

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: _____
Amend No. _____

Date prepared: July 13, 2010

Council Meeting Date: August 17, 2010

TO: Carl Swenson, City Manager

THROUGH: Susan J. Daluddung, Deputy City Manager

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

SUBJECT: Contract Amendment No. One to the Intergovernmental Agreement with the State of Arizona for construction of roadway widening improvements at Olive Avenue and 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 RES. 2010- approving Contract Amendment No. One to the Intergovernmental Agreement (IGA) with the State of Arizona for construction of roadway widening improvements at Olive Avenue and Loop 101 (Project No. P-0607, EN00219, AG Contract No. P001 2009 004306, File No. IGA/JPA 09-179I, TRACS No.: H6939 01C).

SUMMARY:

On December 1, 2009, Council approved an IGA between the City of Peoria (City) and the Arizona Department of Transportation (ADOT) for the Olive Avenue and Loop 101 Traffic Interchange (TI) widening. ADOT is the lead agency, and is now providing the construction and construction administration phases for the project.

The IGA has been amended to insert language regarding the use of American Recovery and Reinvestment Act (ARRA) funding, as required by the Federal Highway Administration, and to modify an agreed to lump sum at a lesser cost, using ARRA funds. In addition, it includes terms for the City of Peoria to provide eligible inspection services, and to be reimbursed for these services, which has no costs associated with it.

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: _____

Council Communication
ADOT IGA –Olive at Loop 101 Road Widening, Project No. EN-00219
Amendment No. One
August 17, 2010
Page: 2

Under the terms of the agreement each agency is responsible for the following:

ADOT

1. Agree on the Inspector;
2. Notify the City of approval; and
3. Reimburse the City

City of Peoria

1. Follow ADOT procedures and policies as coordinated with the Phoenix Construction District;
2. Provide all required and current certifications and chargeable rates;
3. Comply with all computer requirements, including keeping the computer and any information in a secure location; and
4. Utilize ADOT's automated invoicing system

ATTACHMENTS:

1. IGA
2. Resolution

CONTACT: Ben Wilson, Civil Engineer, 623-773-7185

RESOLUTION NO. 2010-66

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 AMENDMENT WITH THE STATE OF ARIZONA FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS AT OLIVE AVENUE AND LOOP 101.

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 entered into an Intergovernmental Agreement on October 6, 2009 with the State of Arizona for the construction of certain improvements at Olive Avenue and Loop 101; and

WHEREAS, Amendment No. 1 provides for the City to provide eligible inspection services and be reimbursed for these services; and

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 Amendment with the State of Arizona for the construction of certain improvements at Olive Avenue and Loop 101.

PASSED AND APPROVED by the Mayor and City Council of the City of Peoria, Arizona this 17th day of August, 2010.

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.: P0012009004306
Amendment One
Project: SR 101L, Agua Fria Freeway
Section: Olive Avenue Traffic Interchange (TI)
TRACS No.: H693901C
Budget Source Item No.: 45810

**AMENDMENT ONE
TO
INTERGOVERNMENTAL AGREEMENT**

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

THIS AGREEMENT is entered into this day _____, 2010, Amendment One, amending JPA No. **09-179 I**, A.G. Contract No.: **P0012009004306**, and executed **January 13, 2010** by the Determination Letter of the State's Attorney General, pursuant to Arizona Revised Statutes, § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") 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 § 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 § 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.

The purpose of this Amendment is to update the City's cost participation in the Project, based on the contractor's bid and identify changes to the funding scenario in the original Agreement, attached hereto and made a part hereof by reference. The Parties agree that the estimated costs in the original agreement are now being amended to lump sum values.

The City's participation for its requested items in this Project has been updated based on the awarded contractor's bid amount of **\$336,463.00**, minus the State's lump sum cost of **\$136,488.00** for the State's requested improvements to Olive Avenue to be accomplished by the City's Utility/Wall Project, leaving a balance of **\$199,975.00** for the City's cost participation in the Project.

It is understood by the Parties, the State will use State American Recovery and Reinvestment Act of 2009 (ARRA) funds, in the lump sum amount of **\$199,975.00**, for the balance of the City's cost participation in this Project (TRACS No. H693901C). In exchange, the City agrees to the State's use of Local ARRA funds in the lump sum amount of **\$199,975.00** to put toward the State's improvements to State Route (SR) 143/Sky Harbor traffic interchange (TRACS No. H752801C).

THEREFORE, in consideration of the mutual understanding expressed herein, the Agreement is amended as follows:

Article I, Paragraph 3 is revised to read as follows:

3. Incident 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, in a lump sum amount of **\$336,463.00**, all at the City's expense, as shown on **REVISED** Exhibit B, collectively herein referred to as the "Project".

Article I, Paragraph 5 is revised to read as follows:

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 lump sum cost of **\$136,488.00**.

Article I, Paragraph 6 is added to read as follows:

6. The ARRA funds will be used for the construction of the Project including the construction engineering and administration costs (CE). The City will provide eligible inspection services, and be reimbursed for these services. All ADOT policies and procedures will be applicable as coordinated with the Phoenix Construction District (District) and the ADOT Construction Group. The City, District and the Construction Group must agree on the City Inspector. The City Engineering Director must provide the ADOT Construction Group (for pre-approval) all required and current certifications and chargeable rates (labor and equipment). The City Inspector will report to the ADOT Resident Engineer and must comply with all ADOT hardware/software computer requirements; this includes keeping the computer and any information in a secure location. The City Inspector must also utilize ADOT's automated system to complete the required weekly timesheet. The City Inspector will remain an employee of the City and will not be considered an employee of ADOT during the term of this Agreement. The City will invoice monthly for reimbursement. All charges must be kept current for both payment and ARRA reporting purposes. The City will follow the reporting requirements in accordance with Section 1201 and Section 1512 of the American Recovery and Reinvestment Act of 2009. The ADOT Contract Administrator will be Michelle Bowser at MBowser@azdot.gov. The City will be notified of all approvals by the ADOT Construction Group.

II. SCOPE OF WORK

1. The State will:

Article II, Paragraph 1.b is revised to read as follows:

b. Upon execution of this Agreement, agree to be the authorized agent for and on behalf of the City for construction of the City's requested elements associated with the Project described in I.3 above, and shown on Exhibit A and the **REVISED** Exhibit B, in the lump sum amount of **\$336,463.00**.

Article II, Paragraph 1.c is deleted and replaced as follows:

c. Upon execution of this Amendment, agree to deduct the State's lump sum cost of **\$136,488.00** for its requested elements described in I.5 above from the City's lump sum cost of **\$336,463.00** for its requested elements for this Project, leaving a lump sum balance of **\$199,975.00**. The State will use State ARRA funds, in the lump sum amount of **\$199,975.00** for the balance of the City's cost in the Project (TRACS No. H693901C). In exchange, the State will use Local ARRA funds in the lump sum amount of **\$199,975.00** for the State's improvements to SR 143/Sky Harbor traffic interchange (TRACS No. H752801C).

Article II, Paragraph 1.I is deleted in its entirety:

Article II, Paragraph 2.a is revised to read as follows:

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, a lump sum amount of **\$136,488.00**, shown on Exhibits C and D. Said amount will be deducted from the City's lump sum amount of **\$336,463.00**, for the City's requested elements associated with the Project.

Article II, Paragraph 2.d is deleted and replaced as follows:

d. Agree that the State can use **\$199,975.00** of Local ARRA funds for the State's improvements to SR 143/Sky Harbor TI (TRACS No H752801C), in exchange for use of State ARRA funds for balance of the City's cost participation for the Project (TRACS No. H693901C), in the amount of **\$199,975.00**.

Article II, Paragraph 2.i is deleted in its entirety:

III. MISCELLANEOUS PROVISIONS

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

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 as referenced in **Article I, Paragraph 6 in addition to the** 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: 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.

Article III, Paragraph 13 and 14 are added to read as follows:

13. The State will follow reporting requirements in accordance with Section 1201 and Section 1512 of the American Recovery and Reinvestment Act of 2009.

14. It is understood by the Parties, the City will pay the State full compensation for all penalties, assessments or sanctions of any kind resulting from the City's failure to comply with any requested ARRA/Recovery Act requirements, including but not limited to, auditing, reporting and monitoring and its costs.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

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

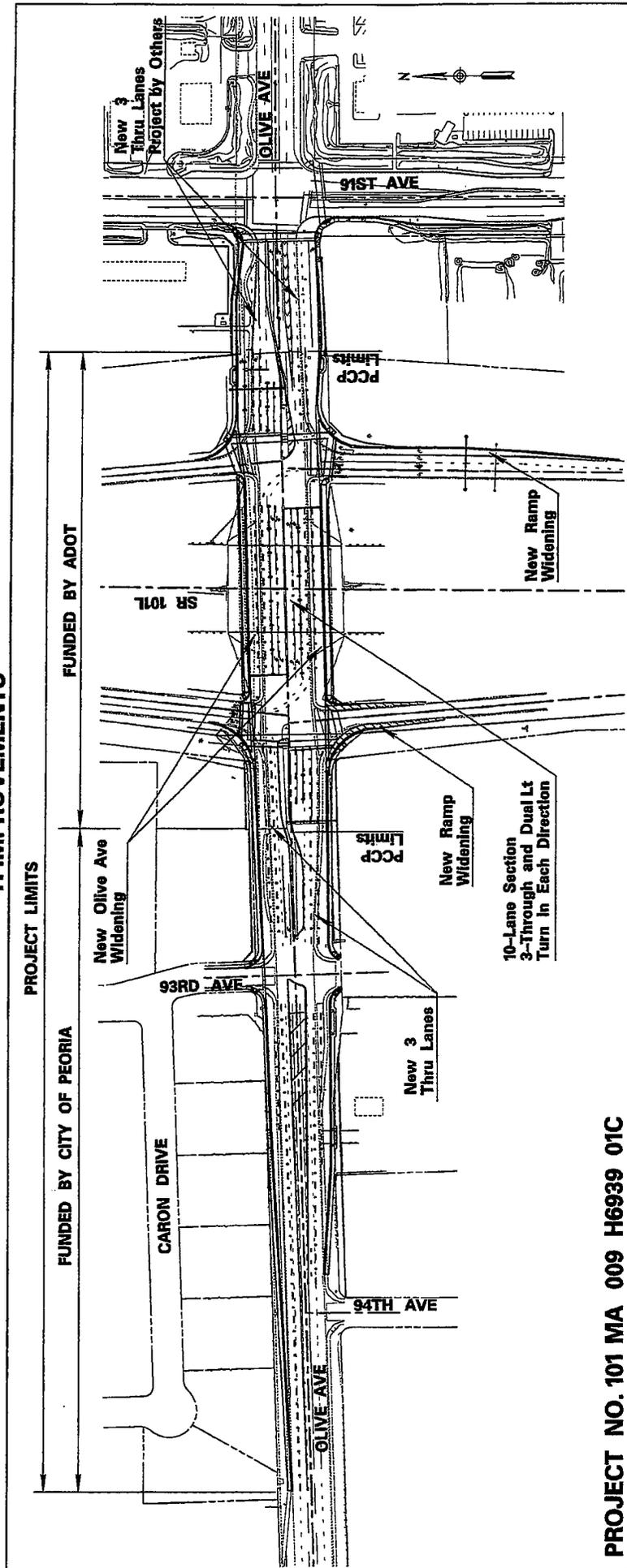
By _____
BOB BARRETT
Mayor

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

ATTEST:

By _____
MARY JO WADDELL
City Clerk

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



PROJECT NO. 101 MA 009 H6939 01C

REVISED 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: 3/15/2010
 REVISED:
 ENGINEER: J. GONZALEZ

DESCRIPTION	CONTRACTORS BID	CITY FUNDS 100%	LENGTH IN MI
ROADWAY		295,142.52	0.360
SUBTOTAL		295,142.52	0.360
PROJECT WIDE			
CONSTRUCTION ENGINEERING	8%	23,611.40	
CONSULTANT SERVICES	1%	2,951.43	
CONSTRUCTION CONTINGENCY	5%	14,757.13	
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 OFFICERS			
RAILROAD/OTHER			
OTHER			
PROJECT TOTAL		336,463.00	0.360

REVISED EXHIBIT B
AGREEMENT ESTIMATE
IGA/JPA 09-179

ITEM NO.	CITY COST PARTICIPATION/ITEMS	UNIT	QUANTITY	UNIT PRICE	AMOUNT
2020021	REMOVAL OF CONCRETE CURB AND GUTTER	L.FT.	2,112	1.50	\$3,168.00
2020025	REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS	SQ.FT.	10,978	0.35	\$3,842.30
2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	216	3.50	\$756.00
2020031	REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT	SQ.YD.	212	4.85	\$1,028.20
2020034	REMOVAL OF SIGNS	L.SUM	1	40.00	\$40.00
2020053	REMOVE (CATCH BASIN)	EACH	2	115.00	\$230.00
2020054	REMOVE (LIGHT POLES)	EACH	4	91.00	\$364.00
2020168	REMOVE (MEDIAN PAVING)	SQ. FT.	912	0.70	\$638.40
2030301	ROADWAY EXCAVATION	CU.YD.	610	8.15	\$4,971.50
3030022	AGGREGATE BASE, CLASS 2	CU.YD.	855	24.75	\$21,161.25
4010010	PORTLAND CEMENT CONCRETE PAVEMENT (10")	SQ.YD.	59	38.00	\$2,242.00
4040125	FOG COAT	TON	1	1,215.00	\$1,215.00
4040163	BLOTTER MATERIAL	TON	2	510.00	\$1,020.00
4090005	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL) (PCCP BASE)	TON	13	73.00	\$949.00
4090006	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL) (SPECIAL MIX)	TON	1,033	75.00	\$77,475.00
5012518	STORM DRAIN PIPE, 18"	L.FT.	31	60.50	\$1,875.50
5030273	CATCH BASIN, TYPE M-1 (L=10)(PHOENIX DET. P-1669)	EACH	2	3,390.00	\$6,780.00
5050201	RESET FRAME AND COVER FOR MANHOLE	EACH	2	513.00	\$1,026.00
6070038	SLIP BASE (NEW)	EACH	6	182.00	\$1,092.00
6070057	SIGN POST (PERFORATED) (2 1/2 T)	L.FT.	78	12.00	\$936.00
6070060	FOUNDATION FOR SIGN POST (CONCRETE)	EACH	6	133.00	\$798.00
6080004	REGULATORY, WARN, OR MARKER SIGN PANEL W/TYP VIII/IX SHEET	SQ.FT.	49	18.75	\$918.75

**REVISED EXHIBIT B
AGREEMENT ESTIMATE
IGA/JPA 09-179**

PROJECT: H 6939 01C
SECTION : 2 (03)

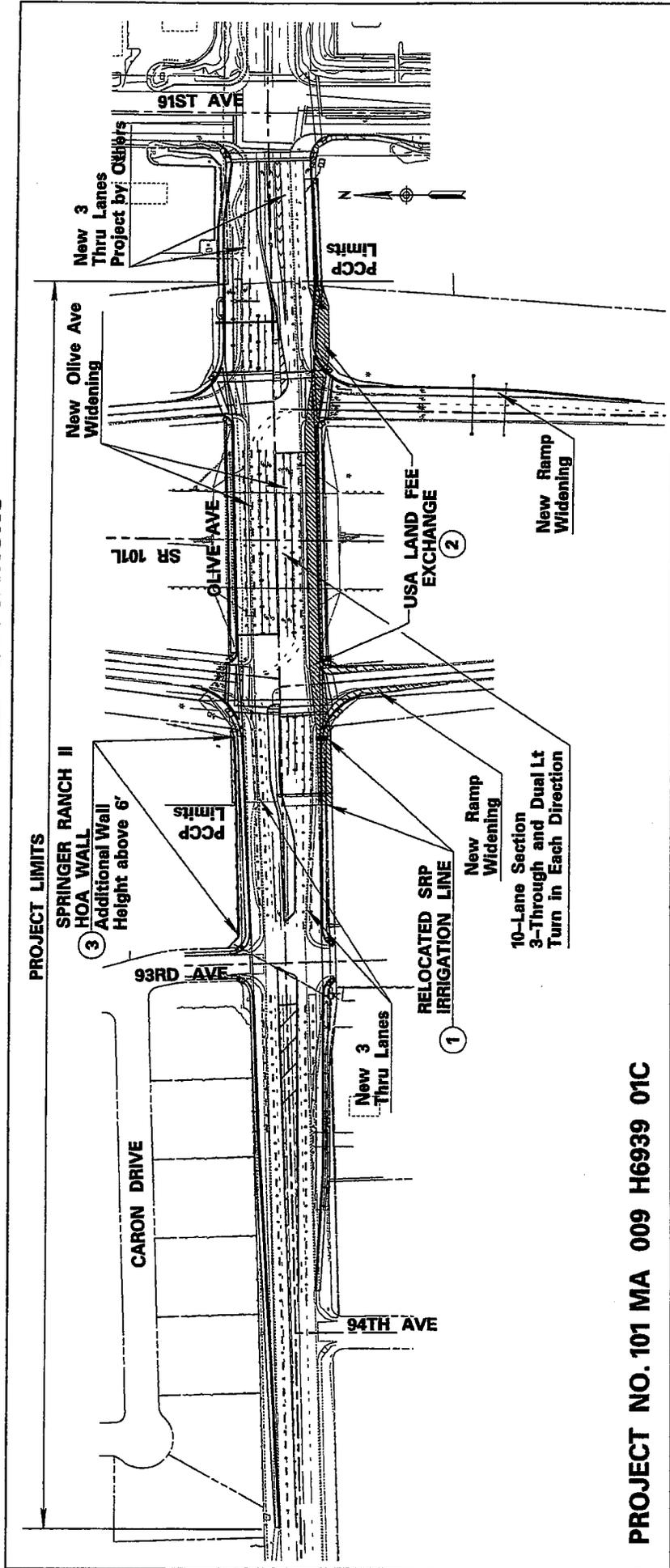
ITEM NO.	CITY COST PARTICIPATION/ITEMS	UNIT	QUANTITY	UNIT PRICE	AMOUNT
6080105	RELOCATE SIGN	L.SUM	1	605.00	\$605.00
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L.FT.	3,057	0.50	\$1,528.50
7016030	BARRICADE (TYPE II, VERT.PANEL, TUBULAR MARKER)	EACH-DAY	7,205	0.10	\$720.50
7016031	BARRICADE (TYPE III, HIGH LEVEL FLAG TREES)	EACH-DAY	190	0.45	\$85.50
7016032	PORTABLE SIGN STANDS (RIGID)	EACH-DAY	700	0.25	\$175.00
7016033	PORTABLE SIGN STANDS (SPRING TYPE)	EACH-DAY	1,322	0.40	\$528.80
7016035	WARNING LIGHTS (TYPE A)	EACH-DAY	863	0.10	\$86.30
7016037	WARNING LIGHTS (TYPE C)	EACH-DAY	1,256	0.10	\$125.60
7016050	TRUCK MOUNTED ATTENUATOR	EACH-DAY	1	450.00	\$450.00
7016051	TEMPORARY SIGN (LESS THAN 10 S.F.)	EACH-DAY	1,050	0.35	\$367.50
7016052	TEMPORARY SIGN (10 S.F. OR MORE)	EACH-DAY	1,060	0.40	\$424.00
7016061	FLASHING ARROW PANEL	EACH-DAY	1	9.20	\$9.20
7016067	CHANGEABLE MESSAGE BOARD (CONTRACTOR FURNISHED)	EACH-DAY	38	16.00	\$608.00
7040024	PAVEMENT SYMBOL (WHITE SPRAYED THERMOPLASTIC) (ARROWS)	EACH	1	105.00	\$105.00
7040070	PAVEMENT MARKING (WHITE THERMOPLASTIC)	L.FT.	2,496	0.25	\$624.00
7040071	PAVEMENT MARKING (YELLOW THERMOPLASTIC)	L.FT.	2,218	0.25	\$554.50
7060018	PAVEMENT MARKER, RAISED, TYPE G	EACH	98	5.00	\$490.00
7060501	OBLITERATION OF RAISED PAVEMENT MARKER	EACH	42	1.15	\$48.30
7080301	PAINT BULL NOSE	EACH	2	112.00	\$224.00
7310191	POLE (APS DETAIL 8040)	EACH	6	1,366.00	\$8,136.00
8030103	DECOMPOSED GRANITE	SQ. YD.	762	2.90	\$2,209.80
8080655	RELOCATE FIRE HYDRANT	EACH	1	1,550.00	\$1,550.00

**REVISED EXHIBIT B
AGREEMENT ESTIMATE
IGA/JPA 09-179**

**PROJECT: H 6939 01C
SECTION : 2 (03)**

ITEM NO.	CITY COST PARTICIPATION/ITEMS	UNIT	QUANTITY	UNIT PRICE	AMOUNT
8101017	EROSION CONTROL (GRAVELBAGS)	EACH	210	9.50	\$1,995.00
9010001	MOBILIZATION	L.SUM	1	43,712.64	\$43,712.64
9080041	CONCRETE CURB (C-05.10) (TYPE A) (H=6")	L.FT.	157	16.50	\$2,590.50
9080093	CONCRETE CURB AND GUTTER, TYPE A (MAG DET. 220)(H=6")	L.FT.	1,809	12.80	\$23,155.20
9080134	CONCRETE VALLEY GUTTER (MAG DET 240)	SQ.FT.	1,264	5.50	\$6,952.00
9080241	CONCRETE SIDEWALK (MAG DET. 230)	SQ.FT.	9,402	2.35	\$22,094.70
9080296	CONCRETE SIDEWALK RAMP (TYPE A)(MAG DET 231)	EACH	4	1,700.00	\$6,800.00
9080305	CONCRETE DRIVEWAY (MCDOT DET 2033)	SQ.FT.	740	5.25	\$3,885.00
9210012	MEDIAN PAVING (CONCRETE PAVER)	SQ. YD.	556	33.00	\$18,348.00
9240010	FORCE ACCOUNT WORK (REPAIR EXISTING LANDSCAPING AND IRRIGATION)	L.SUM	1	5,000.00	\$5,000.00
9240020	FORCE ACCOUNT WORK (REMOVAL OF LEAD-BASED STRIPING MATERIALS)	L.SUM	1	1,500.00	\$1,500.00
9240170	CONTRACTOR QUALITY CONTROL	L.SUM	1	5,333.33	\$5,333.33
9250001	CONSTRUCTION SURVEYING AND LAYOUT	L.SUM	1	1,593.75	\$1,593.75
	PARTICIPATION SUBTOTAL:				\$295,142.52
	Section Subtotal CITY OF PEORIA IMPROVEMENTS--IGA/JPA 09-179 I:PARTICIPATION SUBTOTAL:				\$295,142.52
	CONSTRUCTION ENGINEERING	COST	8%		\$23,611.40
	CONSULTANT SERVICES	COST	1%		\$2,951.43
	CONSTRUCTION CONTINENCY	COST	5%		\$14,757.13
	SUBTOTAL				\$41,319.95
	TOTAL PARTICIPATION CONSTRUCTION COST				\$336,463.00

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



PROJECT NO. 101 MA 009 H6939 01C

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
1. SRP IRRIGATION RELOCATION WITHIN ADOT ACCESS CONTROL LIMITS (2) MANHOLES @ \$10,500 EA 110 LF OF 36" PIPE @ \$215/LF	100% \$21,000 \$23,650 \$44,650
STATE COST SUBTOTAL	
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	
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	
TOTAL STATE COST SHARE	
	\$136,488

IGA/JPA 09-179 I

AMENDMENT ONE

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, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PEORIA, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes § 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 _____, 2010.

City Attorney