANAGER and CITY COUNCIL ("Peoria") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL ("Glendale"), collectively referred to as the "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes, Sections 28-401 and 28-7677 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the State.
 2. MAG is empowered pursuant to its Articles of Incorporation and By-Laws and by Arizona Revised Statutes Section 28-7010 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of MAG.
 3. Peoria is empowered by Arizona Revised Statutes § 11-952 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 Peoria.
 4. Glendale is empowered by Arizona Revised Statute § 11-952 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 Glendale.
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5. The State has programmed \$500,000.00 in fiscal year (FY) 2011 for funding the design to widen Union Hills Drive at State Route (SR) 101L and \$9,410,000.00 in FY 2012 to construct the widening of Union Hills Drive at SR101L, which includes widening the east and west legs of Union Hills Drive between 79th Avenue and 82nd Avenue, herein referred to as the "State's Project", shown on Exhibit A, attached hereto and made a part hereof.

6. Peoria has programmed the design and construction of a two-phase project in FY 2009. Peoria's **Phase I** project consists of widening Beardsley Road between 83rd and 81st Avenues; a new Beardsley Road alignment constructed from 81st Avenue east to a newly constructed southbound frontage road on the west side of SR101L, including a new Peoria bridge (Beardsley Connector) over New River; bank stabilization in New River; raised median islands along 83rd Avenue south of Beardsley Road and roadway widening on Lake Pleasant Parkway north of Beardsley Road. **Phase I** will be designed and constructed by Peoria, solely at Peoria's expense and constructed independently of Peoria's **Phase II** project. Peoria's **Phase II** project will consist of the design and construction of a new SR101L southbound frontage road from 75th Avenue to Union Hills Drive; westbound ramp reconfiguration west of 75th Avenue; the construction of a U-Turn structure north of Union Hills Drive over SR101L; the approach and-departing ramps to the U-Turn structure and the associated southbound and northbound Union Hills Drive to SR101L ramp reconfigurations, herein referred to as "Peoria's Project", shown on Exhibit B, attached hereto and made a part hereof, at an estimated cost of \$18,090,000.00. **Phase II** will be designed by Peoria and constructed by the State.

7. In conjunction with Peoria's Project, Peoria requests the State accelerate the design and construction of the State's Project from FY 2011 and FY 2012 respectively to FY 2009, in order to combine with Peoria's Project for one construction contract, herein referred to as the "Combined Project". Recognizing that combining these projects will result in a cost savings, the State agrees to cost share with a portion of Peoria's Project relative to the construction of the U-Turn structure north of Union Hills Drive over SR101L; the construction of the approach and departing ramps to the U-Turn structure and the northbound Union Hills Drive to SR101L ramp reconfigurations, as shown on Exhibit C, attached hereto and made a part hereof.

8. Peoria has applied for, and the State Transportation Board has approved, a HELP Loan (defined below) in the amount of \$9,910,000.00, for the purpose of advancing the design and construction of the State's Project referenced above and sharing in a portion of the cost of Peoria's Project as shown on Exhibit D, hereto and made a part hereof. The State and Peoria have agreed to share in the cost of the interest on the HELP Loan, subject to the terms and conditions set forth in this Agreement and pursuant to the MAG Highway Acceleration Policy (defined below).

9. Glendale is a party to this Agreement to clarify its participation in the maintenance responsibilities within Glendale's jurisdiction, upon completion of the Combined Project. The Combined Project is located within the City of Glendale.

10. The State and Peoria hereto agree to and acknowledge the following conditions: a) The estimated monetary amounts referenced in this Agreement are subject to change and can change substantially before completion of the Combined Project referenced herein; b) The State will notify Peoria prior to incurring additional costs, should costs exceed the estimated amount for the Combined Project, and c) Any change or modification to the Combined Project will only occur with the mutual written consent of the Parties herein. The State, MAG, Peoria and Glendale hereto agree to and acknowledge that the Parties shall perform their responsibilities consistent with this Agreement;

II. DEFINITIONS

"Advanced Construction Schedule" means the construction of the Combined Project to begin on or about March 2009 and that the Combined Project is open to vehicular traffic on or about October 2010.

"Agreement" means this intergovernmental agreement for the Projects described herein, as the same may be amended or supplemented from time to time.

"City Interest Rate" means the rate of interest Peoria pays which will be calculated in accordance with the MAG Highway Acceleration Policy and is equal to one-half of the HELP Loan Interest Rate.

"Combined Project" means the design and construction of the State's Project to widening the Union Hills Drive at SR101L, which includes widening the east and west legs of Union Hills Drive between 79th Avenue and 82nd Avenue, with Peoria's Project to construct a new SR101L southbound frontage road from 75th Avenue to Union Hills Drive, which includes a U-Turn structure north of Union Hills Drive and other construction-related costs as necessary to complete the Project, to include fixed rates for design, construction, construction engineering and administration costs for only Peoria's Project, excluding any additional features that may be requested by Peoria.

"Contractor" means the State's construction contractor.

"Department" means the Arizona Department of Transportation.

"Estimated Accelerated Schedule" means accelerating the State's design and construction Project from fiscal year (FY) 2011 and 2012 respectively, to FY 2009 and combine it with Peoria's Project, as requested by Peoria.

"Glendale" means the City of Glendale, Arizona.

"HELP" means the Highway Extension and Expansion Loan Program established by the State pursuant to Arizona Revised Statutes Title 28, Chapter 21, Article 5, as amended.

"HELP Loan" means an amount not to exceed \$9,910,000.00, representing the total estimated cost for the design (\$500,000.00) and construction (\$9,410,000.00) to widen Union Hills Drive at SR 101L and to cost share with Peoria relative to the construction of the U-Turn structure north of Union Hills Drive over SR101L, including the construction of the approach and departing ramps to the U-Turn structure and the northbound Union Hills Drive to SR101L ramp reconfigurations.

"HELP Loan Interest Rate" means the rate of interest on the HELP Loan equal to ninety percent (90%) of the yield of a municipal bond with an "Aa" rating and with a comparable maturity, calculated using a nationally-recognized scale of municipal bond yields. Such rate shall be fixed for the entire life of the HELP Loan and shall be determined on the date of the first disbursement of proceeds under the loan.

"HELP Loan Repayment Agreement" means the HELP Loan repayment agreement between the Board and Peoria, and approved by the Board on May 16, 2008.

"Interest Payment" means the payment by Peoria of a portion of the interest accrued on the outstanding principal balance of the HELP Loan calculated at the City Interest Rate. Such interest shall be computed in accordance with the HELP Loan Repayment Agreement, and shall be payable at the times and in the manner prescribed in the HELP Loan Repayment Agreement.

"Investment Interest" means interest earnings resulting from the investment of the unused portion of the LGIP Account that occurs during the construction of the Combined Project. All such Investment Interest shall remain in the LGIP Account and shall be applied to the construction costs of Peoria's Project or repaid to Peoria upon completion and acceptance of the Combined Project as set forth in this Agreement. Only interest to be paid is in accordance with said LGIP Account.

"Local Government Investment Pool" or "LGIP" means the interest bearing account established by Peoria with the State Treasurer's office, used solely by the State for the purpose of funding Peoria's Project.

"MAG Highway Acceleration Policy" means the highway acceleration policy adopted by the MAG Regional Council on February 27, 2008.

"Minor Maintenance" means those activities and descriptions as described in the Roles and Responsibilities attached hereto and made a part hereof.

"Parties" means the State, MAG, Glendale and Peoria as the case may be.

"Peoria" means the City of Peoria, Arizona.

"Peoria's Deposit" means those funds deposited by Peoria for Peoria's Project, into the State Treasurer's LGIP Account establish by Peoria, estimated in the amount of \$18,090,000.00.

"Peoria's Project" means the design and construction of a new SR101L southbound frontage road from 75th Avenue to Union Hills Drive; westbound ramp reconfiguration west of 75th Avenue; a U-Turn structure north of Union Hills Drive over SR101L; the approach and departing ramps to the U-Turn structure and the associated southbound and northbound Union Hills Drive to SR101L ramp reconfigurations.

"RTPFP" means the Regional Transportation Plan Freeway Program.

"State" means the State of Arizona acting by and through its Department of Transportation.

"State's Fiscal Year" means the fiscal year (FY) which begins on July 1st and ends on June 30th of the following year.

"State's Project" means the design and construction to widen Union Hills Drive at SR101L; and widening the east and west legs of Union Hills Drive between 79th Avenue and 82nd Avenue.

"State Standards" means, unless otherwise agreed to by the Parties to this Agreement, Department guidelines, specifications, rules and regulations as of the date of this Agreement for the design and construction of ramps, highways, landscaping, fencing and enclosure structures, drainage and flow structures and other related highway structures.

"State Transportation Board" or "Board" means the Transportation Board of the State organized pursuant to Arizona Revised Statutes, Sections 28-301 *et. seq.*

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

III. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, coordinate with Peoria to accelerate the State's Project and agree to be the authorized agent for and on behalf of Peoria for the construction of Peoria's Project in conjunction with the State's Project (collectively the Combined Project).

b. Upon execution of this Agreement, and receipt from Peoria of the HELP Loan Repayment Agreement, including Exhibit G of said Agreement, remit to Peoria \$500,000.00 for the lump sum cost of the design of the State's Project, to be funded from said HELP Loan.

c. Review all design documents and the incorporation of Peoria's Project with the State's Project, and provide review comments as appropriate to Peoria, relative to the design of the Combined Project's plans at 60% and 95% completion, at no cost to Peoria.

d. Accept dedicated rights of way from Peoria for the purpose of constructing the Combined Project, shown on Exhibit E, attached hereto and made a part hereof, prior to the State providing right of way clearance for the Combined Project bid advertisement.

e. Prior to advertising for bids, provide Peoria with a construction cost estimate for the Combined Project based on 100% complete plans.

f. Upon confirmation of Peoria's Deposit into the LGIP Account, in the amount of \$18,090,000.00, and confirmation of Peoria's execution of the HELP Loan Repayment Agreement, call for bids for construction of the Combined Project and use its best efforts to open bids around January 2009. Recommend to the Transportation Board that it award one or more construction contracts for the Combined Project. Administer the construction of the Combined Project and make all payments to the Contractors.

g. Draw down from the LGIP Account as costs occur and as necessary to pay actual costs associated with Peoria's portion of the Combined Project, in accordance with the Combined Project documents, attached hereto by reference. In addition, bill the HELP Loan funds as costs occur and as necessary to pay for actual costs associated with the State's portion of the Combined Project, in the same manner as referenced herein.

h. Provide Peoria with a monthly report showing the progress draws for the Combined Project, reflecting the Contractor payments to be drawn or billed from the appropriate accounts referenced herein.

i. Provide Peoria a semi-annual report of the billings against the HELP Loan and corresponding interest payments due on the HELP Loan.

j. Issue an invoice to Peoria at least 15 days prior to each Interest Payment due date, with such Interest Payment due to the State on the 1st day of the next succeeding month, as reflected in the invoice.

k. Agree that the HELP Loan funds, the Peoria Deposit into the LGIP Account, any Investment Interest earned on the balance in the LGIP Account and any other funds provided by Peoria, will be used by the State solely to pay the costs to construct the Combined Project described herein.

l. Notify Peoria, should costs for the Combined Project exceed the estimated amount currently provided by Peoria, prior to incurring additional costs. Invoice Peoria if additional funds are required to be deposited into the LGIP Account. It is understood and agreed, no additional work shall be initiated without approval by Peoria.

m. Conduct regular weekly construction progress meetings. Confer with Peoria on any construction contract modifications. Be responsible for any contractor claims for extra compensation caused by or attributable to the State.

n. Coordinate the State's construction of the Combined Project with Peoria and Glendale relative to the connection of Peoria's Phase I Project (constructed by Peoria within Glendale's jurisdiction).

o. Upon the State's completion of construction, conduct a final walk through with the Parties for concurrence/sign off of the Combined Project.

p. Upon completion and acceptance of the Combined Project by the State, provide Peoria with a recapitulation of the actual construction costs drawn from the LGIP Account and if necessary release to Peoria any remaining balance of the LGIP Account, including Investment Interest earned and any other funds provided by Peoria.

q. Upon completion and acceptance of the Combined Project, be responsible for the structural integrity of the U-Turn structure portion of Peoria's Project, including entrance and exit ramps, the area between the access control fence and the 12-foot inside lane of the frontage road, between exit ramp gore and entrance ramp gore, and major rehabilitation of any work outside the attached Roles and Responsibilities, on the southbound SR 101L frontage road, shown on Exhibit F, attached hereto and made a part hereof.

r. Not be obligated for routine maintenance of Peoria's Project, consisting of a newly constructed frontage road west of SR101L from 75th Avenue to Union Hills Drive, should Peoria neglect to maintain said portion of Peoria's Project, as described herein.

s. Recommend approval by the State Transportation Board to program the actual amount of RTPFP funds to repay the principal amount of the HELP Loan used for the acceleration of the design and construction of the State's Project. Be responsible for all cost associated with State requested elements during construction of the Combined Project.

t. Upon approval by the State Transportation Board of the RTPFP funding, repay the HELP Loan principal for the actual costs for construction of the State's Project and associated shared cost relative to the construction of the U-Turn structure north of Union Hills Drive over SR101L; the construction of the approach and departing ramps to the U-Turn structure and the northbound Union Hills Drive to SR101L ramp reconfigurations and all costs associated with State requested elements, on July 1, 2011 or upon completion of construction of the Combined Project, whichever occurs later, currently estimated at \$9,410,000.00.

u. Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office, that Peoria and Glendale have a valid annual Blanket Permit on file, for routine/normal maintenance and emergency maintenance work provided by Peoria within the State's rights of way as its related to Peoria's Project described herein and Glendale's maintenance of Union Hills Road upon completion of construction of the Combined Project. 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.

v. Accept jurisdiction and maintenance of the Right of Way Property and accept the Deeds and record the Deeds and Resolution consecutively upon approval (by Resolution) from the State Transportation Board.

2. MAG will:

a. Ensure this Agreement conforms to the MAG Highway Acceleration Policy, as adopted by the MAG Regional Council on February 27, 2008.

b. Recommend approval by the State Transportation Board to program the actual amount of RTPFP funds for reimbursing the City on or after July 1, 2011 for accelerating the design and July 1, 2012, for accelerating the construction of the State's Project.

3. Peoria will:

a. Upon execution of this Agreement, coordinate with the State to accelerate the construction of the State's Project in combination with Peoria's Project (the Combined Project) and hereby designate the State as the authorized agent for and on behalf of Peoria for Peoria's Project. Be responsible for all costs related to Peoria's Project and the acceleration of the design and construction of the State's Project.

b. Upon execution of this Agreement and the HELP Loan Repayment Agreement, submit to the State the HELP Loan Repayment Agreement, including Exhibit G of said Agreement, for the State to pay the lump sum amount of \$500,000.00 for the City's design of the State's Project, to be paid from the HELP Loan funds.

c. Prepare to State standards, design plans, specification and such other documents (collectively the "documents") and services necessary for the construction bidding of the Combined Project. Provide said documents to the State at the 60% and 95% completion for review and comments as appropriate.

d. Act as lead agency for all right of way acquisition for Combined Project. Prepare all necessary plans, surveys and documents required by the State's Right of Way (R/W) Group, that are prepared for State projects when new acquisition will be obtained by the State. These can include the following: right of way surveys, right of way plans, existing right of way exhibits, supplemental surveys, legal descriptions, right of way staking plans and right of way monumentation surveys. All surveys, right of way plans and legal descriptions will be developed according to current State R/W Group standards, policies and procedures. All of the above documentation will be reviewed by the State's R/W Group at specified development stages to ensure conformance with said standards, policies and procedures. Prior to the commencement of any work in the preparation of any of the items listed herein, Peoria or its Agent will meet with the R/W Group to receive more detailed items and instructions regarding said standards, policies and procedures.

e. Prepare existing right of way reports and documentation, as necessary for the proper completion of surveys, plans and exhibits addressed in paragraph II.d. above.

f. Dedicate the real property ("Right of way Property"), shown on Exhibit E above, to be in fee title to the State and execute Special Warranty Deeds ("Deeds") for the Right of Way Property. Deliver the Deeds to the State, along with the Title Insurance Policy reflecting Peoria as owner and any encumbrances or easements which affect the area of dedication prior to the State providing right of way clearance for the Combined Project bid advertisement.

g. Acquire and dedicate to Glendale the real property within Glendale's jurisdiction, necessary for construction of Peoria's Phase I Project, as shown on Exhibit E.

h. Upon receipt of an invoice from the State and prior to the award of a construction contract for the Combined Project, deposit \$18,090,000.00 into the LGIP Account, which shall be available solely to the State as required to pay actual costs for construction of Peoria's Project. Interest on the LGIP Account shall be for the benefit of Peoria, whether available to pay for project construction costs or reimbursed upon completion of the Combined Project. Be responsible for making any additional required deposits upon notification by the State, should the bid be higher than the current estimate and original deposit by Peoria.

i. Attend regular weekly construction progress meetings. Confer with the State on any construction contract modifications. Be responsible for any contractor claims for extra compensation caused by or attributable to Peoria.

j. Be responsible for all construction costs should costs for the Combined Project exceed the estimated amount currently provided by Peoria and the Help Loan. Remit funds upon notification from the State, if additional funds are required.

k. Be responsible for any additional construction costs for modifications requested by Peoria, relative to the Combined Project, which will include a fixed rate of 9% for the State's construction engineering and construction administration costs.

l. Coordinate with the State and Glendale relative to the connection of Peoria's Phase I Project (constructed by Peoria within Glendale's jurisdiction) and the State's construction of the Combined Project.

m. Obtain a valid annual Permit from Glendale to maintain traffic control devices including traffic signs, pavement markings, street lights, and routine/normal street maintenance and emergency maintenance work provided by Peoria within Glendale's rights of way. Agree that any new construction or installation shall require a separate permit

n. Obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by Peoria within the State's rights of way, relative to Peoria's Project. 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.

o. Upon the State's completion of construction, attend a final walk through with the Parties for concurrence/sign off of the Combined Project.

p. Upon completion and acceptance of the Combined Project by the State, completion of Peoria's Phase I Project, and in accordance with the attached Roles and Responsibilities, be responsible for routine/normal street maintenance and emergency maintenance work for the frontage road within the State's right of way and within Glendale's jurisdiction including traffic control devices, ground mounted traffic signs, pavement markings including all lane lines and street lights on the frontage road street light circuit with the exception of the area between the access control fence and the 12-foot inside lane of the frontage road (between exit ramp gore and entrance ramp gore), the U-Turn structure, entrance and exit ramps within the Project limits and the exception of overhead signing, and freeway lighting to be maintained by the State, shown on Exhibit F at no cost to Glendale. Be responsible for the electric power for street lighting along the newly constructed SR 101L frontage road from 75th Avenue traffic interchange to Union Hills Drive traffic interchange on the common street light circuit.

q. Obtain clearance from Glendale when lane closures are required during the peak periods or when closures exceed one hour. Obtain a separate permit from Glendale if any new construction or installations are necessary.

4. Glendale will:

a. Coordinate with Peoria and the State in the connection of Peoria's Phase I Project (constructed by Peoria within Glendale's jurisdiction) with the Combined Projects (constructed by the State).

b. Grant Peoria a permit to access Glendale's jurisdictional limits for the routine/normal maintenance and emergency maintenance work provided by Peoria within Glendale's jurisdiction and to maintain traffic control devices including traffic signs, pavement markings, street lights, along the newly constructed SR 101L frontage road from 75th Avenue to Union Hills Drive traffic interchange.

c. Accept right of way within Glendale's jurisdiction for construction of the Peoria Phase I Project and the Combined Project.

d. Permit Peoria to utilize traffic control for normal maintenance activities during non-peak periods of traffic operations. Glendale's permission will be required if lane closures are required during the peak periods or when closures exceed one hour. Agree any new construction or installation shall require a separate permit.

e. Obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by Glendale of Union Hills Road upon completion of construction of the Combined Project, 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.

f. Upon the State's completion of construction, attend a final walk through with the Parties for concurrence/sign off of the *Combined Project*.

g. Upon completion and acceptance of the Combined Project by the State, resume routine/minor maintenance of Union Hills Drive within Glendale's jurisdiction in accordance with the attached Roles and Responsibilities.

IV. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in full force and affect until completion of the work contemplated herein and all reimbursements, provided however, any maintenance as provided herein by the Parties or their assigned shall be perpetual. This Agreement may be cancelled by any Party to this Agreement upon 30-days written notice to the other Parties, prior to award of construction of the Combined Project. It is understood and agreed by the Parties that the Party who cancels this Agreement shall be responsible for all Project costs incurred by the State, up to the time of cancellation. Should Peoria withdraw its financial obligation set forth in this Agreement for whatever reason, Peoria shall be responsible for all Project costs incurred by the State, up to the time of withdrawal.

2. To the extent permitted by law, 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.

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

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

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. This Agreement is subject to all applicable provisions of the Americans with Disability 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 obligations. 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 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 § 12-1518.

9. In the event that any clause, provisions, subsection, Section or Article of the Agreement shall for any reason be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate such amendments, modification or supplements of or to this Agreement or take such other appropriate actions and shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein and the other provisions of this Agreement shall, as so amended, modified or supplemented, or as otherwise affected by such action, remain in full force and effect.

10. 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 S. 17th Avenue, Mail Drop 631E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Maricopa Association of Governments
Executive Director
302 North 1st Avenue, Suite 300
Phoenix, AZ 85003
(602) 254-6309 Fax

City of Peoria
Attn: City Engineer
9875 N. 85th Avenue
Peoria, Arizona 85345
(623) 773-7367
(623) 773-7211 Fax

City of Glendale
Attn: City Manager
5850 W. Glendale Avenue
Glendale, Arizona 85301
(623) 930-2000
(623) 847-1399 Fax

For Financial Matters – Contact:
Arizona Department of Transportation
Financial Management Services
206 S. 17th Avenue, MD 200B
Phoenix, AZ 85017

For Maintenance Permit – Contact:
Arizona Department of Transportation
Phoenix Maintenance District Permits Office
2140 S 22nd Ave, Mail Drop PMOO
Phoenix, AZ 85017

11. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and 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 PEORIA

CITY OF GLENDALE

By _____
BOB BARRETT
Mayor

By _____
ELAINE M. SCRUGGS
Mayor

ATTEST:

ATTEST:

By _____
MARY JO KIEF
City Clerk

By _____
PAMELA HANNA
City Clerk

STATE OF ARIZONA
Department of Transportation

MARICOPA ASSOCIATION OF GOVERNMENTS

By _____
FLOYD P. ROEHRICH, JR., P.E.
Deputy State Engineer, Valley Transportation

By _____
DENNIS SMITH
Executive Director

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, the MARICOPA ASSOCIATION OF GOVERNMENTS, the CITY OF PEORIA and the CITY OF GLENDALE, 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 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

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, the MARICOPA ASSOCIATION OF GOVERNMENTS, the CITY OF PEORIA and the CITY OF GLENDALE, 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 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

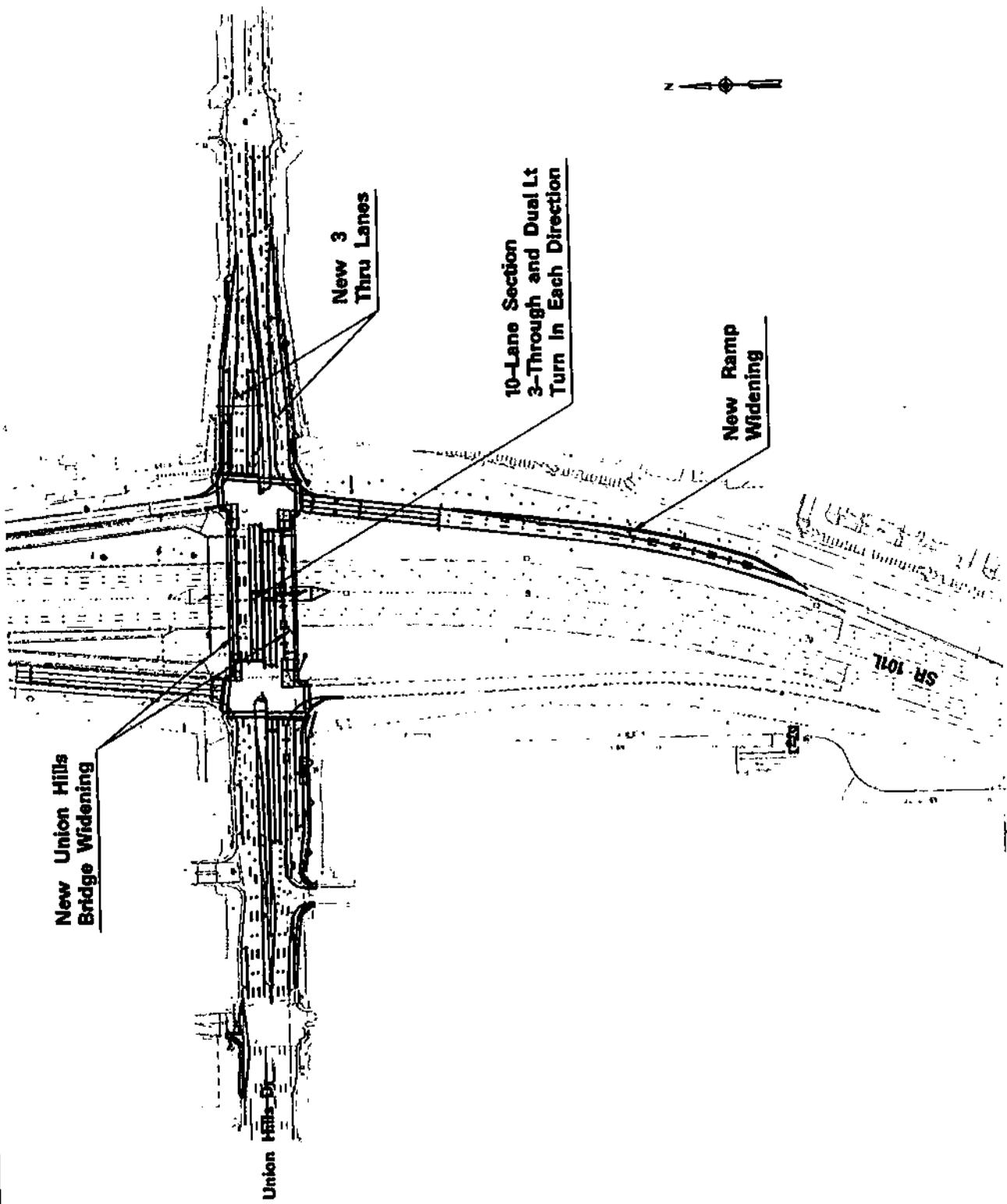
ATTORNEY APPROVAL FORM FOR
MARICOPA ASSOCIATION OF GOVERNMENTS

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, the MARICOPA ASSOCIATION OF GOVERNMENTS, the CITY OF PEORIA and the CITY OF GLENDALE, 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 MAG REGIONAL COUNCIL under the laws of the State of Arizona.

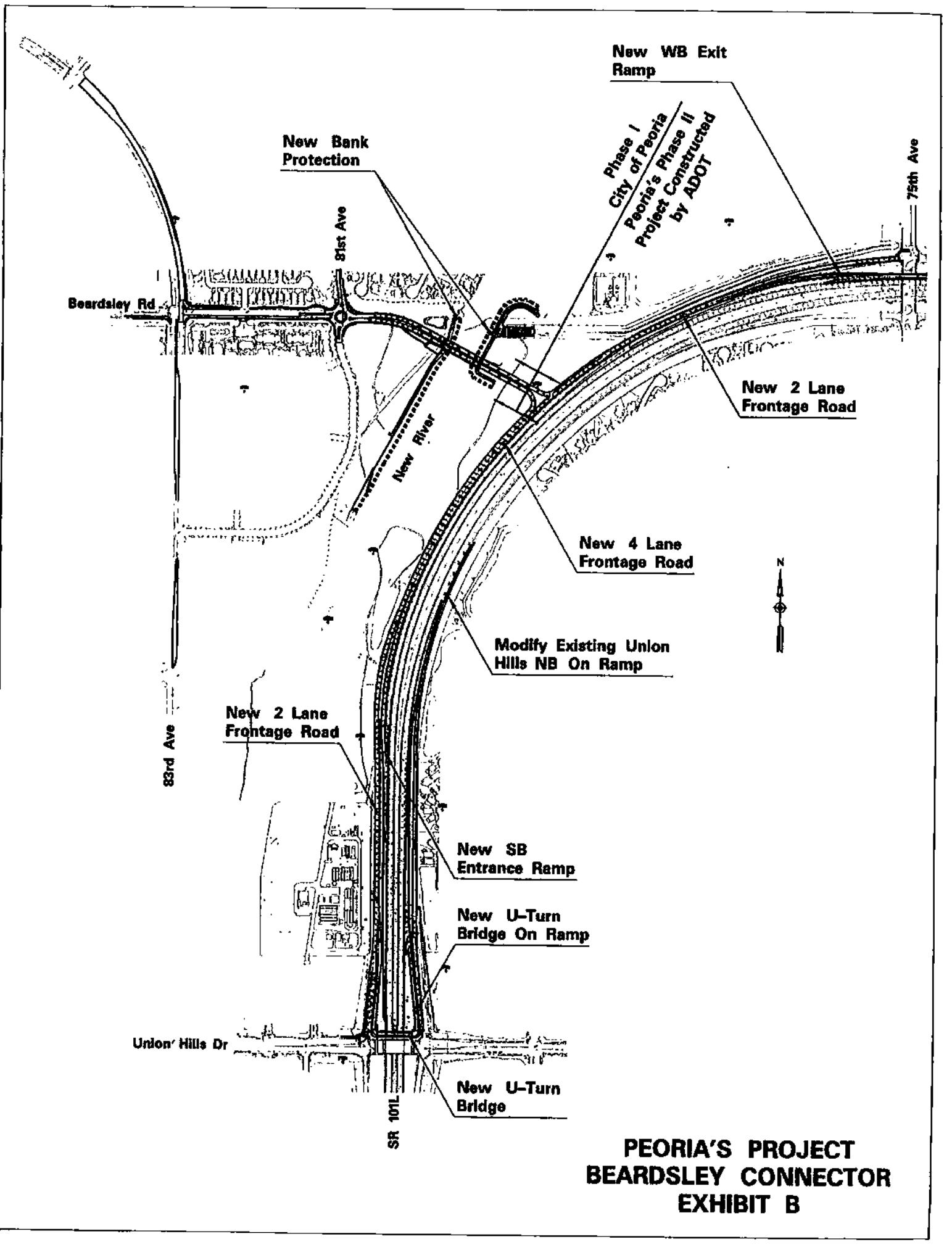
No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2008

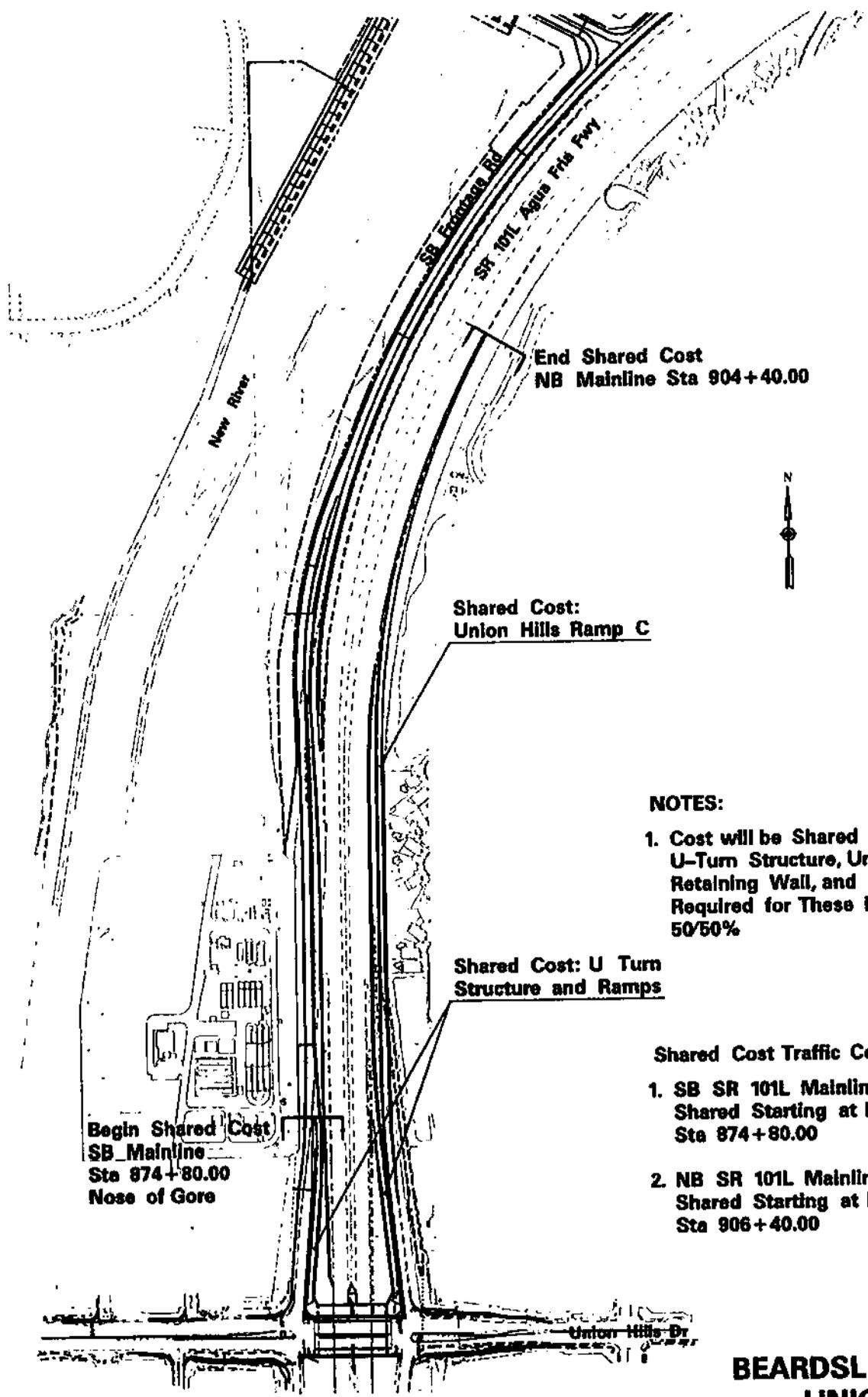
MAG Regional Council Attorney



**STATE'S PROJECT
UNION HILLS TI WIDENING
EXHIBIT A**



**PEORIA'S PROJECT
BEARDSLEY CONNECTOR
EXHIBIT B**



**End Shared Cost
NB Mainline Sta 904+40.00**



**Shared Cost:
Union Hills Ramp C**

NOTES:

1. Cost will be Shared for U-turn Ramps and U-Turn Structure, Union Hills Ramp C, Retaining Wall, and Mainline Widening Required for These Ramps Shared at 50/50%

**Shared Cost: U Turn
Structure and Ramps**

Shared Cost Traffic Control

1. SB SR 101L Mainline Traffic Control shall be Shared Starting at Beginning of Project to Sta 874+80.00
2. NB SR 101L Mainline Traffic Control shall be Shared Starting at Beginning of Project to Sta 906+40.00

**Begin Shared Cost
SB Mainline
Sta 874+80.00
Nose of Gore**

**BEARDSLEY CONNECTOR /
UNION HILLS T.I.
SHARED COST AREA
EXHIBIT C**

DETAILED SHARED COST ESTIAMTE (60% Design)
BEARDSLEY CONNECTOR PHASE II AND UNION HILLS DRIVE WIDENING
 101 MA 016 H7076 01C

Item No	Item Description	Unit	Quantity	Unit Price	Amount
9240119	MISCELLANEOUS WORK (LANDFORM GRAPHIC)	EACH	0	\$35,000.00	\$0.00
	ROADWAY SUBTOTAL				\$2,715,627.34
	STRUCTURE NO. 2321 BEARDSLEY RAMP D U-TURN STRUCTURE (BEARDSLEY RAMP D STA 111+11.64)				
2030501	STRUCTURAL EXCAVATION	CU.YD.	515	\$23.00	\$11,845.00
2030506	STRUCTURE BACKFILL	CU.YD.	271	\$52.00	\$14,092.00
6010003	STRUCTURAL CONCRETE (CLASS S) (FC = 3,500)	CU.YD.	317	\$500.00	\$158,500.00
6010005	STRUCTURAL CONCRETE (CLASS S) (FC = 4,500)	CU.YD.	691	\$550.00	\$380,050.00
6011131	F-SHAPE BRIDGE CONCRETE BARRIER AND TRANSITION (42 INCH)	LFT.	626	\$70.00	\$43,820.00
6011371	APPROACH SLAB (SD 2.01)	SQ.FT.	1250	\$20.00	\$25,000.00
6020001	PRESTRESSING CAST-IN-PLACE CONCRETE- STA (111+11.64)	L.SUM	1	\$65,000.00	\$65,000.00
6050002	REINFORCING STEEL	LB.	195549	\$1.00	\$195,549.00
9050403	GUARD RAIL TRANSITION, W-BEAM TO THRIE BEAM	EACH	4	\$1,500.00	\$6,000.00
9210001	SLOPE PAVING	SQ.YD.	542	\$105.00	\$56,910.00
9999903	LUMP SUM STRUCTURE (TOTAL OF PRECEEDING STRUCTURE ITEMS)	L.SUM	1	\$956,766.00	\$956,766.00
	TOTAL				\$3,672,393.34

DETAILED SHARED COST ESTIAMTE (60% Design)
BEARDSLEY CONNECTOR PHASE II AND UNION HILLS DRIVE WIDENING
 101 MA 016 H7076 01C

Item No	Item Description	Unit	Quantity	Unit Price	Amount
8080364	PIPE (PVC) (2") (SCHEDULE 40)	L.FT.	0	\$ 4.00	\$0.00
8080384	PIPE (PVC) (3") (SCHEDULE 40)	L.FT.	0	\$ 5.00	\$0.00
8080690	CONCRETE PIPE COLLAR (C-13.80)	EACH	0	\$800.00	\$0.00
8080695	CONCRETE PIPE PLUG (C-13.76)	EACH	0	\$500.00	\$0.00
8090186	SEWER PIPE (12" VITRIFIED CLAY PIPE)	L.FT.	0	\$350.00	\$0.00
8101012	EROSION CONTROL (SILT FENCE)	L.FT.	0	\$4.50	\$0.00
8101020	EROSION CONTROL ROLLS (WATTLES)	L.FT.	0	\$4.00	\$0.00
9010001	MOBILIZATION	LSUM	0	\$0.00	\$240,000.00
9020002	CHAIN LINK FENCE, TYPE 1 (48")	L.FT.	0	\$8.00	\$0.00
9050403	GUARD RAIL TRANSITION, W-BEAM TO THRIE BEAM	EACH	0	\$1,500.00	\$0.00
9080041	CONCRETE CURB (C-05.10) (TYPE B)	L.FT.	0	\$20.00	\$0.00
9080042	CONCRETE CURB (C-05.10) (TYPE D)	L.FT.	0	\$25.00	\$0.00
9080043	CONCRETE CURB (C-05.10) (TYPE C-1) (HT=3")	L.FT.	283	\$25.00	\$7,075.00
9080094	CONCRETE CURB AND GUTTER (TRANSITION)	EACH	4	\$450.00	\$1,800.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ.FT.	0	\$450.00	\$0.00
9100008	CONCRETE BARRIER (C-10.53) (TYPE F) (42")	L.FT.	0	\$75.00	\$0.00
9100009	CONCRETE BARRIER (SPECIAL MEDIAN) (DETAIL A)	L.FT.	0	\$125.00	\$0.00
9100014	CONCRETE BARRIER (C-10.50) (TYPE F) (32")	L.FT.	0	\$70.00	\$0.00
9140153	RETAINING WALL (	SQ.FT.	15,246	\$55.00	\$838,530.00
9190001	CONCRETE GORE PAVING	SQ.YD.	385	\$35.00	\$13,475.00

DETAILED SHARED COST ESTIAMTE (60% Design)
BEARDSLEY CONNECTOR PHASE II AND UNION HILLS DRIVE WIDENING
 101 MA 016 H7076 01C

Carter::Burgess

Item No	Item Description	Unit	Quantity	Unit Price	Amount
7360220	LOAD CENTER CABINET (TYPE II) (120/240 VOLT)	EACH	0	\$ 4,500.00	\$0.00
7360290	LOAD CENTER CABINET FOUNDATION	EACH	1	\$ 350.00	\$350.00
7360030	LUMINAIRE (HORIZONTAL MOUNT) (HPS 250 WATT)	EACH	0	\$ 600.00	\$0.00
7360070	LUMINAIRE (VERTICAL MOUNT) (400 WATT)	EACH	0	\$ 750.00	\$0.00
7360240	LOAD CENTER CABINET FOUNDATION	EACH	0	\$ 750.00	\$0.00
7360350	UNDERDECK LIGHTING	LSUM	0	\$ 2,000.00	\$0.00
8030091	GRANITE MULCH	SQ.YD.	0	\$ 2.75	\$0.00
8050003	SEEDING (CLASS II)	ACRE	0	\$ 3,500.00	\$0.00
8061009	TREE (24" BOX) (	EACH	0	\$ 110.00	\$0.00
8061298	SHRUB (FIVE GALLON)	EACH	0	\$ 35.00	\$0.00
8061604	CACTUS (SAGUARO) (6' TO 8' IN HEIGHT)	EACH	0	\$ 35.00	\$0.00
8070011	LANDSCAPING ESTABLISHMENT (	MONTH	0	\$ 2,500.00	\$0.00
8080049	EMITTER (ASSEMBLY) (MULTI OUTLET)	EACH	0	\$ 22.00	\$0.00
8080086	PRESSURE REGULATOR RISER	EACH	0	\$ 125.00	\$0.00
8080168	CONTROL VALVE (REMOTE) (ELECTRIC) (1")	EACH	0	\$ 200.00	\$0.00
8080217	GATE VALVE (2")	EACH	0	\$ 200.00	\$0.00
8080219	GATE VALVE (3")	EACH	0	\$ 350.00	\$0.00
8080283	VALVE (REMOVE)	EACH	0	\$ 100.00	\$0.00
8080312	PIPE (PVC) (3/4") (SDR 21) (CLASS 200)	L.FT.	0	\$ 2.25	\$0.00
8080322	PIPE (PVC) (1") (SDR 21) (CLASS 200)	L.FT.	0	\$ 2.25	\$0.00

DETAILED SHARED COST ESTIAMTE (60% Design)
BEARDSLEY CONNECTOR PHASE II AND UNION HILLS DRIVE WIDENING
 101 MA 016 H7076 01C

Carter Burgess

Item No	Item Description	Unit	Quantity	Unit Price	Amount
7320410	PULL BOX (NO. 5)	EACH	0	\$ 450.00	\$0.00
7320421	PULL BOX (NO. 7) (WITH EXTENSION)	EACH	0	\$ 900.00	\$0.00
7320455	PULL BOX (NO. 9)	EACH	0	\$ 1,200.00	\$0.00
7320456	PULL BOX (BARRIER JUNCTION BOX)	EACH	0	\$ 500.00	\$0.00
7320649	CONDUCTORS (	L.SUM	0	\$ 2.50	\$0.00
7320650	CONDUCTORS	L.SUM	0	\$ 0.75	\$0.00
7320785	SINGLE MODE FIBER OPTIC CABLE (52 FIBERS)	L.FT.	0	\$ 4.00	\$0.00
7330061	TRAFFIC SIGNAL FACE (TYPE F) (	EACH	0	\$ 900.00	\$0.00
7330210	TRAFFIC SIGNAL FACE (PEDESTRIAN) (MAN/HAND)	EACH	0	\$ 500.00	\$0.00
7330220	PEDESTRIAN PUSH BUTTON	EACH	0	\$ 300.00	\$0.00
7330310	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)	EACH	0	\$ 200.00	\$0.00
7330330	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE IV)	EACH	0	\$ 500.00	\$0.00
7330340	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE V)	EACH	0	\$ 600.00	\$0.00
7330360	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VII)	EACH	0	\$ 750.00	\$0.00
7330610	RECONSTRUCT TRAFFIC SIGNALS	L.SUM	0	\$ 15,000.00	\$0.00
7340098	CONTROL CABINET	EACH	0	\$ 20,000.00	\$0.00
7340105	CONTROL CABINET FOUNDATION	EACH	0	\$ 400.00	\$0.00
7340120	METER PEDESTAL CABINET	EACH	0	\$ 4,000.00	\$0.00
7340306	METER PEDESTAL FOUNDATION	EACH	0	\$ 400.00	\$0.00
7350208	VIDEO DETECTION SYSTEM (	L. SUM	0	\$ 20,000.00	\$0.00

DETAILED SHARED COST ESTIAMTE (60% Design)
BEARDSLEY CONNECTOR PHASE II AND UNION HILLS DRIVE WIDENING
 101 MA 016 H7076 01C

Item No	Item Description	Unit	Quantity	Unit Price	Amount
7080121	PERMANENT PAVEMENT MARKING (PAINTED SYMBOL) (ARROW)	EACH	0	\$ 60.00	\$0.00
7080221	PERMANENT PAVEMENT MARKING (PAINTED LEGEND) (ONLY)	EACH	0	\$ 60.00	\$0.00
7080301	PAINT BULL NOSE	EACH	0	\$ 100.00	\$0.00
7310011	POLE (TYPE A) (	EACH	0	\$ 1,200.00	\$0.00
7310140	POLE (TYPE R)	EACH	0	\$ 7,000.00	\$0.00
7310200	POLE FOUNDATION (TYPE A)	EACH	0	\$ 1,200.00	\$0.00
7310260	POLE FOUNDATION (TYPE G) (STANDARD BASE)	EACH	0	\$ 2,000.00	\$0.00
7310286	POLE FOUNDATION (TYPE I) (BREAKAWAY)	EACH	0	\$ 1,500.00	\$0.00
7310320	POLE FOUNDATION (TYPE R)	EACH	0	\$ 3,700.00	\$0.00
7310342	POLE FOUNDATION (TYPE T)(40 FT. THRU 55 FT.)(SLIP AWAY BASE)	EACH	0	\$ 1,500.00	\$0.00
7310342	POLE FOUNDATION (TYPE T)(40 FT. THRU 55 FT.)(SLIP AWAY BASE)	EACH	0	\$ 1,250.00	\$0.00
7310385	POLE FOUNDATION (SPECIAL)	EACH	0	\$ 2,000.00	\$0.00
7310620	MAST ARM (55 FT.) (TAPERED)	EACH	0	\$ 5,000.00	\$0.00
7310655	LUMINATED SIGN FIXTURE	EACH	0	\$ 3,500.00	\$0.00
7310710	TWIN LUMINAIRE BRACKET	EACH	0	\$ 200.00	\$0.00
7310800	REMOVAL OF LIGHT POLES AND BASES	EACH	0	\$ 1,500.00	\$0.00
7320050	ELECTRICAL CONDUIT (2") (PVC)	L.FT.	0	\$ 25.00	\$0.00
7320055	ELECTRICAL CONDUIT (2") (PVC) (	L.FT.	0	\$ 10.00	\$0.00
7320070	ELECTRICAL CONDUIT (3") (PVC)	L.FT.	0	\$ 40.00	\$0.00
7320297	ELECTRICAL CONDUIT (	L.FT.	0	\$ 40.00	\$0.00

DETAILED SHARED COST ESTIAMTE (60% Design)
BEARDSLEY CONNECTOR PHASE II AND UNION HILLS DRIVE WIDENING
 101 MA 016 H7076 01C

Item No	Item Description	Unit	Quantity	Unit Price	Amount
7016021	TEMPORARY IMPACT ATTENUATORS (IN -USE)	EACH-DAY	910	\$25.00	\$22,750.00
7016030	BARRICADE (TYPE II, VERT.PANEL, TUBULAR MARKER)	EACH-DAY	8,344	\$0.35	\$2,920.40
7016031	BARRICADE (TYPE III, HIGH LEVEL FLAG TREES)	EACH-DAY	234	\$0.80	\$187.20
7016032	PORTABLE SIGN STANDS (RIGID)	EACH-DAY	693	\$0.50	\$346.50
7016033	PORTABLE SIGN STANDS (SPRING TYPE)	EACH-DAY	1,887	\$1.25	\$2,358.75
7016035	WARNING LIGHTS (TYPE A)	EACH-DAY	1,365	\$0.25	\$341.25
7016037	WARNING LIGHTS (TYPE C)	EACH-DAY	9,037	\$0.30	\$2,711.10
7016047	TEMPORARY SIGN (TYPE II) (LESS THAN 10 S.F.)	EACH-DAY	591	\$0.70	\$413.70
7016050	TRUCK MOUNTED ATTENUATOR	EACH-DAY	46	\$200.00	\$9,200.00
7016052	TEMPORARY SIGN (10 S.F. OR MORE) (	EACH-DAY	4,146	\$0.50	\$2,073.00
7016081	FLASHING ARROW PANEL	EACH-DAY	54	\$25.00	\$1,350.00
7016087	CHANGEABLE MESSAGE BOARD (CONTRACTOR FURNISHED)	EACH-DAY	224	\$40.00	\$8,960.00
7030032	MILEPOST MARKER (4-S-4.19)	EACH	0	\$ 350.00	\$0.00
7040070	PAVEMENT MARKING (WHITE THERMOPLASTIC) (EXTRUDED) (0.090")	LFT.	0	\$ 0.35	\$0.00
7040071	PAVEMENT MARKING (YELLOW THERMOPLASTIC) (EXTRUDED) (0.090")	LFT.	0	\$ 0.35	\$0.00
7040073	PAVEMENT LEGEND (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	0	\$ 150.00	\$0.00
7040074	PAVEMENT SYMBOL (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	0	\$ 150.00	\$0.00
7060013	PAVEMENT MARKER, RAISED, TYPE C	EACH	0	\$ 4.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	LFT.	0	\$ 0.25	\$0.00
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	LFT.	0	\$ 0.25	\$0.00

EXHIBIT D

DETAILED SHARED COST ESTIAMTE (60% Design)
BEARDSLEY CONNECTOR PHASE II AND UNION HILLS DRIVE WIDENING
 101 MA 016 H7078 01C

Item No	Item Description	Unit	Quantity	Unit Price	Amount
5050032	MANHOLE (C-18.10) (NO. 3) (FOR PIPES OVER 36")	EACH	0	\$8,000.00	\$0.00
5050201	RESET FRAME AND COVER FOR MANHOLE	EACH	0	\$600.00	\$0.00
6010716	CONCRETE PIPE CONNECTION (C-13.70)	EACH	0	\$500.00	\$0.00
6011131	F-SHAPE BRIDGE CONCRETE BARRIER AND TRANSITION (42 INCH)	L.FT.	626	\$70.00	\$43,820.00
6020001	PRESTRESSING CAST-IN-PLACE CONCRETE- STA (111+11.64)	L.SUM	1	\$ 65,000	\$65,000.00
6060036	BRIDGE SIGN STRUCTURE (	EACH	7	\$25,000.00	\$175,000.00
6060075	FOUNDATION FOR BRIDGE SIGN STRUCTURE (SD9.20, TYPE 1F)	EACH	14	\$4,500.00	\$63,000.00
6060107	CANTILEVER SIGN STRUCTURE (	EACH	0	\$24,000.00	\$0.00
6060134	CANTILEVER SIGN STRUCTURE (SD9.10, TYPE 4C)	EACH	0	\$4,500.00	\$0.00
6070038	SLIP BASE (NEW)	EACH	0	\$250.00	\$0.00
6070054	SIGN POST (PERFORATED) (2 S)	L.FT.	0	\$18.00	\$0.00
6070057	SIGN POST (PERFORATED) (2 1/2 T)	L.FT.	0	\$20.00	\$0.00
6070060	FOUNDATION FOR SIGN POST (CONCRETE)	EACH	0	\$200.00	\$0.00
6080002	REGULATORY, WARN, OR MARKER SIGN PANEL W/TYP II SHEET	SQ.FT.	0	\$30.00	\$0.00
6080009	BRIDGE NAME SIGN PANELS	SQ.FT.	2,823	\$35.00	\$98,805.00
6080105	RELOCATE SIGNS	L.SUM	0	\$3,000.00	\$0.00
7015010	TEMPORARY CONCRETE BARRIER (INSTALLATION AND REMOVAL)	L.FT.	9,480	\$12.00	\$113,760.00
7015020	TEMPORARY IMPACT ATTENUATORS (INSTALLATION AND REMOVAL)	EACH	6	\$1,200.00	\$7,200.00
7015042	TEMPORARY PAINTED MARKING (STRIPE)	L.FT.	1,566	\$0.15	\$234.90
7018020	TEMPORARY CONCRETE BARRIER (IN USE)	L.FT./DAY	1,873,900	\$0.12	\$224,868.00

DETAILED SHARED COST ESTIAMTE (60% Design)
BEARDSLEY CONNECTOR PHASE II AND UNION HILLS DRIVE WIDENING
 101 MA 016 H7076 01C

Item No	Item Description	Unit	Quantity	Unit Price	Amount
4040116	APPLY BITUMINOUS TACK COAT	HOUR	7	\$150.00	\$1,050.00
4040230	ASPHALT BINDER (	TON	49	\$450.00	\$22,050.00
4040163	BLOTTER MATERIAL	TON	8	\$40.00	\$320.00
4060006	ASPHALTIC CONCRETE (3/4" MIX)	TON	514	\$40.00	\$20,560.00
4060026	MINERAL ADMIXTURE (FOR 3/4" MIX)	TON	5	\$90.00	\$450.00
4140040	ASPHALTIC CONCRETE FRICTION COURSE (ASPHALT-RUBBER)	TON	530	\$43.00	\$22,790.00
4140042	ASPHALT RUBBER MATERIAL (FOR AR-ACFC)	TON	51	\$550.00	\$28,050.00
4140044	MINERAL ADMIXTURE (FOR AR-ACFC)	TON	5	\$90.00	\$450.00
5012518	STORM DRAIN PIPE, 18"	L.FT.	0	\$85.00	\$0.00
5012524	STORM DRAIN PIPE, 24"	L.FT.	200	\$95.00	\$19,000.00
5019007	PIPE (SLEEVE) (12")	L.FT.	0	\$65.00	\$0.00
5019008	PIPE (SLEEVE EXTENSIONS) (12")	L.FT.	0	\$85.00	\$0.00
5030021	CONCRETE CATCH BASIN (C-15.20) ONE 3.5' WING, H=8' OR LESS	EACH	12	\$6,000.00	\$72,000.00
5030142	CONCRETE CATCH BASIN (MEDIAN) (	EACH	0	\$5,000.00	\$0.00
5030143	CONCRETE CATCH BASIN (MEDIAN) (	EACH	0	\$6,000.00	\$0.00
5030171	CONCRETE CATCH BASIN (SAFETY INLET)	EACH	0	\$7,500.00	\$0.00
5030175	CONCRETE CATCH BASIN (SAFETY INLET) (	EACH	0	\$6,000.00	\$0.00
5030270	CATCH BASIN, TYPE M (D-9)	EACH	0	\$7,000.00	\$0.00
5030272	CATCH BASIN,TYPE M-1 (L=6') (PHOENIX DET. P-1569)	EACH	0	\$7,500.00	\$0.00
5050031	MANHOLE (C-18.10) (NO. 3) (FOR PIPES 6" TO 36")	EACH	0	\$4,000.00	\$0.00

DETAILED SHARED COST ESTIAMTE (60% Design)
BEARDSLEY CONNECTOR PHASE II AND UNION HILLS DRIVE WIDENING
 101 MA 016 H7076 01C

Item No	Item Description	Unit	Quantity	Unit Price	Amount
2010001	CLEARING AND GRUBBING	LSUM	0	\$80,000.00	\$0.00
2020021	REMOVAL OF CONCRETE CURB AND GUTTER	L.FT.	0	\$10.00	\$0.00
2020025	REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS	SQ.FT.	0	\$4.00	\$0.00
2020031	REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT	SQ.YD.	0	\$20.00	\$0.00
2020055	REMOVE AND SALVAGE (TRAFFIC SIGNAL)	LSUM	0	\$0.00	\$0.00
2020071	REMOVE GUARD RAIL	L.FT.	0	\$5.00	\$0.00
2020101	REMOVE FENCE	L.FT.	0	\$5.00	\$0.00
2020042	REMOVAL OF PIPE (STORM DRAIN)	L.FT.	0	\$20.00	\$0.00
2020052	REMOVE (CONCRETE DRAINAGE CHANNEL)	L.FT.	0	\$50.00	\$0.00
2020054	REMOVE (STORM DRAIN CATCH BASIN(S))	EACH	0	\$500.00	\$0.00
2020155	REMOVE (PULLBOXES)	EACH	0	\$0.00	\$0.00
2030301	ROADWAY EXCAVATION	CU.YD.	5,563	\$7.00	\$38,941.00
2030501	STRUCTURAL EXCAVATION	CU.YD.	4,073	\$23.00	\$93,679.00
2030506	STRUCTURE BACKFILL	CU.YD.	4,161	\$52.00	\$216,372.00
2030902	BORROW (IN PLACE)	CU.YD.	7,852	\$13.00	\$102,076.00
2090005	FURNISH WATER	M.GAL.	0	\$3.00	\$0.00
3030022	AGGREGATE BASE, CLASS 2	CU.YD.	223	\$20.00	\$4,469.54
4010010	PORTLAND CEMENT CONCRETE PAVEMENT (10")	SQ.YD.	111	\$50.00	\$5,550.00
4010012	PORTLAND CEMENT CONCRETE PAVEMENT (12")	SQ.YD.	1,707	\$70.00	\$119,490.00
4040111	BITUMINOUS TACK COAT	TON	4	\$450.00	\$1,800.00

**JPA 07-103 I
CITY OF PEORIA**

**Maintenance Roles and Responsibilities within State Highway Right of Way
APPLICABLE ACTIVITIES SHALL BE CONDUCTED
ACCORDING TO ADOPTED CITY STANDARDS**

ACTIVITIES AND DESCRIPTIONS:

SWEEPING:

- Sweeping shall be accomplished when possible during times of low traffic volume.

PATCHING WITH PREMIX:

- Patching potholes, severe depressions, edge breakup, and breaks in roadway and shoulder surfaces using premix materials

FILL CRACKS:

- Clean and fill cracks in bituminous pavements to prevent the passage of water through the surface and into the base sub grade

FILL CRACKS WITH ASPHALT RUBBER SEALANT:

- Rout or clean, fill cracks in bituminous pavements to prevent the passage of water through the surface and into the base sub grade

TIGHT BLADING:

- The application of premix with a blade to fill ruts and raveling an asphalt pavement and/or ACFC finishing course (1 to 1 ½ inches deep or less)

FLUSH COAT/FOG SEAL:

- Apply emulsified petroleum resin or emulsified asphalt to continuous sections of asphalt concrete as flush coat to rejuvenate aged asphalt and to retard surface deterioration

EMERGENCY PATCH AND/OR REPAIR:

- The emergency repair of asphalt roadway surface/base areas damages presenting a safety hazard to the driving public. The appropriate repair may require the limited rehabilitation repair, requiring the removal and replacement of damaged asphalt sub-surface and deteriorated base. When limited rehabilitation or total reconstruction is required for the area, City responsibility shall be limited to areas not to exceed 100 square feet in size.

REPAIR UNPAVED SHOULDERS:

- This activity should be scheduled before rutting along the edge of the pavement effects the integrity of the roadway or when erosion, if left unrepaired, will deteriorate into major damage

FLUSH SHOULDERS EDGE:

- Apply emulsified petroleum resin or emulsified asphalt to shoulder edge as a flush coat to rejuvenate aged asphalt and retard deterioration. Apply liquid asphalt and cover materials to seal and restore shoulder edge life.

MANUAL MECHANICAL AND/OR CHEMICAL WEED CONTROL:

- The majority of these activities generally are covered by separate agreement. However, some areas of the State right of way remain City responsibility. Exemplified by: weeds found on the City side of a access control fences, weeds or other types of vegetation growing around drainages basins, within cross-over streets, or vegetation control must comply with State and federal environmental rules and regulations.

Maintenance Roles and Responsibilities-Continued

DEBRIS AND LETTER PICK-UP:

- Clean litter and debris from both roadway and City areas of the rights of way responsibility. This activity will be undertaken when the debris affects the motoring public, when work is necessary to preserve the aesthetic appearance of the highway and necessary to assure the safety of maintenance employees, public and contract, work in the zones of responsibility.

CATCH BASINS/ROUTINE MAINTENANCE:

- Clean of catch basins within the areas where the City is responsible for the routine and minor maintenance of the roadway surface.

MINOR SLIDE REMOVAL:

- Removal of minor rock and or mud slides as required insuring that drainage ditches and/or roadway shoulders are free from hazardous conditions.

BLUE STAKE:

- The City shall be responsible for blue staking utility features that solely serve the City, yet are constructed within State right of way. The responsibility shall become effective upon Blue Stake operations center notification.

ENCROACHMENT PERMITS:

- Management of right of way encroachments on non-limited access State routes according to applicable statutes; issuing encroachments permits and notices of illegal encroachments as authorized by law will be the responsibility of the City. Exact locations of the encroachments will be forward to the State. Forms and encroachments permits will be furnished by the State.

PRIVACY & SOUND WALL MAINTENANCE:

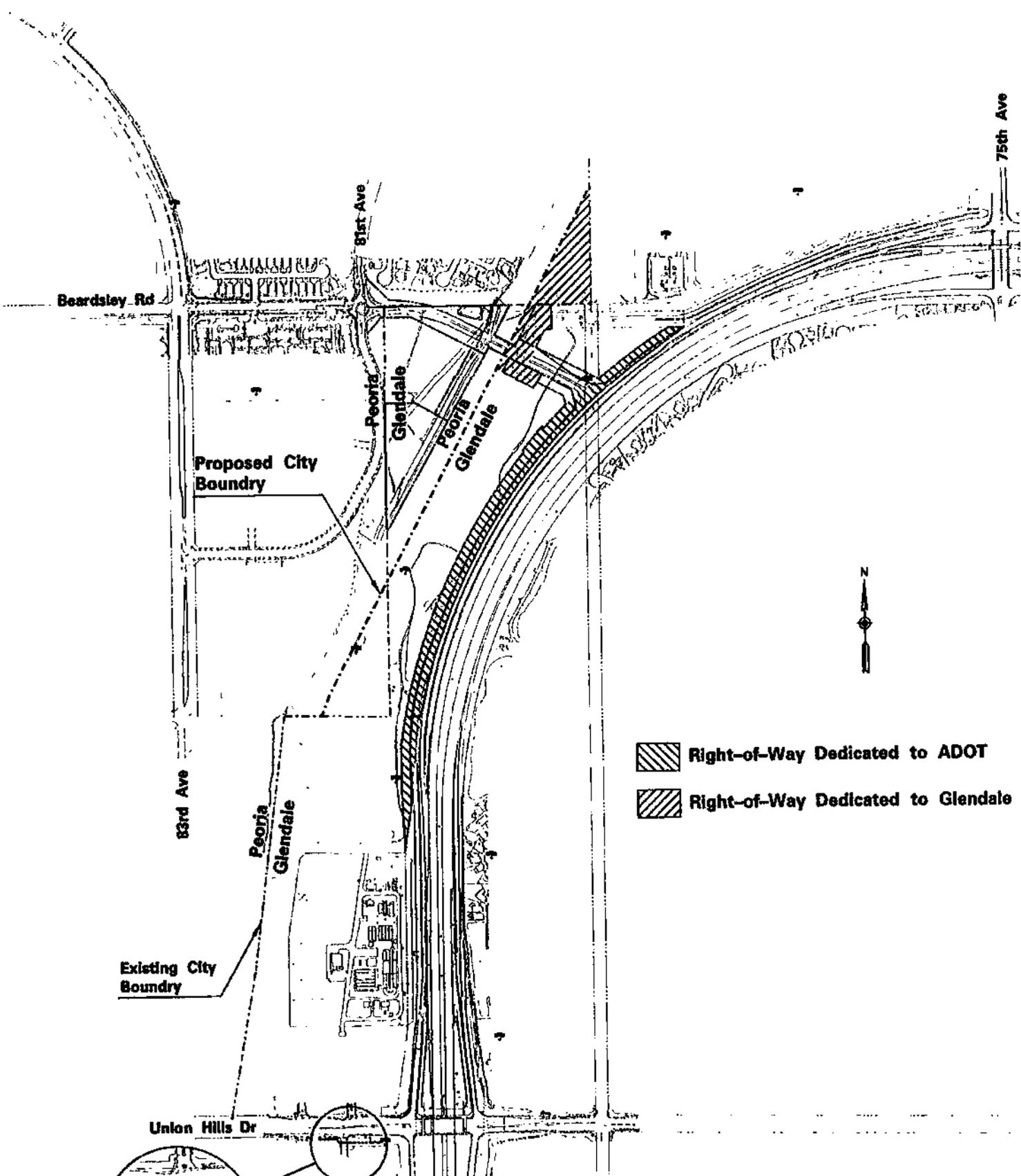
- Unless covered by separate agreement for wall maintenance where privacy walls are constructed on the right of way line or line of delineation between State and City responsibilities, the City will be responsible for maintaining the surface of the side of the wall facing their jurisdiction. Maintenance activities will include graffiti removal, painting and minor surface repair. Sound wall structural integrity remains the responsibility of the State.

PAVEMENT MARKING MAINTENANCE:

- The City will maintain paint lines (including center lines, lane lines, no passing stripes, gore stripes, and edge stripes on non limited access roadways, frontage roads, all repaved or resealed roadways and other pavement marking) special pavement markings (including paint/tape crosswalks, channelization and other pavement messages and makings raised or recessed). City pavement marking responsibilities shall be done according to adopted City standards.

SIGNING MAINTENANCE:

- The City shall be responsible for the maintenance of all signing on crossroads of signalized intersection on-ramp and the subsequent off-ramp, un-signalized (Non-interchange) freeway crossings, and non-limited access State routes. Said maintenance activities shall be done according to City standards.



**RIGHT-OF-WAY
DEDICATION
EXHIBIT E**

ADOT Maintains New WB Off Ramp from SR 101L to Frontage Road Back of Gore

Peoria is Responsible for Routine / Minor Maintenance of the Frontage Road with Exception of the ADOT Maintenance Area Described Below

75th Ave

Beardsley Rd

81st Ave



Peoria is Responsible for Maintenance of the Beardsley Road

ADOT Maintains the Area Between the Access Control Fence and the 12 Foot Inside Lane of the Frontage Road from the Back of Gore of the WB SR 101L Off Ramp to the Back of Gore of the SB SR 101L On Ramp

ADOT Maintains New U-Turn Structure and Ramps Beginning at Frontage Road Back of Gore

ADOT Maintains New SB On Ramp from the Frontage Road Back of Gore to SR 101L

ADOT Will Maintain the Union Hills TI to the Access Control Limits on East/West Legs

Union Hills Dr

SR 101L

MAINTENANCE RESPONSIBILITIES EXHIBIT F

