

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: 9C
Amend No. _____

Date prepared: October 10, 2008

Council Meeting Date: November 18, 2008

TO: Carl Swenson, City Manager
THROUGH: Susan Daluddung, Deputy City Manager *SD*
FROM: Andrew Granger, P. E., City Engineer *AG*
THROUGH: Dan Nissen, P.E., Assistant City Engineer
PREPARED BY: Richard Costa, Associate Engineer *RC*

SUBJECT: Adoption of the Resolution approving the Intergovernmental Agreement between the State of Arizona and the City of Peoria for the Widening of Grand Avenue between 83rd Avenue and 99th Avenue and the cost sharing of certain items (Project Nos. P-9407, P-0701, AG Contract No. P001 2008 004350, IGA/JPA File No. 08-112I, TRACS No.: H6690 01D/01C)

RECOMMENDATION:

Discussion and possible action to adopt the resolution approving the Intergovernmental Agreement (IGA) with the State of Arizona and authorize the Mayor to execute the IGA between the State of Arizona and City of Peoria (City) for the Widening of Grand Avenue between 83rd Avenue and 99th Avenue and the cost sharing of the construction of certain items in the amount of \$105,128.

In addition, that the Mayor and Council approve a budget transfer from the General Fund Capital Projects Contingency Account 1000-0300-570000 in the amount of \$50,000 to the Outside Sources Street System Account 4810-4810-543001-CIPST-EN00214CO. The transfer of funds is required to cover costs associated with Burlington Northern Santa Fe (BNSF) Railroad required flagging services during construction, and to provide a 10% contingency for unforeseen conditions during construction of the BNSF Railroad improvements subject to the agreement.

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. # 08-149
LCON# 19908 LIC. # _____
Action Date: _____

SUMMARY:

The Arizona Department of Transportation (ADOT), as project administrator for Regional Transportation Projects (RTP) within the Phoenix metro area, is nearing the final stages of design for the widening of US60 (Grand Avenue) to six lanes (three lanes each direction) from Loop 303 to 83rd Avenue. The widening project is generally broken down into the following two phases as defined by ADOT:

- Phase I – 99th Avenue to 83rd Avenue
- Phase II – Loop 303 to Loop 101

The subject of this IGA only relates to the Phase I portion of the ADOT project.

The proposed Phase I Improvements generally consist of the following:

- Loop 101 (L101) Bridge Widening
- New River Bridge Widening
- 91st Avenue and Grand Avenue Intersection Improvements and Median Modifications
- 91st Avenue Roadway Widening at BNSF Railroad Crossing
- Storm Drain Improvements
- Traffic Signal Modifications
- Traffic Signal Conduits
- Signing and Marking
- Sidewalks
- Utility Relocations
- Street Light Relocation

During the design phase, the City staff determined that in the City's interest certain improvements needed to be added to the project, and agreed to update the City's existing (BNSF) Railroad Crossing Agreement (1998) at Grand Avenue and 91st Avenue.

The proposed items to be added and the update to the BNSF Agreement are subject to this IGA and are summarized below:

- Extend sidewalk improvements along the east side of 91st Avenue, over BNSF Railroad, connecting into existing sidewalk north of BNSF Railroad tracks
- Install empty traffic signal conduits and pullboxes for a potential future traffic signal at 87th Avenue and Grand Avenue
- Install traffic signal interconnect conduits from Loop 101 to 91st Avenue (shared use conduit trench with ADOT)

Council Communication

ADOT IGA – Widening of Grand Ave between 83rd Ave and 99th Ave

November 18, 2008

Page 3

In addition, the City has agreed to amend the existing 91st Avenue/BNSF Railroad Crossing Agreement (1998) in order to accommodate the proposed 91st Avenue and Grand Avenue intersection improvements to be constructed by ADOT as part of this project, and to construct the aforementioned sidewalk improvements at the BNSF Railroad crossing, as requested by the City.

Once completed, the amended BNSF Railroad Agreement will include the following work to be completed by BNSF Railroad:

- Relocate existing BNSF Railroad gates, signals, and flashers
- Provide construction flagging services for any construction work within 25 feet of railroad tracks
- Extend concrete railroad crossing panels for sidewalk improvements
- Provide easements for roadway and sidewalk improvements

The purpose of this IGA is to establish both City and State obligations (funding or otherwise) as it relates to the aforementioned City requested improvements and the City's task of amending the existing BNSF Railroad Agreement.

Funding associated with the execution of the BNSF Railroad Agreement will be paid for by the City, subject to repayment by the State in accordance with this IGA.

Upon execution of this Agreement, the provisions of the IGA identify the City's responsibilities as follows:

- a. Hereby designate the State as the authorized agent for, and on behalf of, the City.
- b. Upon receipt of invoice from the State, remit \$105,128.00 for the estimated cost of the City's requested elements of the project.
- c. Invoice the State \$151,000.00 for the estimated cost of the project related to the railroad work. Amend its existing agreement with BNSF to accomplish the improvements to the existing railroad crossing at 91st Avenue required to accommodate the State's project to widen Grand Avenue. In the event that the City does not execute said amendment with BNSF, the funds allocated herein shall be returned to the State.
- d. Attend monthly design progress meetings and provide the State design documents for review, as appropriate.

Council Communication

ADOT IGA – Widening of Grand Ave between 83rd Ave and 99th Ave

November 18, 2008

Page 4

- e. Upon receipt of the design plans, review and provide comments to the State. Be responsible for any contractor claims for extra compensation caused by, or attributable to, the City.
- f. Upon completion of the project and final recapitulation, be responsible for all costs over and above the City's initial payment.
- g. 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 that 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.

Upon execution of this Agreement, the provisions of the IGA identify the State's responsibilities as follows:

- a. Agree to be the authorized agent for, and on behalf of the City, and invoice the City \$105,128.00 (Subject to Change) for the estimated cost of the City's requested elements of the project.
- b. Upon receipt of an invoice from the City, remit \$151,000.00 (subject to change) for the estimated cost of the project related to the railroad work.
- c. Design the project to State Standards and provide the City with copies of the project plans at 60% and 95% completion for review and comment. Incorporate the City's comments, as appropriate.
- d. Conduct monthly design progress meetings and provide review comments to the City, as required.
- e. Call for bids, and award the construction of the project; administer the same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation caused by, or attributable to, the State. Be responsible for any BNSF claims for extra compensation caused by, or attributed to, the State, or the Contractor.
- f. Notify the City should costs exceed the estimated amount currently provided by the City prior to incurring additional costs.
- g. Upon completion of the project, provide the City with a recapitulation and, if necessary, invoice, or reimburse, the City for any amounts that differ from the amount received from the City.

Council Communication

ADOT IGA – Widening of Grand Ave between 83rd Ave and 99th Ave

November 18, 2008

Page 5

- h. Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office, that the City has a valid annual citywide Blanket Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Agree that 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.

Currently the project design is 95% complete. Pending completion of the amended Agreement with the Railroad and right-of-way acquisition processes, ADOT anticipates that the project could begin construction in the summer 2009.

FISCAL NOTE:

In accordance with the requirements of the IGA, the City will be paying funds to the State in the amount of \$105,128.00. Payment will be from the Proposed GO Bond Fund Street System Account 4220-4220-543001-CIPST-EN00214CO. The State will be paying funds to the City in the amount of \$151,000.00 which will be transferred to the Grand Avenue Landscaping; Loop101 to Peoria Avenue Outside Sources Fund Street System Account 4810-4810-543001-CIPST-EN00214CO.

ATTACHMENTS:

1. Exhibit A – Project Improvements
2. Resolution
3. Intergovernmental Agreement



99th Ave

Project provides for dual left turn lanes for EB Grand to NB 91st Ave. BNSF Railroad Xing improvements required as well. New sidewalk will be constructed on east side of 91st over BNSF tracks

Empty conduits & pullboxes for potential future traffic signal at 87th Ave

New traffic signal interconnect conduit

Grand Avenue Widening; (ADOT Project, 99th Ave to 84th Ave. Adds one lane in each direction on Grand Ave to provide 3 lanes continually each way.

84th Ave

RESOLUTION NO. 08-149

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 WIDENING OF GRAND AVENUE BETWEEN 83RD AVENUE AND 99TH AVENUE.

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 widening of Grand Avenue between 83rd Avenue and 99th Avenue; and

WHEREAS, the City is willing to pay for the costs associated with the widening of Grand Avenue between 83rd Avenue and 99th Avenue; 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 widening of Grand Avenue between 83rd Avenue and 99th Avenue.

Resolution No. 08-149

State of Arizona for widening of Grand Avenue between 83rd Avenue and 99th Avenue.

September 16, 2008

Page 2 of 2 Pages

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 18th day of November, 2008.

Bob Barrett, Mayor

ATTEST:

Mary Jo Kief, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

IGA/JPA File No.: 08-112-I
AG Contract No.: P001 2008 004350
Project: US 60 (Grand Avenue)
Section: 83rd Avenue – 99th Avenue
TRACS No.: H6690 01D/01C
Budget Source Item No.: 11507 & 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 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 CITY COUNCIL (the "City"). The State and the City are collectively referred to as the "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 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. The State has programmed for the widening of US 60 (Grand Avenue) to three lanes in each direction between 99th and 83rd Avenues. The State and the City agree to share the cost of certain items of work as specified in Exhibit A and depicted on Exhibit A-1 and A-2, attached hereto, and made a part hereof. The City requests that the State include the design and construction of certain elements, including, but not limited to, the installation of sleeves and electrical conduit under Grand Avenue within said project limits, and the extension of an existing sidewalk on 91st Avenue, at the City's expense, as identified in Exhibit B, attached hereto and made a part hereof. The City has an existing agreement with Burlington Northern Santa Fe Railroad (BNSF) for the railroad crossing at 91st Avenue and agrees, with the assistance of the State, to coordinate with the BNSF through an amended agreement to accomplish the required improvements to the existing railroad crossing at 91st Avenue in conjunction with the State's Grand Avenue widening improvements, at the State's expense, as identified in Exhibit C, attached hereto and made a part hereof, herein collectively referred to as the "Project". The State shall assist the City in responding to requests from the Arizona Corporation Commission (ACC) for documents, exhibits, project data requests, including participating in the public hearing processes with the ACC, to support the City's request for Commission approval of said improvements to the existing railroad crossing at 91st Avenue.

4. The Parties hereto agree to and acknowledge the following conditions: **a)** The estimated monetary amounts referenced in this Agreement are subject to change and can change substantially before completion of the Project; **b)** The Parties shall perform their responsibilities consistent with this Agreement; **c)** Should costs exceed the estimated amount for the City's requested elements, it is understood and agreed that the State will notify the City prior to incurring additional costs; and **d)** Should costs exceed the estimated amount for the State's improvements at 91st Avenue, it is understood and agreed that the City will notify the State prior to incurring additional costs; **e)** Any change or modification to the Project will only occur with the mutual written consent of the Parties.

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

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 and invoice the City **\$105,128.00** for the estimated cost of the City's requested elements of the Project, as identified in Exhibit B. In the event the State does not complete the Project, the funds allocated herein shall be returned to the City.

b. Upon execution of this Agreement and receipt of invoice from the City, remit **\$151,000.00** for the estimated cost of the State's requested railroad work relative to the Project and identified on Exhibit C.

c. Design the Project to State standards and provide the City with copies of the Project plans at 60% and 95% completion for review and comment. Incorporate the City's comments, as appropriate.

d. Obtain the required Temporary Construction Easement (TCE) from BNSF Railroad, as shown on Exhibits A-1 and A-2, at no cost to the City.

e. Conduct monthly design progress meetings and provide review comments to the City, as required, relative to the State's requested elements of the Project.

f. Call for bids and award the construction of the Project; administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation caused by, or attributable to, the State. Be responsible for any BNSF claims for extra compensation caused by, or attributable to the State or its Contractor.

g. Notify the City should costs exceed the estimated amount currently provided by the City prior to incurring additional costs.

h. Upon completion of the Project, provide the City with a recapitulation and, if necessary, invoice or reimburse the City for any amounts that differ from the amount received from the City.

h. Upon completion of the Project and final recapitulation, be responsible for all costs over and above the State's initial payment.

i. Upon completion of the Project, provide the City with a final set of electronic (.tif) as-built drawings, including approved material submittals, inspection reports, and lab test results.

j. Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office, that the City has a valid annual 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, to perform the work detailed in Exhibit B.

b. Upon execution of this Agreement and receipt of invoice from the State, remit **\$105,128.00** for the estimated cost of the City's requested elements of the Project, detailed in Exhibit B.

c. Upon execution of this Agreement, invoice the State **\$151,000.00** for the estimated cost of the State's requested railroad work relative to the Project. Amend the City's existing agreement with BNSF to accomplish the improvements to the existing railroad crossing at 91st Avenue required to accommodate the State's widening of Grand Avenue. In the event the City does not execute said amendment with BNSF, the funds allocated herein shall be returned to the State.

d. Attend monthly design progress meetings and provide the State design documents for review, as appropriate.

e. Upon receipt of the design plans, review and provide comments to the State. Be responsible for any contractor claims for extra compensation caused by, or attributable to, the City.

f. Upon completion of the Project and final recapitulation, be responsible for all costs over and above the City's initial payment. Be responsible for maintenance of the elements described in number 4 of Exhibit A.

g. Upon completion of the Project and final recapitulation, be responsible for all costs over and above the City's initial payment.

h. Upon completion of the Project and acceptance by the State and the City, maintain all work described in Exhibit B.

i. 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 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.

3. The Parties Agree:

a. This Agreement is contingent upon execution with the referenced amended agreement between the City and BNSF, and approved by the ACC.

b. Upon completion of the Project and acceptance by the State and the City, maintain all work described in Exhibit B.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of the Project and all reimbursements; provided however, that any provisions herein for maintenance provided by the City shall be perpetual. Either Party may cancel this Agreement, upon thirty (30) days written notice to the other Party, at any time prior to the award of the Project construction

contract. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. It is understood and agreed that, in the event the City cancels this Agreement, the City will be responsible for all costs incurred by the State, up to the time of cancellation.

2. 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 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 required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

City of Peoria
Attn: City Manager
8401 West Monroe Street
Peoria, Arizona 85345
(623) 773-7300
(623) 773-7301 Fax

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 § 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

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
Clerk

IGA/JPA 08-112-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 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

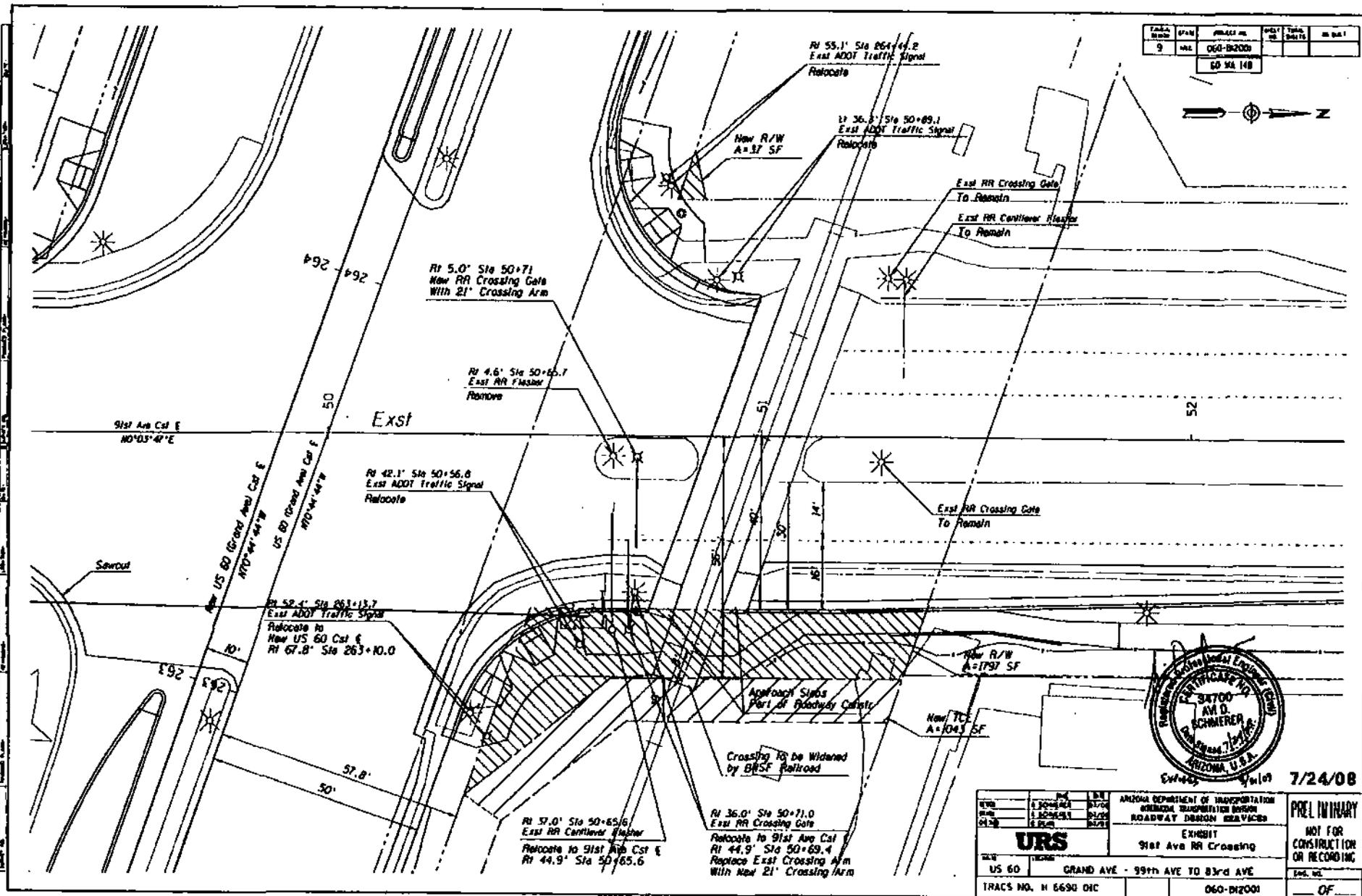
EXHIBIT A

US 60 (Grand Avenue), 99th Avenue – 83rd Avenue

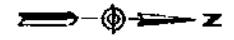
Cost Sharing between ADOT and City of Peoria (COP)

1. Construct the pull boxes and empty conduits at 87th Avenue for future City of Peoria signal. Construct traffic signal interconnect conduit (Peoria quad duct bank detail) from SR101L (FMS) east along the south side of Grand Avenue to the east side of 91st Avenue (Design cost is covered by a separate task order between COP and URS (100% COP));
2. Cost of railroad work at 91st Avenue and associated easement with BNSF (100% ADOT);
3. Cost of additional easements at 91st Avenue to extend sidewalk to Grand Avenue (100% COP);
4. Design and construction costs for 91st Avenue sidewalk extension, including survey, ditch area details, retaining wall and handrails (100% COP).

IGA/JPA 08-112-I



DATE	BY	PROJECT NO.	SHEET NO.	TOTAL SHEETS	IN CHARGE
9	ML	060-D2000			60 MA 148



7/24/08

URS 91st Ave RR Crossing	ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAY TRANSPORTATION DIVISION ROADWAY DESIGN SERVICES EXHIBIT 91st Ave RR Crossing	PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING
TRACS NO. H 6690 DIC	GRAND AVE - 99th AVE TO 83rd AVE	060-D2000 OF

**EXHIBIT 'B'
 SUMMARY OF COSTS
 TO BE PAID BY CITY OF PEORIA
 US 60 (GRAND AVE)
 99TH AVE TO 83RD AVE
 PROJECT**

ITEM ¹	DESIGN	CONSTRUCTION	TOTAL	DESCRIPTION
<p>TRACS NO. H6690 01C</p>				
1 US 60 (GRAND AVE), 99TH AVE TO 83RD AVE	-	\$ 76,073.00	\$ 76,073.00	<p>1. Construct the pull boxes and empty conduits at 87th Avenue for future City of Peoria signal. Construct traffic signal interconnect conduit (Peoria quad duct bank detail) from SR101L (FMS) east along the south side of Grand Avenue to the east side of 91st. (Design cost is covered by a separate task order between COP and URS. (100% COP);</p>
<p>TRACS NO. H6690 01C</p>				
4 US 60 (GRAND AVE), 99TH AVE TO 83RD AVE	\$ 16,915.00	\$ 12,140.00	\$ 29,055.00	<p>The City of Peoria has requested the following: Design and construction costs for 91st Avenue sidewalk extension, including survey, ditch area details and handrails.</p>
TOTALS	\$ 16,915.00	\$ 88,213.00	\$ 105,128.00	

¹Item numbers refer to item in Exhibit 'A'

EXHIBIT 'B'
ITEM 1 COST BACKUP

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
ITEM 1 - EXHIBIT "B"					Rounded to the nearest dollar
7320070	ELECTRICAL CONDUIT (3") (PVC)	L.FT.	860	\$18.00	\$ 15,480.00
7320292	ELECTRICAL CONDUIT (SHARED TRENCH) (QUAD-DUCT) (CITY OF PEORIA STD	L.FT.	1,500	\$10.00	\$ 15,000.00
7320421	PULL BOX (NO. 7) (WITH EXTENSION)	EACH	4	\$1,200.00	\$ 4,800.00
7320460	PULL BOX (INTERCONNECT PRECAST) (CITY OF PEORIA STD DETAIL PE-034)	EACH	2	\$4,000.00	\$ 8,000.00
7320461	PULL BOX (INTERCONNECT COMMUNICATION VAULT) (CITY OF PEORIA STD DE	EACH	3	\$5,000.00	\$ 15,000.00
SUBTOTAL CONSTRUCTION (A)					\$58,280.00 (A)
	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	1.5% of (A)	\$ 874.00
	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$ 583.00
	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	2% of (A)	\$ 1,166.00
	MOBILIZATION SHARE ⁴	L.SUM	1	10% of (A)	\$ 5,828.00
SUBTOTAL CONSTRUCTION (B)					\$ 66,731.00 (B)
	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$ 9,342.00
TOTAL ITEM 1 CONSTRUCTION COST					\$ 76,073.00

Notes:

- Maintenance of Traffic was calculated on a percentage basis (1.5% fixed rate) of the construction of the City's items.
- Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
- Contractor Quality Control was calculated on a percentage basis (2.0% fixed rate) of the construction cost of the City's items.
- Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's construction cost.
- Construction Engineering and Administration is calculated on a percentage basis (14.0% fixed rate) of the City's construction cost.

EXHIBIT 'B'
ITEM 4 COST BACKUP

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
ITEM 4 - EXHIBIT "B"					Rounded to the nearest dollar
6110203	PROTECTIVE RAILING	L.FT.	40	\$100.00	\$ 4,000.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ.FT.	1,025	\$4.00	\$ 4,100.00
9210001	SLOPE PAVING	SQ.YD.	12	\$100.00	\$ 1,200.00
SUBTOTAL CONSTRUCTION (A)					\$9,300.00 (A)
	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	1.5% of (A)	\$ 140.00
	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$ 93.00
	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	2% of (A)	\$ 186.00
	MOBILIZATION SHARE ⁴	L.SUM	1	10% of (A)	\$ 930.00
SUBTOTAL CONSTRUCTION (B)					\$ 10,649.00 (B)
	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$ 1,491.00
TOTAL ITEM 4 CONSTRUCTION COST					\$ 12,140.00
	DESIGN ENGINEERING ⁶				\$ 15,958.00
	6% DESIGN ENGINEERING ADMINISTRATION ⁷				\$ 957.00
TOTAL ITEM 4 DESIGN COST					\$ 16,915.00
TOTAL ITEM 4 PROJECT COST					\$ 29,055.00

Notes:

- Maintenance of Traffic was calculated on a percentage basis (1.5% fixed rate) of the construction of the City's items.
- Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
- Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
- Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's construction cost.
- Construction Engineering and Administration is calculated on a percentage basis (14.0% fixed rate) of the City's construction cost.
- The City's portion of the Design Engineering cost is based on Contract Modification #2.
- Design Engineering Administration was calculated on a percentage basis (6% fixed rate) of the City's Design Engineering Cost.

IGA/JPA 08-112-I

EXHIBIT C

US 60 (Grand Avenue), 99th Avenue – 83rd Avenue

Railroad Costs Paid by State

1.	Right of Way Costs for Permanent Easement from BNSF	\$ 4,875.00
2.	Administration Fee for Staubach Global Services	\$ 1,000.00
3.	Signal Work Costs	\$ 93,015.00
4.	Train Flagging Costs (\$1,100/day for 30 days)	\$ 33,000.00
5.	Contingency For BNSF Cost-Overrun (14.5%)	<u>\$ 19,110.00</u>
	Total	\$151,000.00