

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

cc: 5C
Amend No. _____

Date prepared: September 29, 2009 Council Meeting Date: December 1, 2009

TO: Carl Swenson, City Manager
THROUGH: Susan J. Daluddung, Deputy City Manager *JD*
FROM: Andrew Granger, P. E., Engineering Director *AG*
THROUGH: Dan Nissen, P. E., Assistant City Engineer *DN*
PREPARED BY: Ben Wilson, P. E., Civil Engineer *BW*
SUBJECT: Adoption of the Resolution approving the Intergovernmental Agreement with the State of Arizona for the construction of certain roadway widening improvements at Olive Avenue and the Loop 101 (Project No. P-0607, EN00219, AG Contract No. P001 2009 004306, File No. IGA/JPA 09-179I, TRACS No.: H6939 01C)

RECOMMENDATION:

Discussion and possible action to adopt the Resolution approving the Intergovernmental Agreement (IGA) with the State of Arizona for construction of the roadway widening improvements at Olive Avenue and the Loop 101.

SUMMARY:

As presented to Council on October 6, 2009, this project is a joint participation with the City of Peoria (City) and the Arizona Department of Transportation (ADOT) for the Olive Avenue and Loop 101 Traffic Interchange (TI) widening. The widening will include three through lanes westbound and eastbound, right-turn lanes westbound and eastbound and dual left-turn lanes. ADOT is the lead agency and will conduct all design concept, design, construction and construction administration for the project. The City was responsible for contracting separately for the preparation of a noise study along Olive Avenue, building noise walls, acquiring easements and rights-of-way, relocating the Olive Commerce Park commercial sign, and relocating all utilities in conflict with ADOT construction plans. A summary of the costs for the actual roadway improvements for each agency is provided below and a summary of each agency's responsibilities can be found on Attachment A.

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. # 09-135
LCON# 11009 LIC. # _____
Action Date: _____

As stated in the IGA, the City will pay for the roadway improvements required for the Olive Traffic Interchange Widening that are beyond the limits of ADOT jurisdiction. The amount of the City's responsibility for the ADOT widening project has been estimated to be \$427,883. In addition to this amount for the roadway improvements, the City is responsible to relocate utilities, acquire right of way, and relocate and construct masonry walls that are in conflict with the ADOT administered improvement project. In the interest of partnering and efficient use of public funds on this joint project, the City will perform the following items of work during the utility relocation phase and ADOT will provide reimbursement to the City for work performed pursuant to this IGA:

- The cost for the design and construction for relocating two SRP manholes and a portion of SRP irrigation pipe within ADOT's limits. The contract for the SRP irrigation relocation work is being conducted by the City under a separate contract for the entire project; therefore, ADOT will reimburse the City for designing and constructing its portion of the relocation.
- The cost for the preparation of USA Fee Land documents for the SRP irrigation pipe within ADOT's limits. In an effort to keep the documents consistent given the short time constraints, it was agreed that these documents will be prepared by the City.
- The cost for the preparation of all Right of Way and all Temporary Construction Easement documents required within the entire project limits. The City was initially responsible to only pay for the property acquisitions; however, due to time constraints it was jointly decided to have all documents prepared by the City.
- The cost for construction of additional height on the Springer Ranch II homeowner's association park wall. This was coordinated with the upcoming ADOT Loop 101 wall project that would have otherwise required a newly relocated and constructed wall to be completely rebuilt by ADOT in the near future. From the noise study results, the City's project only required relocation of the existing HOA wall along Olive Avenue and the rebuild to an equivalent 6' height as the existing wall. ADOT's noise wall project requires this wall to be 12' above the future curb. The IGA reimburses the City for the difference in cost to build the wall to full height. This wall will be built with the J. Banicki, Inc. Job Order Contract (JOC) approved by Council October 6, 2009.

The cost of the ADOT improvements to be reimbursed to the City is estimated to be \$136,488. Therefore, the City will only be invoiced by ADOT for the estimated amount of \$291,395.

The estimated cost of the widening project to be administered by ADOT as a result of this IGA will be as follows:

ADOT Funding	\$3,000,000
CITY OF PEORIA Required Funds	<u>\$ 291,395</u>
TOTAL Project Costs	\$3,291,395

SCHEDULE:

The anticipated project schedule is summarized below. The final schedule will be developed by ADOT, who is managing the project and controls the schedule.

- December 2009-January 2010 - ADOT to advertise project
- Spring, 2010 - Begin construction
- Winter, 2010 - Complete construction

FISCAL NOTE:

Payment will be from the Olive Avenue and Loop 101 Traffic Interchange Improvement County Transportation Tax Fund Street System Account 4550-4550-543001-CIPST-EN00219CO in the amount of \$291,395.

ATTACHMENTS:

1. Attachment A – IGA Agency Responsibilities
2. Location Map
3. Resolution
4. Draft IGA w/exhibits

Attachment A – IGA Agency Responsibilities

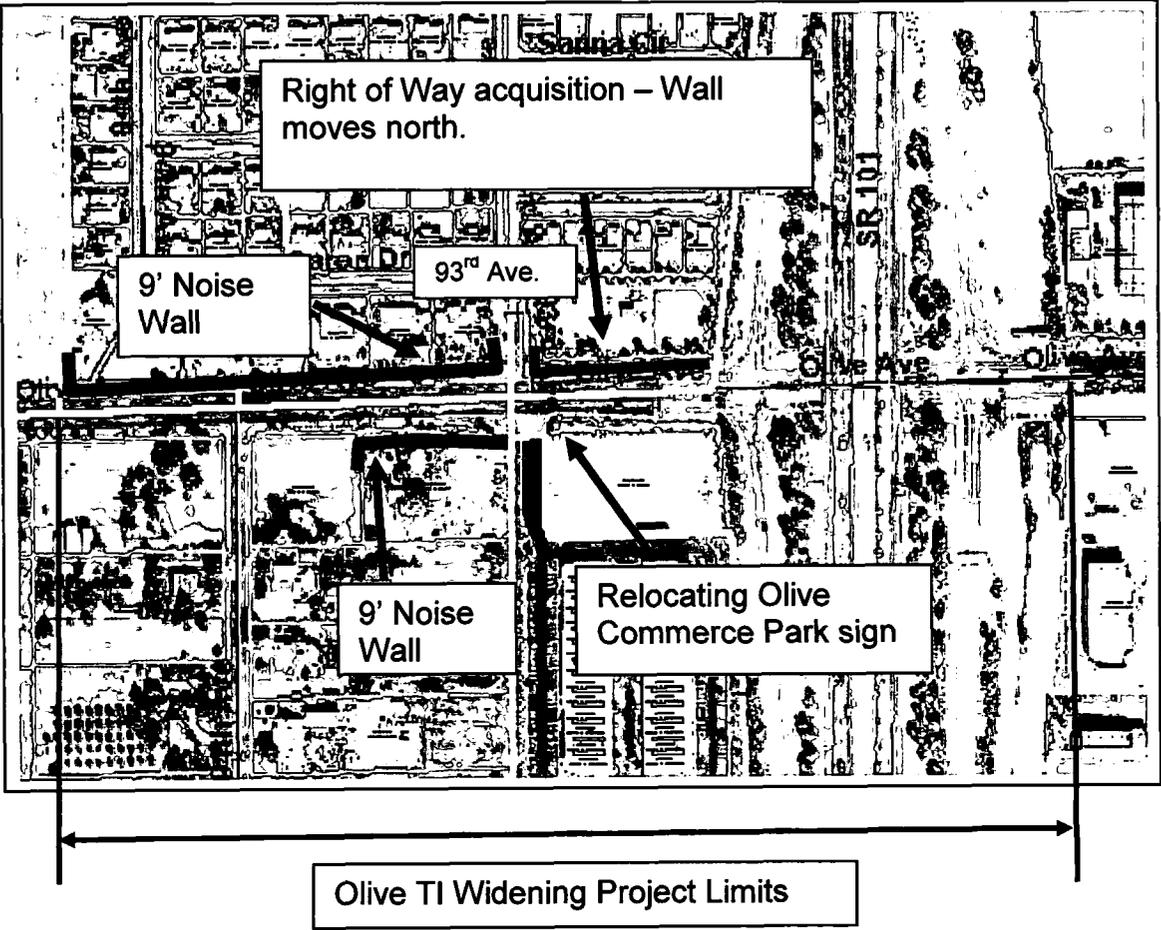
STATE WILL:

1. Submit a program to the Federal Highway Administration (FHWA) seeking additional funding.
2. Advertise for and receive open bids for the construction of the project.
3. Enter into a Project Agreement with the FHWA on behalf of the City as applicable.
4. Invoice the City for the estimated City cost share to the project
5. Not be obligated to maintain the project outside of the ADOT jurisdictional limits, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this agreement.
6. Provide a set of As-Built Plans upon completion of the Construction Phase of the Project.

CITY OF PEORIA WILL:

1. Upon execution of this Agreement, designate the State as authorized agent for the City.
2. Remit payment to the State funds for all work outside of the ADOT jurisdictional limits of the project.
3. Be entirely responsible for all costs within the City's jurisdictional limits as set forth in the Agreement whether covered by Federal funding or not.
4. Provide for cost and, as an annual item in the City's budget, proper maintenance of the City's portion of the Project and all of the components.
5. Agree to assume and accept full responsibility for portion of the Project being constructed within City jurisdictional limits.

Location Map



RESOLUTION NO. 09-135

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, ADOPTING A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS TO THE WIDENING OF OLIVE AVENUE AT THE LOOP 101.

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

WHEREAS, the City desires to enter into an Intergovernmental Agreement with the State of Arizona for the construction of certain improvements for the widening of the Olive Avenue at the Loop 101; and

WHEREAS, the City is willing to pay for the costs associated with the construction of the widening of the Olive Avenue at the Loop 101; and

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

THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Peoria, Arizona approves and adopts this Resolution to enter into an Intergovernmental Agreement with the State of Arizona for the construction of certain improvements for the widening of the Olive Avenue at the Loop 101.

Resolution No. 09-135

State of Arizona for construction of certain improvements for the Widening of the Olive Avenue at the Loop 101.

December 1, 2009

Page 2 of 2 Pages

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 1st day of December, 2009.

Bob Barrett, Mayor

ATTEST:

Mary Jo Waddell, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

ADOT File No.: IGA/JPA 09-179 I
AG Contract No.: P001 2009 004306
Project: SR 101L, Agua Fria Freeway
Section: Olive Avenue Traffic Interchange (TI)
TRACS No.: H693901C
Budget Source Item #: 45810

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PEORIA

THIS AGREEMENT is entered into this day _____, 2009, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PEORIA, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and had delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Article 1, Section 3-1, 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. Incidental to the State's design and construction of the widening improvements to State Route 101L (SR 101L)/Olive Avenue traffic interchange (TI), the City requests the State construct various roadway elements associated with the widening of Olive Avenue west of the State's improvements, as shown on Exhibit A, attached hereto and made a part hereof, at an estimated cost of **\$427,883.00** all at the City's expense, as shown on Exhibit B, attached hereto and made a part hereof, collectively herein referred to as the "Project".

4. The City has an improvement project to relocate certain utilities and construct various privacy walls along Olive Avenue prior to the State starting construction of the Project. Said improvements includes the City contracting with the Salt River Project (SRP) for the design and construction associated with relocating certain SRP irrigation pipe, and preparing the USA Fee Land documents, relative to and required for the Project.

LCON11009

5. The State agrees to participate with the City in funding a portion of costs of the improvements required by the Project as follows:

- i. The construction of 2-SRP man-holes and a portion of the relocated SRP irrigation pipe within the State's access control limits; and
- ii. The preparation of the USA Fee Land documents for the SRP irrigation pipe within the State's access control limits; and
- iii. The construction of additional height on the noise/privacy wall (to meet state standards) on the north side of Olive Avenue for the Springer Ranch II homeowner's association park, collectively shown on Exhibit C and itemized on Exhibit D, attached hereto and made a part hereof, at a total estimated cost of **\$136,488.00**.

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

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, hereby designate the City as the authorized agent for and on behalf of the State for the State's participation with the City in funding a portion of costs of the improvements described in I.5 above and shown on Exhibits C and D.

b. Upon execution of this Agreement, agree to be the authorized agent for and on behalf of the City for the City's requested elements associated with the Project described in I.3. above, and shown on Exhibits A & B, at an estimated cost of **\$427,883.00**.

c. Upon execution of this Agreement invoice the City in the amount of **\$291,395.00**, which is the estimated cost of the City's requested elements incorporated into the Project, minus the State's participation with the City in funding a portion of costs of the improvements described in I.5 above and shown on Exhibits C and D.

d. Attend the City's monthly utility coordination meetings. Review the design documents for the improvements described in I.5 above and provide timely review comments, as appropriate. Be responsible for any consultant claims for extra compensation caused by or attributable to the State.

e. Grant the City a construction permit for construction of the City administered improvements located within the State's rights of way, through the State's Phoenix Construction District Permit Supervisor, referenced below in Article III., Miscellaneous Provisions.

f. Conduct monthly design progress meetings relative to the Project and provide the City the design documents for review and comment, as required. Incorporate the City's review comments as appropriate.

g. Upon the City's concurrence with the plans and receipt of all project clearances, advertise one or more construction contract(s) for the Project. Upon approval of the State Transportation Board by resolution, award one or more construction contract(s) for the Project. Administer same and make all payments to the contractor(s).

h. Upon approval of the State Transportation Board by resolution and prior to the start of construction of the Project, bring all rights of way into the State's highway system necessary for construction.

- i. Conduct weekly construction progress meetings with City's participation and input.
 - j. Upon completion of construction accept the Project on behalf of the Parties that the Project has been constructed in accordance with the Project documents and that the Project has been satisfactorily completed.
 - k. Be responsible for the structural integrity of the noise/privacy wall for the Springer Ranch II homeowner's park, within the State's control limits. Be responsible for routine maintenance of the portion of the noise/privacy wall facing Olive Avenue (including graffiti) to the end of the State's access control limits (Portland Concrete Cement Pavement (PCCP)).
 - l. Upon the State's completion and acceptance of the Project, provide a recapitulation of the City's actual costs associated with the Project, minus the State's actual costs associated with the improvements described in I.5. If necessary, invoice or reimburse the City for the difference.
 - m. Upon the State's completion and acceptance of the Project, and upon approval of the State Transportation Board by resolution, abandon to the City ownership, jurisdiction and control of rights of way along Olive Avenue east of Station 62+65.60 and west of Station 54+70.82, the Olive Avenue TI PCCP limits, as depicted on Exhibit E, attached hereto and made a part hereof.
 - n. Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office, that the City has a valid annual *city-wide* Blanket Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree 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.
2. The City will:
- a. Upon execution of this Agreement, agree to be the authorized agent for and on behalf of the State, for the State's participation with the City in funding a portion of costs of the improvements described in I.5 above, an estimated amount of **\$136,488.00**, shown on Exhibits C and D. Said estimated amount will be deducted from the City's estimated amount of **\$427,883.00**, for the City's requested elements associated with the Project.
 - b. Obtain a construction permit through the State's Phoenix Construction District Permit Supervisor, referenced below in Article III. *Miscellaneous Provisions*, for construction of the City administered improvements located within the State's rights of way.
 - c. Upon execution of this Agreement, hereby designate the State as the authorized agent for, and on behalf of the State, for design and construction of the City's requested elements associated with the Project.
 - d. Upon execution of this Agreement and receipt of invoice from the State, remit **\$291,395.00** for the estimated cost of the City's requested elements associated with the Project, detailed in Exhibit B, minus the State's estimated cost share participation with the City, in the improvements described in I.5 above and shown on Exhibits C and D.
 - e. Be responsible for right of way acquisition required for the Project. Provide the State (Right of way Group) copies of original conveying documents, closing documentation and title insurance policies prior to the State action stated in Article II.1.h. Should condemnation be required provide copies of 'Order of Immediate Possession' and 'Final Order of Condemnation'.

- f. Conduct monthly utility coordination meetings relative to the improvements.
- g. Contract with SRP for the design and construction associated with SRP's irrigation relocation and be responsible for preparing the USA Fee Land documentation, as required by the Project.
- h. Ensure that the improvements described in I.5 above within the State's access control limits, will be completed prior to the start of the State's construction of the Project.
- i. Upon the City's completion of the improvements, provide the State with a recapitulation of the actual amount of the State's participation in funding a portion of costs of the improvements described in I.5 above. Said amount to be deducted from the City's estimated cost of **\$427,883.00**, for the City's requested elements associated with the Project.
- j. Attend monthly design and construction progress meetings relative to the Project. Review the design documents and provide timely review comments, as appropriate. Be responsible for any consultant claims for extra compensation caused by or attributable to the City.
- k. Coordinate with SRP, with the objective that the SRP relocation of its irrigation facilities occurs during SRP's annual "dry-up" period in January 2010.
- l. Upon notification, attend a walk through with the State's inspectors during and after construction of the Project as needed to confirm the City's concurrence/sign-off of the City's requested elements. Be responsible for maintaining the City's requested elements upon completion of construction.
- m. Waive the four year advance notification requirements of Arizona Revised Statute Section 28-7209, for the right of way abandonment of Olive Avenue back to the City in accordance with Article II.1.m.
- n. Upon the State's completion and acceptance of the Project and approval of the State Transportation Board by resolution, accept ownership jurisdiction for the rights-of-way along Olive Avenue east of Station 62+65.60 and west of Station 54+70.82, the Olive Avenue TI PCCP limits, as depicted on Exhibit E, attached hereto and made a part hereof.
- o. 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, which may be obtained through the Phoenix Maintenance or Construction District Office, referenced below in Article III., Miscellaneous Provisions.
- p. Upon the State's completion and acceptance of the Project, resume routine/minor roadway maintenance responsibilities for of Olive Avenue within the City's jurisdiction, within the State's control of access. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. All traffic controls shall meet the requirements of the Manual on Uniformed Traffic Control Devices (MUTCD) for Streets and Highways, as per A.R.S. 28-641.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon filing with the Secretary of State.
2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and all reimbursements; provide however, that any provisions herein for maintenance by the City shall be perpetual. This Agreement may be cancelled at any time with 30-days written notice to either party prior to the advertisement of a construction contract. Should the City fail to

fulfill its obligations set forth in this Agreement or withdraw its proposed plans for whatever reason, the City shall be responsible for all costs incurred by the State up to the time of the City's withdrawal and the State will be responsible for actual costs incurred by the City for the State's participation in the City's improvement project described in I.5 above.

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

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

5. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §35-214 and §35-215 shall apply to this Agreement.

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

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

8. Compliance requirements for Arizona Revised Statutes §41-4401—immigration laws and E-Verify requirement:

a. The City warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes §23-214, Subsection A.

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the City may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the City or subcontractor is complying with the warranty under paragraph (a).

9. Pursuant to Arizona Revised Statutes §35-391.06 and §35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes §35-391 or and §35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

10. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by Arizona Revised Statutes §12-1518, as applicable.

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

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 637E
Phoenix, AZ 85007
(602) 712-7124 FAX : 602-712-3132

City of Peoria
Attn: Andy Granger, P.E.
Engineering Director
9875 N. 85th Avenue
Peoria, Arizona 85345
(623) 773-7301 FAX: (623) 773-7211

For Maintenance Permit – Contract
Arizona Department of Transportation
Phoenix Maintenance District Permits Office
2140 S. 22nd Avenue, Mail Drop PM00
Phoenix, Arizona 85017

For Construction Permit – Contact:
Arizona Department of Transportation
Phoenix Construction District Permits Office
4550 N. Black Canyon Frwy., Mail Drop E700
Phoenix, AZ 85017

12. In accordance with Arizona Revised Statutes §11-952, (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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 _____
ROBERT SAMOUR, P.E.
Deputy State Engineer, Valley Transportation

ATTEST:

By _____
MARY JO KIEF
City Clerk

IGA/JPA 09-179-I

ATTORNEY APPROVAL FORM FOR THE CITY OF PEORIA

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

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

DATED this _____ day of _____, 2009.

City Attorney

**EXHIBIT A
IGA/JPA 09-179
STATE ROUTE 101/OLIVE AVE
TI IMPROVEMENTS**

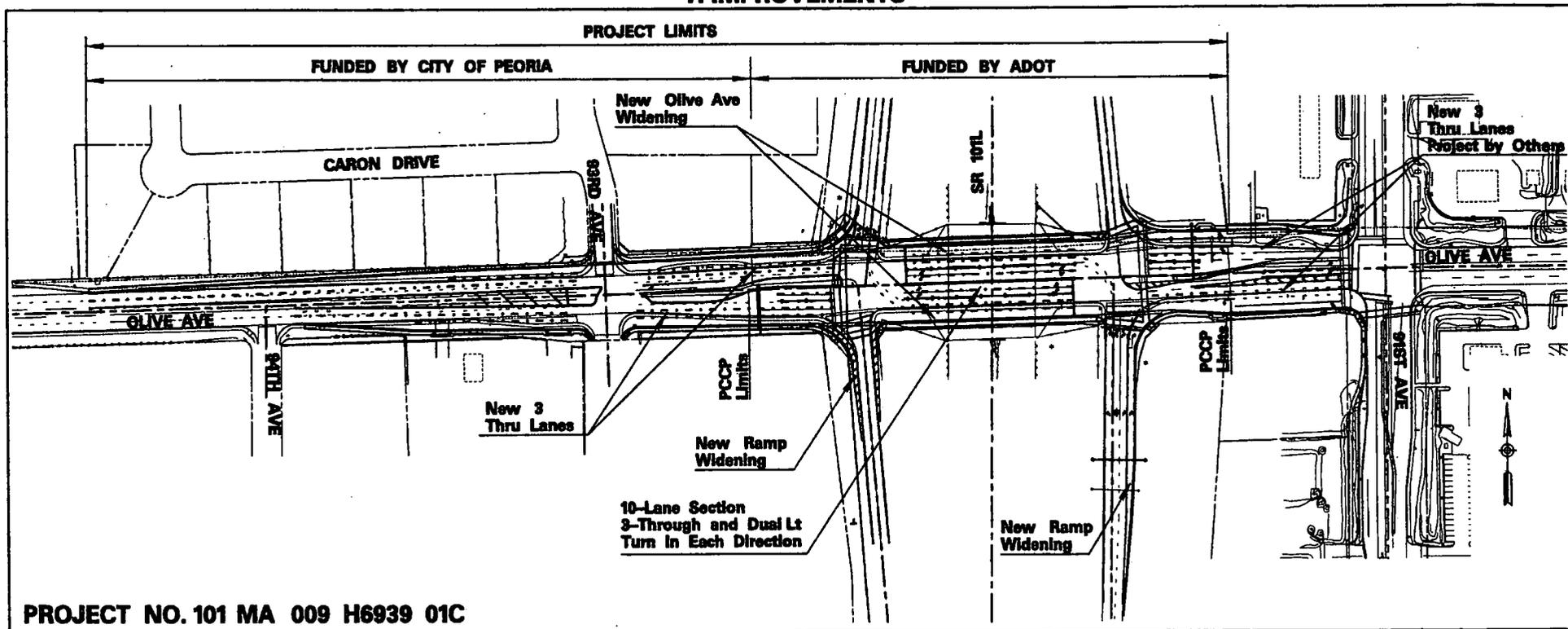


EXHIBIT B
IGA/JPA 09-179
SUMMARY OF CITY FUNDED ITEMS
AGREEMENT ESTIMATE
RECAPITULATION

PROJECT NUMBER 101 MA 009 H693901C
 FEDERAL AID NUMBER 101-A(201)
 LOCATION OLIVE AVENUE TI

CREATED: 11/9/2009
 REVISED:
 ENGINEER: J. GONZALEZ

DESCRIPTION	CONTRACTORS BID	CITY FUNDS 100%	LENGTH IN MI
ROADWAY		331,692.00	0.360
SUBTOTAL		331,692.00	0.360
PROJECT WIDE		49,754.00	
CONSTRUCTION ENGINEERING	8%	26,535.00	
CONSULTANT SERVICES	1%	3,317.00	
CONSTRUCTION CONTINGENCY	5%	16,585.00	
PAVEMENT INCENTIVES			
AC SMOOTHNESS	per Lane-Mile		
AC QUALITY LOT	\$1.50 per Ton		
PCCP SMOOTHNESS	\$7,000.00 per Lane-Mile		
PCC QUALITY LOT	\$1.50 per Sq. Yd.		
FLAGGING SERVICES			
DPS OFFICES			
RAILROAD/OTHER			
OTHER			
PROJECT TOTAL		427,883.00	0.360

**DETAILED ESTIMATE
 EXHIBIT B
 IGA/JPA 09-179**

	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	2020025	REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS	SQ.FT.	10,978	2.00	\$21,956.00
2	2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	216	30.00	\$6,480.00
3	2020031	REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT	SQ.YD.	212	30.00	\$6,360.00
4	2020034	REMOVAL OF SIGNS	L.SUM	1	5,000.00	\$5,000.00
5	2020052	REMOVE (CURB & GUTTER)	L.FT.	2112	4.00	\$8,448.00
6	2020053	REMOVE (CATCH BASIN)	EACH	2	1,500.00	\$3,000.00
7	2020054	REMOVE (LIGHT POLES)	EACH	4	500.00	\$2,000.00
8	2020168	REMOVE (MEDIAN PAVING)	SQ.FT.	912	2.00	\$1,824.00
9	3030022	AGGREGATE BASE, CLASS 2	CU.YD.	829	40.00	\$33,160.00
10	4010010	PORTLAND CEMENT CONCRETE PAVEMENT (10")	SQ.YD.	59	45.00	\$2,655.00
11	4040125	FOG COAT	TON	1	1,000.00	\$1,000.00
12	4040163	BLOTTER MATERIAL	TON	1	95.00	\$95.00
13	4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL) (PCCP BASE)	TON	13	70.00	\$910.00
14	4090006	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL) (SPECIAL MIX)	TON	1033	90.00	\$92,970.00
15	5012518	STORM DRAIN PIPE, 18"	L.FT.	28	70.00	\$1,960.00
16	5030273	CATCH BASIN, TYPE M-1 (L=10")(PHOENIX DET. P-1569)	EACH	1	3,000.00	\$3,000.00
17	5030281	CATCH BASIN, TYPE N, DOUBLE (PHOENIX DET. P-1570)	EACH	1	3,500.00	\$3,500.00
18	5050201	RESET FRAME AND COVER FOR MANHOLE	EACH	1	1,000.00	\$1,000.00
19	6070057	SIGN POST (PERFORATED) (2 1/2 T)	L.FT.	78	18.00	\$1,404.00
20	6070060	FOUNDATION FOR SIGN POST (CONCRETE)	EACH	6	180.00	\$1,080.00
21	6080004	REGULATORY, WARN, OR MARKER SIGN PANEL W/TYP VIII/IX/X SHEET	SQ.FT.	49	20.00	\$980.00
22	6080105	RELOCATE SIGN	L.SUM	1	5,000.00	\$5,000.00

**DETAILED ESTIMATE
 EXHIBIT B
 IGA/JPA 09-179**

	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
23	7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L.FT.	3057	1.50	\$4,585.50
24	7016030	BARRICADE (TYPE II, VERT.PANEL, TUBULAR MARKER)	EACH-DAY	4395	0.50	\$2,197.50
25	7016031	BARRICADE (TYPE III, HIGH LEVEL FLAG TREES)	EACH-DAY	75	0.80	\$60.00
26	7016032	PORTABLE SIGN STANDS (RIGID)	EACH-DAY	400	1.00	\$400.00
27	7016033	PORTABLE SIGN STANDS (SPRING TYPE)	EACH-DAY	917	1.00	\$917.00
28	7016035	WARNING LIGHTS (TYPE A)	EACH-DAY	92	2.50	\$230.00
29	7016036	WARNING LIGHTS (TYPE C)	EACH-DAY	232	2.50	\$580.00
30	7016050	TRUCK MOUNTED ATTENUATOR	EACH-DAY	1	122.00	\$122.00
31	7016051	TEMPORARY SIGN (LESS THAN 10 S.F.)	EACH-DAY	400	1.10	\$440.00
32	7016052	TEMPORARY SIGN (10 S.F. OR MORE)	EACH-DAY	947	1.30	\$1,231.10
33	7016061	FLASHING ARROW PANEL	EACH-DAY	1	40.00	\$40.00
34	7016067	CHANGEABLE MESSAGE BOARD (CONTRACTOR FURNISHED)	EACH-DAY	14	100.00	\$1,400.00
35	7040070	PAVEMENT MARKING (WHITE THERMOPLASTIC)	L.FT.	2,496	0.50	\$1,248.00
36	7040071	PAVEMENT MARKING (YELLOW THERMOPLASTIC)	L.FT.	2,218	0.50	\$1,109.00
37	7050033	PAVEMENT MARKING, PREFORMED, TYPE II SINGLE ARROW	EACH	1	500.00	\$500.00
38	7060013	PAVEMENT MARKER, RAISED, TYPE C	EACH	62	4.00	\$248.00
39	7060501	OBLITERATION OF RAISED PAVEMENT MARKER	EACH	42	5.00	\$210.00
40	7080301	PAINT BULL NOSE	EACH	2	200.00	\$400.00
41	7310800	REMOVAL OF LIGHT POLE AND BASES	EACH	4	500.00	\$2,000.00
42	7360131	STREET LIGHT (APS STD 8040)	EACH	6	651.00	\$3,906.00
43	8030103	DECOMPOSED GRANITE	SQ. YD.	762	5.00	\$3,810.00
44	8060001	PLANTING TREES, SHRUBS AND PLANTS	L.SUM	1	8,000.00	\$8,000.00

**DETAILED ESTIMATE
 EXHIBIT B
 IGA/JPA 09-179**

	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	
45	8080655	RELOCATE FIRE HYDRANT	EACH	1	1,500.00	\$1,500.00	
46	8101017	EROSION CONTROL (GRAVELBAGS)	EACH	210	4.00	\$840.00	
47	9080041	CONCRETE CURB (C-05.10) (TYPE A) (H=6")	L.FT.	157	18.00	\$2,826.00	
48	9080093	CONCRETE CURB AND GUTTER, TYPE A (MAG DET. 220)(H=6")	L.FT.	1,809	16.00	\$28,944.00	
49	9080134	CONCRETE VALLEY GUTTER (MAG DET 240)	SQ.FT.	1,264	5.00	\$6,320.00	
50	9080241	CONCRETE SIDEWALK (MAG DET. 230)	SQ.FT.	9,402	3.00	\$28,206.00	
51	9080296	CONCRETE SIDEWALK RAMP (TYPE A)(MAG DET 231)	EACH	4	1200.00	\$4,800.00	
52	9080305	CONCRETE DRIVEWAY (MCDOT DET 2033)	SQ.FT.	740	3.00	\$2,220.00	
53	9210012	MEDIAN PAVING (CONCRETE PAVER)	SQ. YD.	556	20.00	\$11,120.00	
54	9240010	FORCE ACCOUNT WORK (RESHAPING AND GRADING EXISTING IMPROVEMENTS, LANDSCAPING, RESTORATION OF IRRGATION)	L.SUM	1	7,500.00	\$7,500.00	
			ROADWAY SUBTOTAL				\$331,692.00
		PROJECT WIDE					
55	901XX01	MOBILIZATION (MOBILIZATION)	COST	10%		\$33,169.00	
56	924XX02	CONTRACTOR QUALITY CONTROL (CONTRACTOR QUALITY CONTROL)	COST	2%		\$6,634.00	
57	925XX01	CONSTRUCTION SURVEYING AND LAYOUT (CONSTRUCTION SURVEYING AND LAYOUT)	COST	3%		\$9,951.00	
			SUBTOTAL			\$49,754.00	
58		CONSTRUCTION ENGINEERING	COST	8%		\$26,535.00	
59		CONSULTANT SERVICES	COST	1%		\$3,317.00	
60		CONSTRUCTION CONTINENCY	COST	5%		\$16,585.00	
			SUBTOTAL			\$46,437.00	
			TOTAL PROJECT CONSTRUCTION COST				\$427,883.00

**EXHIBIT C
 IGA/JPA 09-179
 STATE ROUTE 101/OLIVE AVE
 TI IMPROVEMENTS
 STATE'S COST SHARE ELEMENTS LOCATIONS**

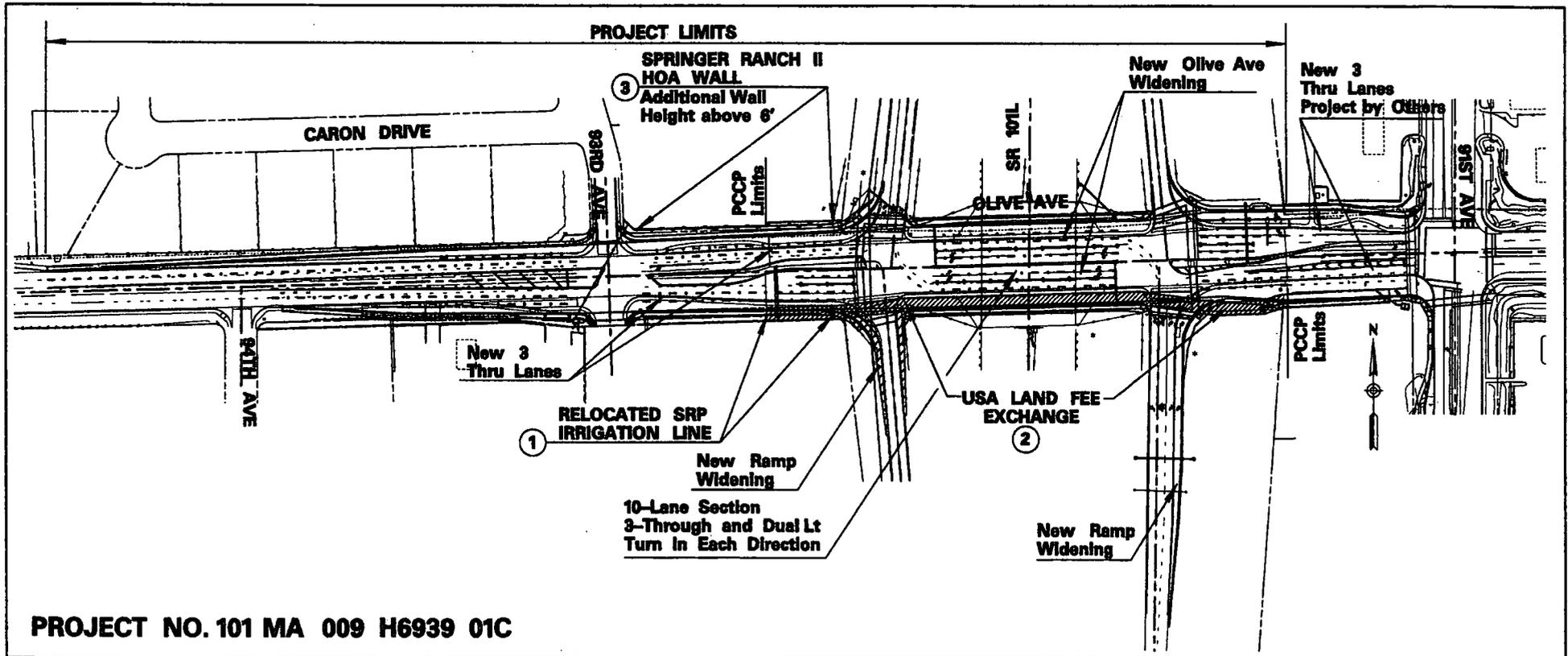


EXHIBIT D
IGA/JPA 09-179
STATE'S COST SHARE ELEMENTS ESTIMATE

PROJECT NUMBER 101 MA 009 H693901C
 FEDERAL AID NUMBER 101-A(201)
 LOCATION OLIVE AVENUE TI

CREATED: 10/5/2009
 REVISED:
 ENGINEER: J. GONZALEZ

DESCRIPTION OF COST SHARE ELEMENTS	STATE
	100%
1. SRP IRRIGATION RELOCATION WITHIN ADOT ACCESS CONTROL LIMITS (2) MANHOLES @ \$10,500 EA 110 LF OF 36" PIPE @ \$215/LF	\$21,000 \$23,650
STATE COST SUBTOTAL	\$44,650
2. USA FEE LAND DOCUMENTATION TOTAL COST OF ENGINEERING/SURVEY/LEGALS FOR CITY AND ADOT IS \$19,930 BASED ON ACREAGE OF BOTH PARTIES' LEGALS AGREE ON 50/50 COST SHARE STATE COST SHARE	\$9,965
STATE COST SUBTOTAL	\$9,965
3. SPRINGER RANCH II HOA WALL TOTAL SQ. FT OF CONSTRUCTED WALL = 4233 SF @ \$33/SF = \$139,689 CITY RESPONSIBILITY FOR WALL (292 LF x 6 FT HEIGHT)=1752 SF @ \$33/SF = \$57,816 STATE'S RESPONSIBILITY FOR ADDITIONAL HEIGHT ABOVE 6 FT \$138,689-(\$57,816)	\$81,873
STATE COST SUBTOTAL	\$81,873
TOTAL STATE COST SHARE	\$136,488

EXHIBIT E
IGA/JPA 09-179
STATE ROUTE 101/OLIVE AVE
TI IMPROVEMENTS
STATE'S ABANDONMENT AREA

