

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: _____
Amend No. _____

Date prepared: May 4, 2010

Council Meeting Date: June 15, 2010

TO: Carl Swenson, City Manager

THROUGH: Susan J. Daluddung, Deputy City Manager

FROM: Andrew Granger, P. E., Engineering Director

SUBJECT: Amendment No. One to the Intergovernmental Agreement with the State of Arizona (ADOT) and the Maricopa Association of Governments for design and construction of Phase II of the Beardsley Road Extension (known as Beardsley Connector by ADOT) and the Union Hills and Loop 101 Traffic Interchange Widening project (AG Contract No.: P001-2008-003955, Project: SR 101L, Union Hills Drive Traffic Interchange Widening, TRACS No.: H717001D/01C, Beardsley Connector, TRACS No.: H 707601D/01C, Section: 75th Avenue – Union Hills Drive, Budget Source Item No.: 40811, ARRA/Recovery Reinvestment Funds of 2009, Engineering Project No. PW00152)

RECOMMENDATION:

Discussion and possible action to adopt the Resolution approving Amendment No. One to the Intergovernmental Agreement (IGA) with ADOT, the Maricopa Association of Governments (MAG) and the City of Glendale for the design and construction of Phase II of the Beardsley Road Connector Project and the Union Hills and Loop 101 Traffic Interchange Widening Project.

SUMMARY:

In August 2008, the City of Peoria, ADOT, MAG and the City of Glendale entered into an IGA for the design and construction of Phase II of the Beardsley Road Connector Project and the Union Hills and Loop 101 Traffic Interchange Widening Project. With the favorable low bid on the project and availability of federal funds, staff worked with MAG and ADOT to incorporate federal Surface Transportation Program (STP) funds and American Recovery and Reinvestment Act of 2009 (ARRA 2009 Funds) funds to

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# _____ **LIC. #** _____
Action Date: _____

reduce the direct funding impact to the City of Peoria from \$3,451,946 (30% local match of \$11,506,486) to \$655,870 (5.7% local match of \$11,506,486). In addition, the State has programmed ARRA 2009 Funds in the amount of \$5,667,374 for its participation to construct the widening of Union Hills Drive at State Route 101 Loop and eliminate the need for ADOT to loan the funding to Peoria.

The amended IGA does not change any of the construction or maintenance responsibilities of the project. A summary of each party's responsibilities is provided on Attachment A.

The project funding is summarized below:

BID AWARD (TRACS No.: H7076 01C)	\$17,177,823.00
Less APS funds @ 100%	<u>\$ 3,963.00</u>
Estimated Combined Project Costs	\$17,173,860.00
City of Peoria's Estimated 67% of the Combined Project Cost (\$10,850,616.00 of federal funds allocated to MAG and <i>City of Peoria Local Match (@ 5.7% \$655,870.00)</i>	\$11,506,486.00
State's Estimated 33% of the Combined Project Cost (ARRA 2009 Funds)	<u>\$ 5,667,374.00</u>
TOTAL Estimated Combined Project Costs	\$17,173,860.00

ATTACHMENTS:

1. Attachment A
2. Resolution
3. IGA

CONTACT: Chris Kmetty, Senior Civil Engineer, 623-773-7247

ATTACHMENT A

A summary of each party's responsibilities is provided below:

The State will:

1. Request the release of up to 80% (estimated at \$732,242.00) of the amount not required for Peoria's local match, leaving an estimated balance of \$838,931.00 in the LGIP account to be used solely by the State for the purpose of funding Peoria's required match, currently estimated in the amount of \$655,870.00
2. Agree to be the authorized agent for and on behalf of Peoria for the construction of Peoria's Project in combination with the State's Project (collectively the Combined Project).
3. Perform all work and prepare documents required by the FHWA in compliance with any ARRA 2009 Funds, including but not limited to, auditing, reporting and monitoring the Combined Project costs.
4. Recommend the State Transportation Board program \$775,000.00 of RARF funds in fiscal year FY 2011, to reimburse Peoria for the advancement of funds to accelerate the design and right of way acquisition of the State's Project.
5. On or after July 1, 2010, upon receipt of an invoice from Peoria and upon approval by resolution of the State Transportation Board of the 2011-2015 5-Year Construction Program, remit to Peoria an amount not to exceed \$775,000.00, for the advancement of funds to accelerate the design and right of way acquisition of the State's Project.
6. 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.
7. Upon payment of the final estimate, provide Peoria with a recapitulation of the actual construction costs

MAG will:

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

Peoria will:

1. Be responsible for 67% of the construction costs relative to the Combined Project, based on a bid award amount of **\$11,506,486.00** (using **\$10,850,616.00** of federal funds allocated to MAG and **\$655,870.00** in local match).
2. Agree the amount on deposit in the LGIP Account shall be available solely to the State as required to pay Peoria's 67% of the actual costs of the construction of the Combined Project. Interest on the LGIP Account shall be for the benefit of Peoria, whether available to pay for Project construction costs or reimbursement to Peoria upon completion of the Combined Project.
3. Upon notification and receipt of an invoice from the State, be responsible for depositing additional funds as required within 30 calendar days. It is understood that upon completion of construction of the Combined Project, and upon payment of the final estimate, any remaining funds in the LGIP Account will be released to Peoria.
4. After July 1, 2010, invoice the State an amount up to and not to exceed \$775,000.00, for the design and right of way costs relative to the State's Project (Union Hills Drive widening improvements).

Glendale will:

1. Grant Peoria a permit to access Glendale's jurisdictional limits for the routine/normal maintenance and emergency maintenance work

RESOLUTION NO. 2010-37

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, ADOPTING A RESOLUTION APPROVING AMENDMENT NO. ONE TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, THE MARICOPA ASSOCIATION OF GOVERNMENTS, 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 Amendment No. One to the Intergovernmental Agreement with the State of Arizona, the Maricopa Association of Governments 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 State has programmed ARRA 2009 Funds in the amount of **\$5,667,374.00** for its participation 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"

WHEREAS, Peoria has programmed the design and construction of a new SR101L southbound frontage road from 75th Avenue to Union Hills Drive; a 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, herein referred to as "Peoria's Project, a bid award amount of **\$11,506,486.00** (**\$10,850,616.00** of federal funds allocated to the Maricopa Association of Governments and **\$655,870.00** of local match).

Resolution No. 2010-37
Amendment No. One to the IGA with State of AZ, MAG,
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
June 15, 2010
Page 2 of 3 Pages

WHEREAS, Peoria accelerated the design and right of way acquisition of the State's Project from FY 2011 to FY 2009 by performing and funding the work. The State will repay Peoria up to \$775,000.00 with RARF upon availability in FY 2011. In addition, Peoria requests the State combine the State's Project with Peoria's Project to be constructed as one project

WHEREAS, Recognizing that by combining their respective Projects will result in a cost savings, the State and Peoria agree to split the Combined Project costs in the amount of **\$17,173,860.00** at a 67% (Peoria) and 33% (State) split, (based on bid award amount of **\$17,177,823.00**, minus **\$3,963.00** for work done by Arizona Public Service)

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, the Maricopa Association of Governments, 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 Amendment No. One to the Intergovernmental Agreement with the State of Arizona, the Maricopa Association of Governments, 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.

Resolution No. 2010-37
Amendment No. One to the IGA with State of AZ, MAG,
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
June 15, 2010
Page 3 of 3 Pages

PASSED AND APPROVED by the Mayor and City Council of the City of Peoria, Arizona
this 15th day of June 2010.

Bob Barrett, Mayor

ATTEST:

Mary Jo Waddell, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Attachment:

1. Intergovernmental Agreement

ADOT File No.: IGA/JPA 07-103 I
Amendment One
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
ARRA/Recovery Reinvestment Funds of 2009

**AMENDMENT ONE
INTERGOVERNMENTAL AGREEMENT**

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

THIS AGREEMENT entered into this date _____, 2010, (to amend **JPA No. 07-103 I** in its entirety, **A.G. Contract No.: P001-2008-003955**, filed with the **Secretary of State under No. 30330**, the "**Agreement**") 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".

Due to changed conditions in the funding source and the change of responsibilities among the Parties, it is necessary to amend the original agreement in its entirety.

THEREFORE, in consideration of the mutual understanding expressed herein among the Parties, this Amendment represents the entire agreement between the Parties and is amended as follows:

I. RECITALS

1. The State is empowered by Arizona Revised Statutes, § 28-401 and § 28-7677 to enter into this Amendment and has authorized the undersigned to execute this Amendment on behalf of the State.
 2. MAG is empowered pursuant to its Articles of Incorporation and By-Laws and by Arizona Revised Statutes § 28-7010 to enter into this Amendment and has authorized the undersigned to execute this Amendment on behalf of MAG.
 3. Peoria is empowered by Arizona Revised Statutes § 11-952 to enter into this Amendment and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment and has authorized the undersigned to execute this Amendment on behalf of Peoria.
 4. Glendale is empowered by Arizona Revised Statute § 11-952 to enter into this Amendment and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment and has authorized the undersigned to execute this Amendment on behalf of Glendale.
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5. Congress has authorized appropriations for the American Recovery and Reinvestment Act of 2009 (ARRA 2009 Funds) and the State has received approval from Federal Highway Administration (FHWA) to program ARRA 2009 Funds in the amount of **\$5,667,374.00**.

6. The State has programmed ARRA 2009 Funds in the amount of **\$5,667,374.00** for its participation 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", shown on Exhibit A, attached hereto and made a part hereof.

7. Peoria has programmed the design and construction of a new SR101L southbound frontage road from 75th Avenue to Union Hills Drive; a 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, herein referred to as "Peoria's Project", shown on Exhibit B, attached hereto and made a part hereof, a bid award amount of **\$11,506,486.00** (**\$10,850,616.00** of federal funds allocated to MAG and **\$655,870.00** of local match). Peoria's Project will be designed by Peoria and constructed by the State.

8. Peoria accelerated the design and right of way acquisition of the State's Project from FY 2011 to FY 2009 by performing and funding the work. The State will repay Peoria up to \$775,000.00 with RARF upon availability in FY 2011, as referenced in I.7 above. In addition, Peoria requests the State combine the State's Project with Peoria's Project to be constructed as one project, herein referred to as the "Combined Project", shown on the revised Exhibit C, attached hereto and made a part hereof.

9. Recognizing that by combining their respective Projects will result in a cost savings, the State and Peoria agree to split the Combined Project costs in the amount of **\$17,173,860.00** at a 67% (Peoria) and 33% (State) split, (based on bid award amount of **\$17,177,823.00**, minus **\$3,963.00** for work done by Arizona Public Service) as shown on the revised Exhibit D, attached hereto and made a part hereof. Change orders agreed to by Peoria and the State will also be at a 67% / 33% split. Costs for requested changes that are to the sole benefit of the requesting party, shall be the responsibility of the requesting party.

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

11. The State and Peoria hereto agree to and acknowledge the following conditions: a) The estimated monetary amounts referenced in this Amendment 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; c) Any change or modification to the Combined Project will only occur with the mutual written consent of the Parties herein; d) The State, MAG, Peoria and Glendale hereto agree to and acknowledge that the affected Parties shall perform their responsibilities consistent with this Amendment; e) Any additional requested items will be mutually agreed to by the Parties and paid in full by the requesting Party; and f) Any additional items to be cost shared shall be mutually agreed to by Peoria and the State at a 67% (Peoria) / 33% (State) split, except where changes are to the sole benefit of the requesting party.

12. The funding for the construction of the Combined Project is awarded as follows:

BID AWARD (TRACS No.: H7076 01C)	\$17,177,823.00
Less APS funds @ 100%	<u>\$ 3,963.00</u>
Estimated Combined Project Costs	\$17,173,860.00
City of Peoria's Estimated 67% of the Combined Project Cost (<i>\$10,850,616.00 of federal funds allocated to MAG and City of Peoria Local Match (@ 5.7% \$655,870.00)</i>)	\$11,506,486.00
State's Estimated 33% of the Combined Project Cost (ARRA 2009 Funds)	<u>\$ 5,667,374.00</u>
TOTAL Estimated Combined Project Costs	\$17,173,860.00

II. DEFINITIONS

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

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

"American Recovery and Reinvestment Act (ARRA) of 2009" means funds appropriated for disbursement, including but not limited to, the investment in roads, bridges, mass transit, energy efficient buildings, flood control, clean water projects, and other infrastructure projects to save and create jobs and transform it for long-term growth and stability.

"Combined Project" means the design and construction required to widen Union Hills Drive at SR101L, which includes widening the east and west legs of Union Hills Drive between 79th and 82nd Avenues, and the design and construction of a new SR101L southbound frontage road from 75th Avenue to Union Hills Drive, which includes a U-Turn structure north of Union Hills Drive; the approach and departing ramps to the U-Turn structure and the associated southbound and northbound Union Hills Drive to SR101L ramp reconfigurations; and other construction-related costs as necessary to complete the Combined Project, and will include fixed rates of 9% for construction engineering, 1% for consultant services (post design) and 5% for contingency costs.

"Contractor" means the State's construction contractor.

"Construction Schedule" means the construction of the Combined Project to begin on or about October 2009 and that the Combined Project is open to vehicular traffic on or about October 2011.

"Department" means the Arizona Department of Transportation.

"Glendale" means the City of Glendale, Arizona.

"HELP"; "HELP Loan"; "HELP Loan Interest Rate"; "HELP Loan Repayment Agreement" and "Interest Payment" are all deleted from the original Agreement and this Amendment, due to changes in the funding source.

"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 Amendment. 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, with a current deposit in the amount of \$1,571,173.00. Relative to the Combined Project, the bid was awarded on 16 October 2009 and Peoria's share is less than the original estimate deposited by Peoria.

"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.

"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 of the previous year and ends on June 30th of the named 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 Amendment, Department guidelines, specifications, rules and regulations as of the date of this Amendment 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 of Arizona organized pursuant to Arizona Revised Statutes, Sections 28-301 *et. seq.*

III. SCOPE OF WORK

1. The State will:

a. Upon execution of this Amendment, request the release of up to 80% (estimated at \$732,242.00) of the amount not required for Peoria's local match, leaving an estimated balance of \$838,931.00 in the LGIP account to be used solely by the State for the purpose of funding Peoria's required match, currently estimated in the amount of \$655,870.00 for the Combined Project. Upon concurrence by the State Treasurer's office, remit \$732,242.00 to Peoria.

b. Upon execution of this Amendment, agree to be the authorized agent for and on behalf of Peoria for the construction of Peoria's Project in combination with the State's Project (collectively the Combined Project).

c. Perform all work and prepare documents required by the FHWA in compliance with any ARRA 2009 Funds, including but not limited to, auditing, reporting and monitoring the Combined Project costs.

d. Recommend the State Transportation Board program \$775,000.00 of RARF funds in fiscal year FY 2011, to reimburse Peoria for the advancement of funds to accelerate the design and right of way acquisition of the State's Project.

e. On or after July 1, 2010, upon receipt of an invoice from Peoria and upon approval by resolution of the State Transportation Board of the 2011-2015 5-Year Construction Program, remit to Peoria an amount not to exceed \$775,000.00, for the advancement of funds to accelerate the design and right of way acquisition of the State's Project.

f. Establish new right of way acquired by Peoria as State Route and State Highway right of way by the State Transportation Board resolution, for the purpose of constructing the Combined Project, as shown on Exhibit E, attached hereto and made a part hereof, prior to the State providing right of way clearances for the Combined Project's bid advertisement

g. Call for bids for construction of the Combined Project and award one or more construction contracts for the Combined Project. Administer the construction of the Combined Project and make all payments to the Contractors. The State shall cause its contractor to indemnify and other wise hold harmless each municipality as well as have each entity named as an additional insured in minimum amounts as listed in Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction and the general contract terms per TRACS H7076 01C.

h. 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.

i. 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.

j. 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 both the State and Peoria.

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

l. Coordinate the State's construction of the Combined Project with the State's construction of the Beardsley Road Connector (Peoria's Phase I Project).

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

n. Be responsible for **\$5,667,374.00** of ARRA 2009 Funds, based on the bid award amount (33% of the construction costs), relative to the Combined Project. Be responsible for 33% of construction costs should cost exceed the estimated amount for the State's proportionate share of the Combined Project costs, Be responsible for 33% of all mutually agreed upon change orders relative to the Combined Project. In addition, be responsible for all costs relative to State requested changes that are to the sole benefit of the State.

o. Upon payment of the final estimate, provide Peoria with a recapitulation of the actual construction costs drawn from the LGIP Account and release to Peoria any remaining funds in the LGIP Account, including Investment Interest earned.

p. Upon completion and acceptance of the Combined Project by the State, be responsible for the structural integrity of the U-Turn structure portion of the Combined Project, including entrance and exit ramps, maintenance 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. Be responsible for major rehabilitation of any work outside the City's responsibilities in accordance with the Roles and Responsibilities, on the southbound SR 101L frontage road, shown on Exhibit F, attached hereto and made a part hereof.

q. Not be obligated for routine maintenance of Peoria's Project, consisting of a newly constructed southbound frontage road west of SR 101L from 75th Avenue to Union Hills Drive, should Peoria neglect to maintain said portion of Peoria's Project, as described herein, with the exception of the 12-foot inside lane of the frontage road.

r. Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office, that Peoria and Glendale have valid annual Blanket Permits 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 separate permits through the State's Phoenix Maintenance District Permit Supervisor, as per the Phoenix Maintenance District's established procedures.

s. Accept jurisdiction and control of the new right of way acquired by Peoria (See Exhibit E) and taken into the State highway system as a State Route by State Transportation Board Resolution.

t. Upon the State's completion and acceptance of the Project, and upon approval of the State Transportation Board by resolution, abandon to Glendale all rights of way along Union Hills Drive, as depicted on Exhibit G, attached hereto and made a part hereof.

2. MAG will:

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

3. Peoria will:

a. Upon execution of this Amendment, hereby designate the State as the authorized agent for and on behalf of Peoria for construction of the Combined Project.

- b. Be responsible for 67% of the construction costs relative to the Combined Project, based on a bid award amount of **\$11,506,486.00** (using **\$10,850,616.00** of federal funds allocated to MAG and **\$655,870.00** in local match). Be responsible for 67% of construction costs should cost exceed the estimated amount for Peoria's proportionate share of the Combined Project costs. Be responsible for 67% of all mutually agreed upon change orders relative to the Combined Project. In addition, be responsible for all costs relative to Peoria requested changes that are to the sole benefit of Peoria, which will include fixed rates of 9% for the State's construction engineering, 1% for consultant services (post design) and 5% contingency costs.
- 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.
- d. Act as lead agency for all right of way acquisition for the 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, title reports, 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 III.3.d above.
- f. Upon acquisition of new right of way (to become part of the State highway system as a State Route) deliver the recorded deeds or easements and the appraisals used for acquisition to the State, along with the Title Insurance Policy reflecting applicable local jurisdiction as owner and any encumbrances or easements which affect the property prior to the State providing right of way clearance for the Combined Project bid advertisement. In the case of condemnation, provide a copy of the final order of condemnation to the State.
- 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. Agree the amount on deposit in the LGIP Account shall be available solely to the State as required to pay Peoria's 67% of the actual costs of the construction of the Combined Project. Interest on the LGIP Account shall be for the benefit of Peoria, whether available to pay for Project construction costs or reimbursement to Peoria upon completion of the Combined Project.
- i. Upon notification and receipt of an invoice from the State, be responsible for depositing additional funds as required within 30 calendar days. It is understood that upon completion of construction of the Combined Project, and upon payment of the final estimate, any remaining funds in the LGIP Account will be released to Peoria.
- j. Attend regular weekly construction progress meetings. Consult with the State on any construction contract modifications. Be responsible for any contractor claims for extra compensation caused by or attributable to Peoria.

k. 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

l. 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. Peoria hereby acknowledges and certifies that it shall cause its contractors, if any, to indemnify, defend and otherwise hold harmless the State of Arizona, ADOT and its directors, officers, boards, commissions and employees and such contractor shall be required to supply insurance specified at the time the encroachment permit is executed. Failure to execute an encroachment permit is a violation of this Amendment and the State of Arizona Encroachment rules and statutes.

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

n. Upon completion and acceptance of the Combined Project by the State and in accordance with the attached **Roles and Responsibilities**, be responsible for routine/normal street maintenance and emergency maintenance work for the southbound 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 Combined 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.

o. Upon completion of the Combined Project, 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.

p. 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.

q. After July 1, 2010, invoice the State an amount up to and not to exceed \$775,000.00, for the design and right of way costs relative to the State's Project (Union Hills Drive widening improvements).

r. Pay the State full compensation for all penalties, assessments or sanctions of any kind resulting from any failure to comply with any ARRA/Recovery Act requirement, including but not limited to, auditing, reporting and monitoring the project and its costs, except for penalties, assessments or sanctions of any kind that arise out of acts, errors or omissions by the State, any of its departments, agencies, officers and employees, or its independent contractors.

4. Glendale will:

a. 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.

b. Accept right of way within Glendale's jurisdiction for construction of Peoria's Phase I Project and the Combined Project in accordance with III.3.g above.

c. 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.

d. Obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual Blanket Permit for the routine/minor maintenance and emergency maintenance work provided by Glendale of Union Hills Drive 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. Glendale hereby acknowledges and certifies that it shall cause its contractors, if any, to indemnify, defend and otherwise hold harmless the State of Arizona, ADOT and its directors, officers, boards, commissions and employees and such contractor shall be required to supply insurance specified at the time the encroachment permit is executed. Failure to execute an encroachment permit is a violation of this Amendment and the State of Arizona Encroachment rules and statutes.

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

f. Waive the four year advance notification requirements of Arizona Revised Statute Section 28-7209, for the right of way abandonment.

g. Accept ownership, jurisdiction and control of Union Hills Drive to be abandoned by the State upon completion of the Combined Project, as depicted on Exhibit E and upon approval of the State Transportation Board, by Resolution.

h. Upon completion and acceptance of the Combined Project by the State, resume routine/minor and emergency maintenance of Union Hills Drive within Glendale's jurisdiction in accordance with the attached Roles and Responsibilities. Glendale has no maintenance responsibilities to the newly constructed SR 101L frontage road from 75th Avenue traffic interchange to Union Hills Drive traffic interchange.

IV. MISCELLANEOUS PROVISIONS

1. This Amendment shall become effective upon the signing and dating of the Determination Letter by the State's Attorney General.

2. This Amendment 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 Amendment may be cancelled by any party to this Amendment 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 Amendment 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 Amendment for whatever reason, Peoria shall be responsible for all Project costs incurred by the State, up to the time of withdrawal.

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

4. This Amendment may be cancelled in accordance with Arizona Revised Statutes § 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 Amendment.

6. This Amendment 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 Amendment 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 Amendment 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 Amendment, this Amendment 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. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The Parties' 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 Parties may be subject to penalties up to and including termination of the Amendment.

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 Amendment.

10. In the event of any controversy, which may arise out of this Amendment, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

11. In the event that any clause, provision, subsection, Section or Article of the original Agreement and subsequent Amendments shall for any reason be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate such further amendments, modification or supplements of or to this Amendment and subsequent Amendments 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 Amendment shall, as so amended, modified or supplemented, or as otherwise affected by such action, remain in full force and effect.

12. All notices or demands upon any party to this Amendment 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

with a copy to:
Glendale City Attorney
5850 W. Glendale Avenue
Glendale, Arizona 85301

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

13. 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 Amendment and that the Amendment is in proper form.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE AS AMENDED HEREIN.

IN WITNESS WHEREOF, the Parties have executed this Amendment 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 WADDELL
City Clerk

By _____
PAMELA HANNA
City Clerk

MARICOPA ASSOCIATION OF GOVERNMENTS

STATE OF ARIZONA
Department of Transportation

By _____
DENNIS SMITH
Executive Director

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

IGA/JPA 07-103 I
AMENDMENT ONE

ATTORNEY APPROVAL FORM FOR THE CITY OF PEORIA

I have reviewed the above referenced Intergovernmental Agreement among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, the MARICOPA ASSOCIATION OF GOVERNMENTS, the CITY OF GLENDALE, 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 Amendment 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 Parties to enter into this Amendment.

DATED this _____ day of _____, 2010

City Attorney

**IGA/JPA 07-103 I
AMENDMENT ONE**

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Intergovernmental Agreement among 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 Amendment 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 Parties to enter into this Amendment.

DATED this _____ day of _____, 2010

City Attorney

**IGA/JPA 07-103 I
AMENDMENT ONE**

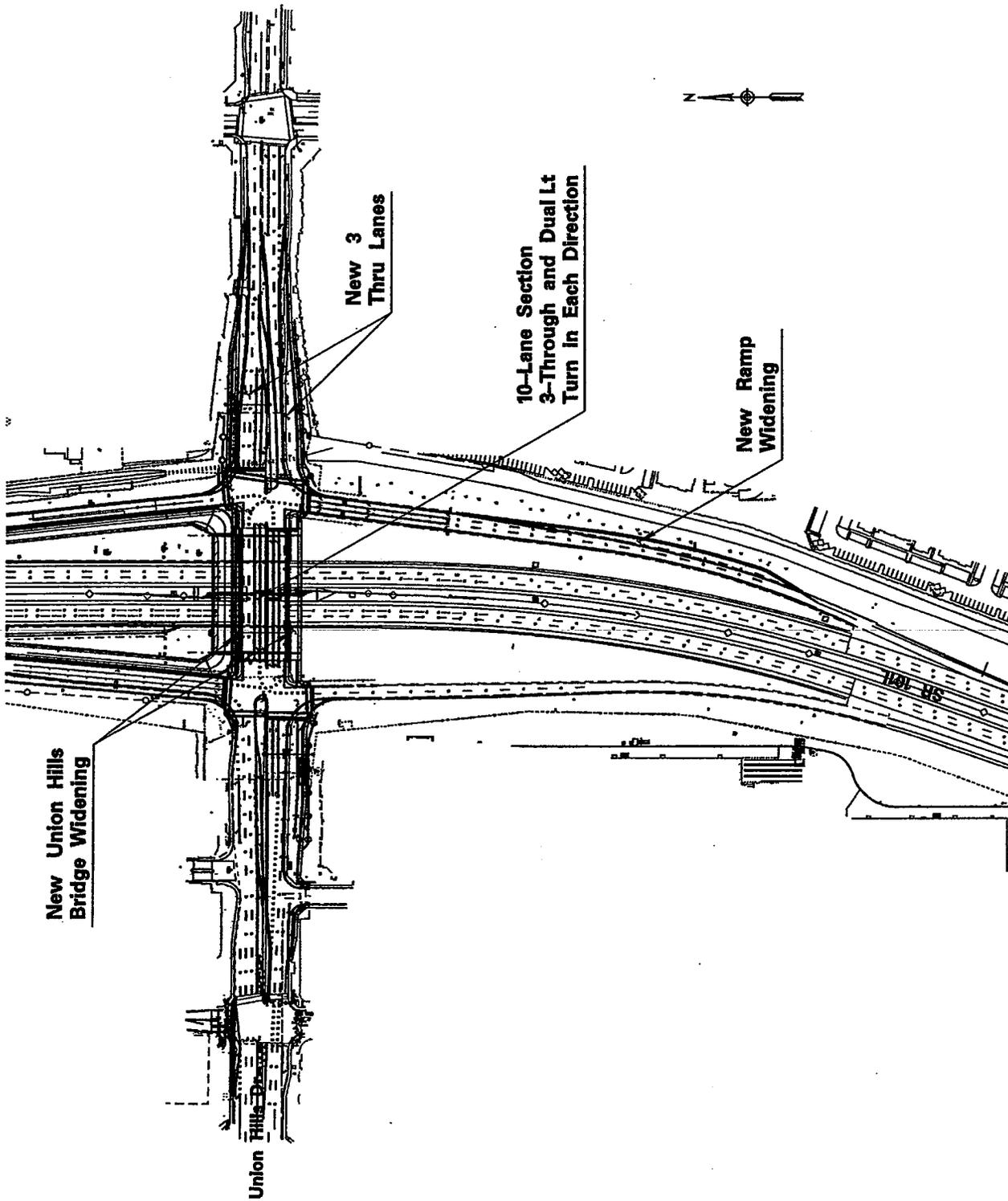
**ATTORNEY APPROVAL FORM FOR
MARICOPA ASSOCIATION OF GOVERNMENTS**

I have reviewed the above referenced Intergovernmental Agreement among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, the CITY OF PEORIA, the CITY OF GLENDALE and the MARICOPA ASSOCIATION OF GOVERNMENTS, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Amendment 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 Parties to enter into this Amendment.

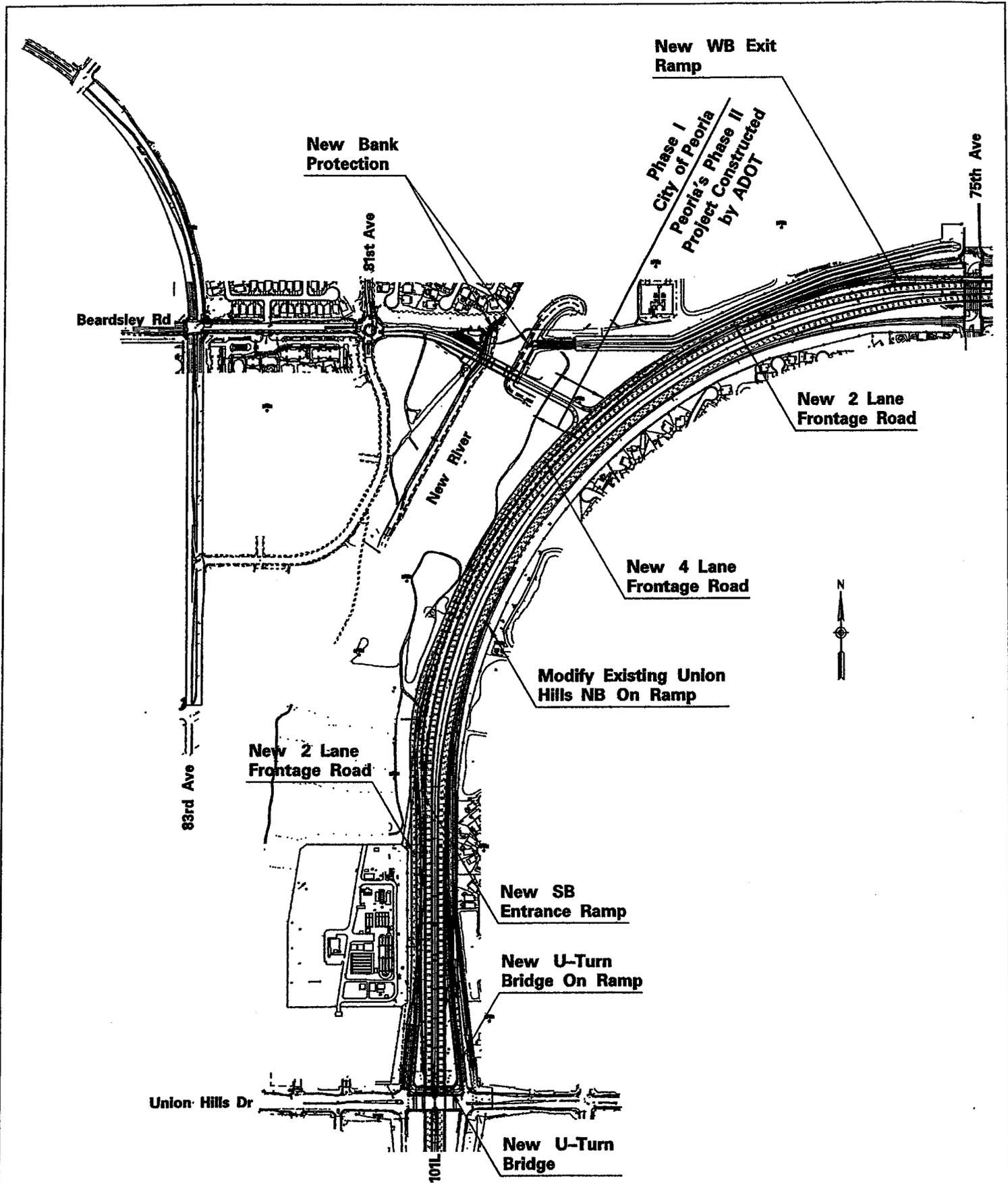
DATED this _____ day of _____, 2010

MAG Regional Council Attorney



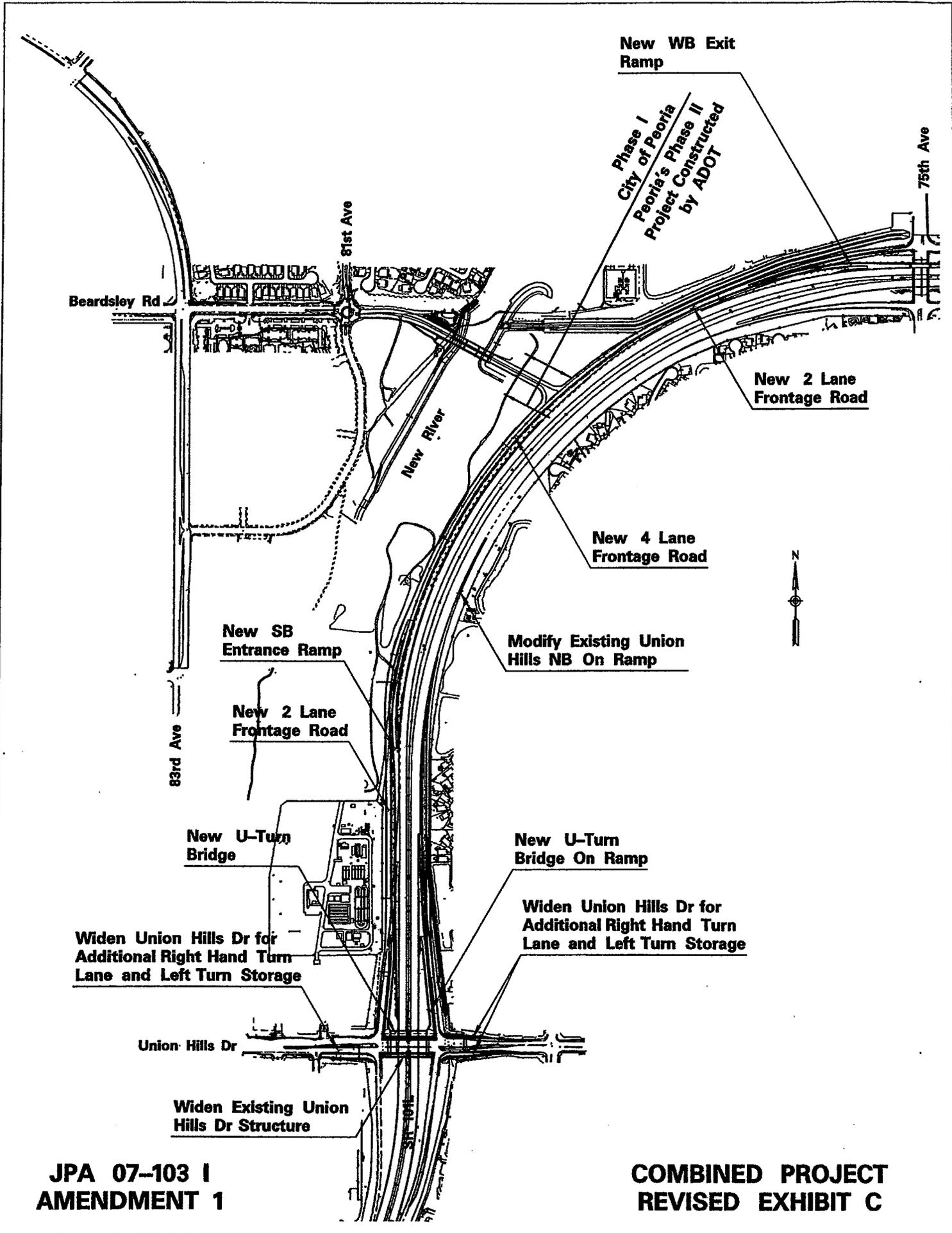
**JPA 07-103 I
AMENDMENT 1**

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



**JPA 07-103 I
AMENDMENT 1**

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



**JPA 07-103 I
AMENDMENT 1**

**COMBINED PROJECT
REVISED EXHIBIT C**

AGREEMENT ESTIMATE RECAPITULATION

101 MA 015 H707601C

ARRA-STP-101-A(204)A

101L, BEARDSLEY RD/UNION HILL

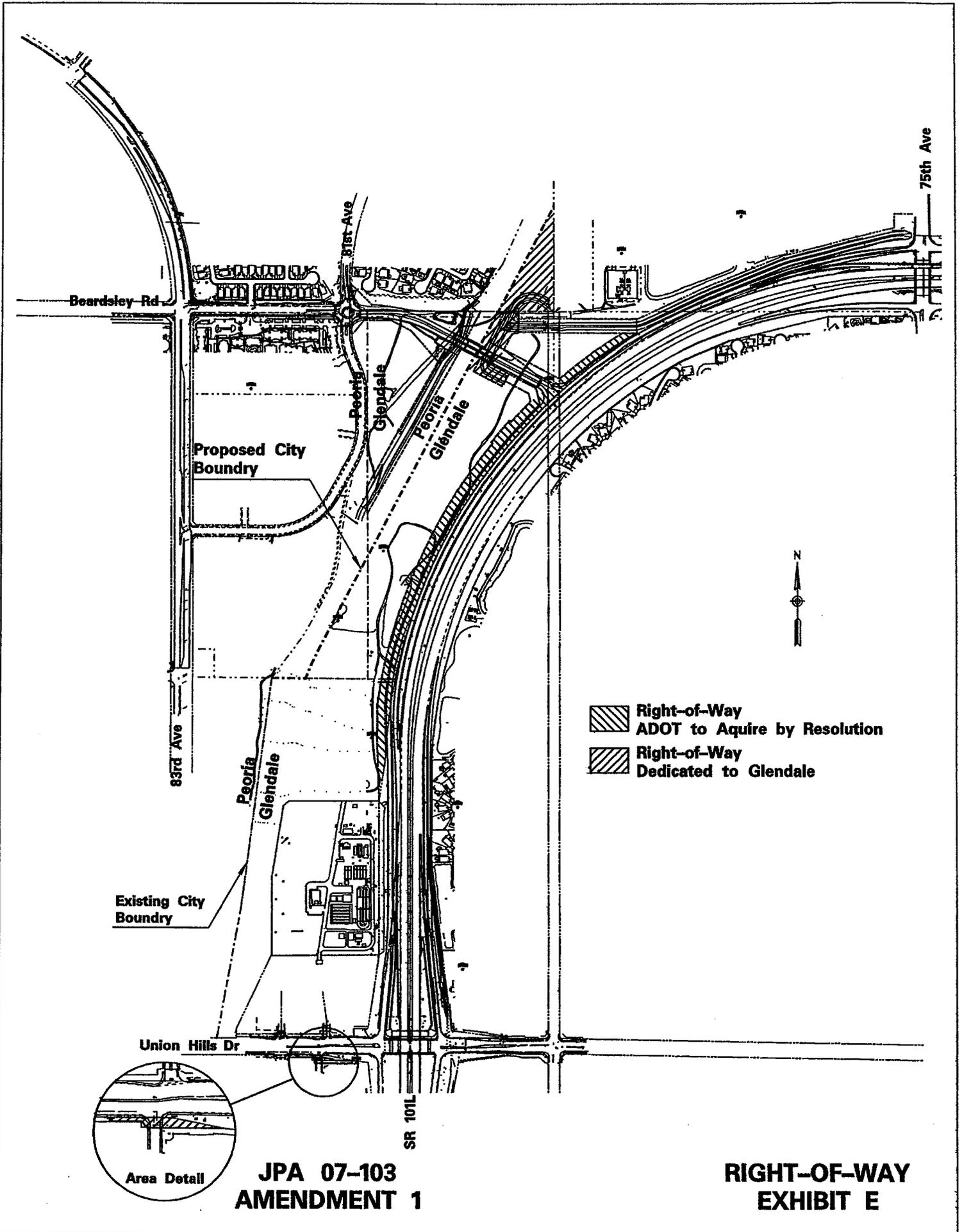
CREATED:

09/29/09

ENGINEER: M. ANWAR

DESCRIPTION	FHWA CODE	LOW BIDDER PRICE	FEDERAL ARRA 100%	FEDERAL STP 94.30%	CITY FUNDS 5.70%	APS FUND 100%	LENGTH IN MI
ROADWAY	3	12,017,990	3,965,937	7,593,086	458,967		1.660
STRUCTURES	3	2,748,190	906,903	1,736,334	104,953		
APS RELOCATION AGREEMENT# 3166-09-APS	3	3,447				3,447	
TRAINEE	42	1,600	528	1,011	61		
SUBTOTAL		14,771,227	4,873,367	9,330,431	563,982	3,447	1.660
CONSTRUCTION ENGINEERING		1,329,410	438,603	839,739	50,758	310	
CONSULTANT SERVICES	9%	147,712	48,734	93,305	5,640	34	
CONSTRUCTION CONTINGENCY	1%	738,561	243,668	466,522	28,199	172	
	5%						
PAVEMENT INCENTIVES							
AC SMOOTHNESS	\$11,000.00 per Lane-Mile	35,200	11,616	22,240	1,344		
AC QUALITY LOT	\$1.50 per Ton	20,385	6,727	12,879	779		
PCCP SMOOTHNESS	\$7,000.00 per Lane-Mile						
PCC QUALITY LOT	\$1.50 per-Sq. Yd.	35,327	11,658	22,320	1,349		
PUBLIC RELATIONS		60,000	19,800	37,909	2,291		
FLAGGING SERVICES							
DPS OFFICERS							
RAILROAD/OTHER							
OTHER							
PROJECT TOTAL:		17,177,822	5,667,374	10,850,616	655,870	3,963	1.660

NOTE:



**JPA 07-103
AMENDMENT 1**

**RIGHT-OF-WAY
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

11st 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

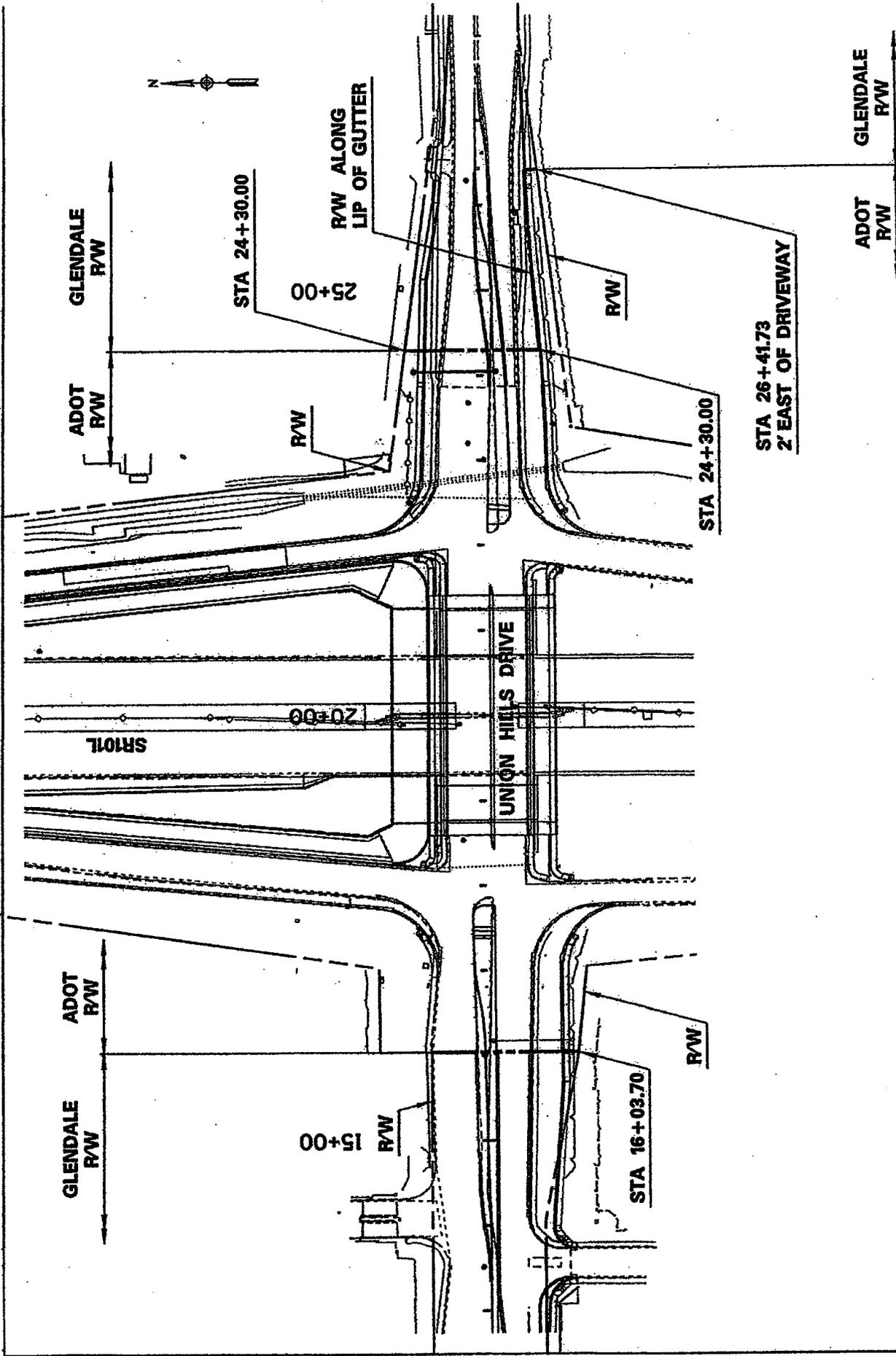
ADOT Will Maintain the Union Hills TI to the Access Control Limits on East /West Legs

Union Hills Dr

SR 101L

**JPA 07-103 I
AMENDMENT 1**

**MAINTENANCE
RESPONSIBILITIES
EXHIBIT F**



**ADOT RIGHT OF WAY
EXHIBIT G**

**JPA 07-103 I
AMENDMENT 1**

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

**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.