

**CITY CLERK
ORIGINAL**

ADOT File No.: IGA/ JPA 11- 049 I
AG Contract No.: P001-2011-003636
Project: SR303L (Design & Construction)
Section: Glendale Avenue to Peoria Avenue
TRACS No.: H7874 01C
MAG TIP NO.: DOT12-121
Budget Source Item No.: 44112 /
City Enhancements

INTERGOVERNMENTAL AGREEMENT

**C-7897
01/10/2012**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into this date February 29, 2012, pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The City and the State are collectively referred to as the "Parties".

I. RECITALS

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

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State has programmed for the design and construction work to widen State Route 303L (SR 303L) to a six (6) lane divided freeway from Glendale Avenue to Peoria Avenue in Fiscal Year (FY) 2012, which includes underdeck lighting for the interim Northern Parkway Traffic Interchange (TI).

4. To be included with the State's construction of the SR 303L freeway, the City requests the State design and construct a number of upgrades and enhancements from approximately one-half (½) mile north of Glendale Avenue to Peoria Avenue, all within the limits of the City, herein referred to as the "Project", estimated at **\$218,707.00**, shown on Exhibit A, attached hereto and made a part hereof, all at the City's expense. The City is responsible for all Project design and construction costs associated with the City's requested items which includes, but is not limited to, the following:

- a) The installation of two 4-inch conduits and four pull boxes, for the City's future intelligent transportation system (ITS) along the north side of Northern Avenue from the access control limit west of the SR 303L freeway to the access control limit east of the SR 303L freeway per the project design plans;
- b) The installation of bridge aesthetics (two accent paints and application) for Northern Avenue, Northern Parkway and Olive Avenue, including retaining walls, abutment walls, and roadway barrier per the project design plans;
- c) The installation of irrigation sleeves, water line segments and valve boxes for future landscape irrigation water from ½ mile north of Glendale Avenue to Peoria Avenue per the project plans. These facilities are itemized as follows:
 - 1) 119 feet of 8" DIP water line, 2 valve boxes, 64 feet of 24" HDPE sleeve under the proposed drainage channel;
 - 2) 227 feet of 6" PVC water line, 2 valve boxes, 195 feet of 12" black steel bored sleeve under the Burlington Northern Santa Fe (BNSF) Railroad right-of-way at Olive Avenue;

- 3) 533 feet of 6" PVC water line, 6 valve boxes, 413 feet of 12" HDPE sleeves at four locations that are required to be at a 9 foot depth to cross Maricopa Water District easements;
- 4) 586 feet of 12" HDPE sleeves at six locations along the corridor

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

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, agree to be the authorized agent for and on behalf of the City for the Project. Also upon execution of this Agreement, invoice the City **\$218,707.00**, for the estimated costs associated with the City's requested enhancements for the Project referenced in I.4.a. through c. above, which will include fixed percentage rates for: maintenance of traffic (0%); construction surveying and layout (1%); contractor quality control (2%); mobilization (10%); construction engineering and administration (9%); construction contingencies (5%); design engineering and administration (10%); and includes applicable indirect costs (iCAP) estimate, approved by the Federal Highway Administration (FHWA), shown on Exhibit A. Upon receipt of the City's funds, apply said funds to Project **TRACS No. H7874 01C**.

b. On behalf of the City, retain and contract with one or more professional design consultants (the "Consultants"), in the preparation of the design plans, specifications, and other such documents (the "Project Documents") required for the bidding and construction of the Project.

c. Conduct monthly design and construction progress meetings. Prepare and provide the Project Documents to the City for review and comment. Confer with the City on any Project related modifications. Upon concurrence by the City, incorporate same into the State's design plans to widen the SR 303L freeway.

d. Advertise for bids and upon approval and acceptance by the State Transportation Board, award one or more construction contract(s) for the Project. Administer the construction and make all payments to the contractor(s). Be responsible for any contractor claims for additional compensation caused by or attributable to, the State.

e. Prior to incurring additional costs and upon concurrence by the City, invoice the City for said additional costs, should unforeseen conditions or circumstances cause an increase to the cost of the City's requested elements, which will include fixed rates as described in II.1.a. above.

f. Upon completion of the Project, notify the City and coordinate the final inspection. 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.

g. Upon completion and acceptance of the Project by the State, provide the City with a recapitulation of the actual Project costs, along with an invoice or reimbursement, for the difference between the amount(s) deposited by the City and the actual costs of the Project, to include fixed rates as described in II.1.a above.

h. 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.

i. Be responsible for maintenance of the SR 303L freeway and the structural integrity of the bridges and the retaining walls.

j. Be responsible for the operation and maintenance of the underdeck ramp lighting and for electric power of the interim Northern Parkway TI (future Butler Avenue) until the ultimate TI construction is completed. Service will be disconnected upon completion of construction of the ultimate TI, unless the City agrees to take over operation, maintenance and electric power.

2. The City will:

a. Upon execution of this Agreement, hereby designate the State as the authorized agent for and on behalf of the City for the design and construction of the City's requested enhancements for the Project referenced in I.4.a through c above.

b. Upon execution of this Agreement and receipt of an invoice from the State, remit **\$218,707.00**, within thirty (30) days for the estimated costs associated with the City's requested enhancements for the Project referenced in I.4.a. through c. above, which will include fixed percentage rates for: maintenance of traffic (0%); construction surveying and layout (1%); contractor quality control (2%); mobilization (10%); construction engineering and administration (9%); construction contingencies (5%); design engineering and administration (10%); and includes applicable indirect costs (iCAP) estimate, approved by the Federal Highway Administration (FHWA), shown on Exhibit A.

c. Attend monthly design and construction progress meetings. Confer with the State on any Project related contract modifications and provide written concurrence when applicable. Be responsible for any Project related design consultant or contractor claims caused by or attributable to, the City.

d. Upon receipt of the Project Documents, review and provide comments to the State within fifteen (15) days or the specified date requested by the Project Manager.

e. Upon notification by the State and concurrence by the City, reimburse the State within thirty (30) days of receipt of invoice for additional costs should unforeseen conditions or circumstances cause an increase to the cost of the Project, which will include fixed rates as described in II.1.a above.

f. Upon completion of construction and notification by the State that the Project has been designed and constructed in accordance with the Project Documents, attend the final inspection with the State.

g. Upon completion and acceptance of the Project by the State, be responsible for the actual costs incurred by the State for the Project. If necessary, reimburse the State within thirty (30) days upon receipt of an invoice, any difference between the estimated initial amount paid by the City and the actual costs of the Project, which will include fixed percentage rates and fixed costs, as referenced in II.1.a above.

h. Obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual city-wide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Comply with all applicable permit and Certificate of Insurance requirements. Agree that any new construction or installation shall require a separate permit as per the Phoenix Maintenance District's established procedures, of which may be obtained through the Phoenix Maintenance District Office referenced herein.

i. Comply with the Manual on Uniform Traffic Control Devices (MUTCD) (latest addition as published by the Federal Highway Administration (FHWA)) and the Arizona Supplement, as per Arizona Revised Statutes § 28-641, during all maintenance operations conducted by the City on State highway rights of way. Plans will be reviewed and/or approved by and through the Arizona Department of Transportation (ADOT), Phoenix Maintenance District Permits Office.

j. Upon completion of the Project and consistent with the City's maintenance levels, be responsible for providing the following:

1. Maintenance of two 4-inch conduits and four pull boxes, for the City's future ITS along the north side of Northern Avenue from the access control limit west of the SR303L to the access control limit east of the SR303L;
2. Maintenance of and refreshment of bridge aesthetics (two accent paints only), including graffiti abatement for Northern Avenue Over-Pass (OP), Northern Parkway OP and Olive Avenue OP, including retaining walls, abutment walls, bridge piers and roadway barriers, as depicted on Exhibit B, attached hereto and made a part hereof;
3. Maintenance of median pavers on Northern Avenue. Maintenance shall consist of replacing broken or missing pavers, keeping all areas free of weeds, undesirable grasses and litter, in the areas depicted on Exhibit B.

k. Upon completion of construction of the ultimate Northern Parkway TI including the future Butler Avenue crossroad, have the option to continue with the operation and maintenance of the crossroad lighting. At such time, the City will be responsible for making arrangements with the utility company to pay for electric power.

l. At a future date, and upon receipt of a permit as per the Phoenix Maintenance District's established procedures, be responsible for the installation and associated costs to install fiber optic cable through the conduit and connection to the City's ITS. Upon connection and energizing, be responsible for the operation, maintenance and electric power costs associated with the City's ITS.

m. As part of the State's future SR 303L freeway, (Glendale Avenue – Peoria Avenue) Landscape project, be responsible for all costs associated with furnishing the water source for the landscape irrigation of SR 303L freeway. As part of a future SR 303L freeway (Glendale Avenue – Peoria Avenue) Landscape agreement and upon concurrence of both parties, the City will be responsible to provide a mutually agreed upon, fully functional irrigation system, which includes the design and construction costs of the remainder of the six inch water line and appurtenances that will connect to the sleeves and water line segments, installed with the State's **H7874 01C** project.

3. The Parties Agree:

a. The estimated monetary amounts referenced in this Agreement are subject to change and can change substantially before completion of the Project.

b. Any change or modification to the Project will only occur upon the mutual written consent of the Parties.

c. Both Parties will perform their responsibilities consistent with the terms and conditions of this Agreement.

III. MISCELLANEOUS PROVISIONS

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

2. This Agreement shall remain in full force and effect until completion of the work contemplated herein and all reimbursements; provided however, except any provisions herein for maintenance, which shall be perpetual, this Agreement may be cancelled at any time prior to the advertisement of a Project, with thirty (30) days written notice to the other Party. It is understood and agreed by both Parties that, in the event the City fails 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/cancellation.

3. The State assumes no financial obligation or liability under this Agreement relative to the City's requested elements (described herein but not limited to Section I.4.a. through c.) or for any resulting construction project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design plans, specifications, reports, the engineering in connection therewith, the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees the City, any of its agents, officers and employees, or any of its independent Contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

Contractor and subcontractor shall procure and maintain insurance until all of their obligations have been discharged, including any warranty periods under their Contract with the City are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents representatives, employees or subcontractors.

4. The cost of the Project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA). *"Applicable indirect costs" means costs incurred by ADOT and approved by FHWA under ADOT's indirect cost allocation proposal, pursuant to 2 CFR 225 and OMB Circular A-87.*

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

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

7. 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 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds. Every payment obligation of State and City under this contract 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 contract, this contract may be terminated by the State or the City at the end of the period for which the funds are available. No liability shall accrue to the State or the City 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.

If the federal funding related to this Project is terminated or reduced by the federal government, or if the federal government rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

9. To the extent applicable under Arizona Revised Statutes § 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes § 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Party. Each Party retains the legal right to randomly inspect the papers and records of the other Party's or its subcontractors' employees who work on this Project to ensure that the other Party or its subcontractors are complying with the above-mentioned warranty.

10. 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 operation" 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.

11. The City and the State (Arizona Department of Transportation) (ADOT) warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State (ADOT) to enable the State (ADOT) to comply with the requirements of the Act, as may be applicable.

12. 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.

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

Arizona Department of Transportation
 Joint Project Administration
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, Arizona 85007-3212
 Fax: 602-712-3132

City of Glendale
 City Manager's Office
 5850 West Glendale Avenue
 Glendale, AZ 85301
 Fax: (623) 847-1399

For Maintenance Permit – Contract

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

City Finance - Contact

City of Glendale
 Purab Adabala
 5800 West Glenn Drive
 Glendale, AZ 85301
 Fax: (623) 915-1029

State Finance - Receivable: Contact
Arizona Department of Transportation
Attn: Accounts Receivable
206 S. 17th Avenue, MD 204B
Phoenix, AZ 85007

State Finance - Payable: Contact
Arizona Department of Transportation
Attn: Accounts Payable
206 S. 17th Avenue, MD 203B
Phoenix, AZ 85007

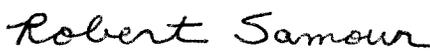
14. In accordance with Arizona Revised Statutes § 11-952, (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA
Department Of Transportation

By: 
ED BEASLEY
City Manager

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

ATTEST:

By: 
PAMELA HANNA
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Intergovernmental Agreement between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF GLENDALE, 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 GLENDALE 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 11 day of January, 201².



City Attorney

EXHIBIT A

**SUMMARY OF COSTS
 TO BE PAID BY CITY OF GLENDALE (COG)
 PROJECT NO. 303 MA 109 H787401C
 FEDERAL AID NO. 303-A(203)N
 SR303L SEGMENT 4
 GLENDALE AVENUE TO PEORIA AVENUE**

ITEM	DESIGN	CONSTRUCTION	TOTAL	DESCRIPTION
1 TRACS NO. H7874 01C SR 303L SEGMENT 4 GLENDALE AVE. TO PEORIA AVE.	\$2,286	\$27,234	\$29,520	The City of Glendale has requested the following: Design and construct 2 -4" conduits and related pull boxes in Northern Ave. for COG future ITS system.
2 TRACS NO. H7874 01C SR 303L SEGMENT 4 GLENDALE AVE. TO PEORIA AVE.	\$13,876	\$165,349	\$179,225	The City of Glendale has requested the following: Design and construct partial water line and irrigation sleeves for future landscape irrigation water delivery pipe.
3 TRACS NO. H7874 01C SR 303L SEGMENT 4 GLENDALE AVE. TO PEORIA AVE.	\$771	\$9,191	\$9,962	The City of Glendale has requested the following: Apply additional accent colors to the aesthetic features on the Northern Ave., Northern Parkway, and Olive Ave. bridges (abutments, wingwalls and bridge barriers).
TOTALS	\$16,933	\$201,774	\$218,707.00	

EXHIBIT A

**PROJECT NO. 303 MA 109 H787401C
 FEDERAL AID NO. 303-A(203)N
 SR303L SEGMENT 4
 GLENDALE AVENUE TO PEORIA AVENUE**

Item No	Item Description	Unit	Quantity	Unit Price	Amount
	ITEM 1: 2-4" CONDUITS AND PULL BOXES FOR FUTURE COG ITS				
7320294	ELECTRICAL CONDUIT (2-4") (PVC)	L.FT.	1,300	\$12.00	\$15,600.00
7320456	PULL BOX (NO. 7) (WITH EXTENSION) (CITY OF GLENDALE)	EACH	3	\$675.00	\$2,025.00
7320460	PULL BOX (NO. 9) (CITY OF GLENDALE)	EACH	1	\$2,600.00	\$2,600.00
	SUBTOTAL ITEM 1(A)				\$20,225.00
	GENERAL CONSTRUCTION ITEMS				
	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	0.00%	-
	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$202.00
	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	2% of (A)	\$405.00
	MOBILIZATION SHARE ⁴	L.SUM	1	10% of (A)	\$2,023.00
	GENERAL CONSTRUCTION SUBTOTAL				\$2,630.00
	SUBTOTAL CONSTRUCTION COST ITEM 1(B)				\$22,855.00
	CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			9% of (B)	\$2,057.00
	CONSTRUCTION CONTINGENCIES (5%)			5% of (B)	\$1,143.00
	DESIGN ENGINEERING ADMINISTRATION ⁶			10% of (B)	\$2,286.00
	ESTIMATED INDIRECT COSTS (5.16%) ⁷			5.16% of (B)	\$1,179.00
	TOTAL ITEM 1				\$29,520.00

NOTES:

- Maintenance of Traffic does not apply to this item of work.
- Construction Surveying and Layout was calculated on a percentage basis (1% fixed rate) of the City's items (Item A).
- Contractor Quality Control was calculated on a percentage basis (2% fixed rate) of the City's items (Item A).
- Mobilization was calculated on a percentage basis (10% fixed rate) of the City's items (Item A).
- Construction Engineering and Administration is calculated on a percentage basis (9% fixed rate) of the City's Construction Cost (Item B).
- Design Engineering Administration was calculated on a percentage basis (10% fixed rate) of the City's Construction Cost (Item B).
- Indirect Cost is an estimate and subject to change.

EXHIBIT A

**PROJECT NO. 303 MA 109 H787401C
 FEDERAL AID NO. 303-A(203)N
 SR303L SEGMENT 4
 GLENDALE AVENUE TO PEORIA AVENUE**

Item No	Item Description	Unit	Quantity	Unit Price	Amount
	ITEM 2: WATERLINE & SLEEVES FOR FUTURE LANDSCAPE IRRIGATION WATER DELIVERY PIPE				
5019007	PIPE (IRRIGATION SLEEVE) (12" - BORED)	L.FT.	195	\$110.00	\$21,450.00
5019008	PIPE (IRRIGATION SLEEVE) (12")	L.FT.	999	\$32.00	\$31,968.00
8080287	PIPE (PVC) (6") (CLASS 200)	L.FT.	658	\$35.00	\$23,030.00
8080647	VALVE BOX (TYPE A) (FRAME AND COVER)	EACH	10	\$450.00	\$4,500.00
8082108	PIPE, DUCTILE IRON, 8"	L.FT.	119	\$150.00	\$17,850.00
9240145	MISCELLANEOUS WORK (24" HDPE CASING)	L.FT.	64	\$375.00	\$24,000.00
	SUBTOTAL ITEM 2(A)				\$122,798.00
	GENERAL CONSTRUCTION ITEMS				
	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	0.00%	-
	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$1,228.00
	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	2% of (A)	\$2,456.00
	MOBILIZATION SHARE ⁴	L.SUM	1	10% of (A)	\$12,280.00
	GENERAL CONSTRUCTION SUBTOTAL				\$15,964.00
	SUBTOTAL CONSTRUCTION COST ITEM 2(B)				\$138,762.00
	CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			9% of (B)	\$12,489.00
	CONSTRUCTION CONTINGENCIES (5%)			5% of (B)	\$6,938.00
	DESIGN ENGINEERING ADMINISTRATION ⁶			10% of (B)	\$13,876.00
	ESTIMATED INDIRECT COSTS (5.16%) ⁷			5.16% of (B)	\$7,160.00
	TOTAL ITEM 2				\$179,225.00

NOTES:

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- Construction Surveying and Layout was calculated on a percentage basis (1% fixed rate) of the City's items (Item A).
- Contractor Quality Control was calculated on a percentage basis (2% fixed rate) of the City's items (Item A).
- Mobilization was calculated on a percentage basis (10% fixed rate) of the City's items (Item A).
- Construction Engineering and Administration is calculated on a percentage basis (9% fixed rate) of the City's Construction Cost (Item B).
- Design Engineering Administration was calculated on a percentage basis (10% fixed rate) of the City's Construction Cost (Item B).
- Indirect Cost is an estimate and subject to change.

EXHIBIT A

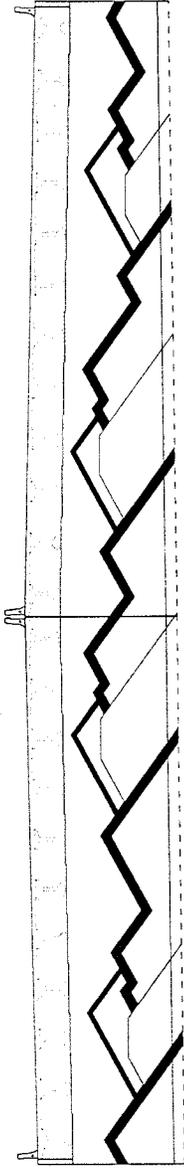
**PROJECT NO. 303 MA 109 H787401C
 FEDERAL AID NO. 303-A(203)N
 SR303L SEGMENT 4**

GLENDALE AVENUE TO PEORIA AVENUE

Item No	Item Description	Unit	Quantity	Unit Price	Amount
	ITEM 3: ADDITIONAL ACCENT COLOR FOR BRIDGE AESTHETICS				
XXXXXX	ADDITIONAL ACCENT COLORS (BRIDGE BARRIER)	SQ.FT.	2,388	\$1.50	\$3,582.00
XXXXXX	ADDITIONAL ACCENT COLORS (BRIDGE ABUTMENTS & WINGWALLS)	SQ.FT.	2,162	\$1.50	\$3,243.00
	SUBTOTAL ITEM 3(A)				\$6,825.00
	GENERAL CONSTRUCTION ITEMS				
	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	0.00%	
	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$68.00
	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	2% of (A)	\$137.00
	MOBILIZATION SHARE ⁴	L.SUM	1	10% of (A)	\$683.00
	GENERAL CONSTRUCTION SUBTOTAL				\$888.00
	SUBTOTAL CONSTRUCTION COST ITEM 3(B)				\$7,713.00
	CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			9% of (B)	\$694.00
	CONSTRUCTION CONTINGENCIES (5%)			5% of (B)	\$386.00
	DESIGN ENGINEERING ADMINISTRATION ⁶			10% of (B)	\$771.00
	ESTIMATED INDIRECT COSTS (5.16%) ⁷			5.16% of (B)	\$398.00
	TOTAL ITEM 3				\$9,962.00

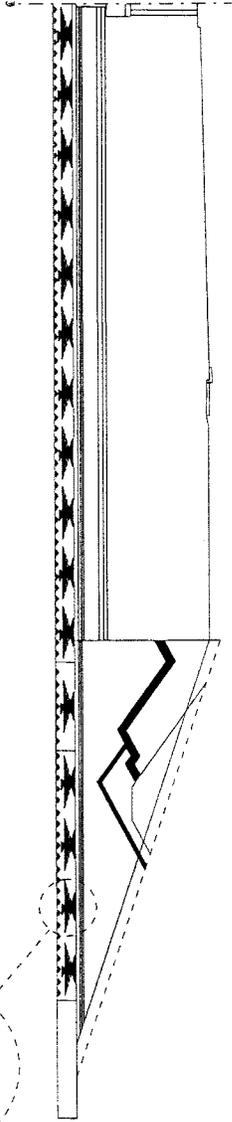
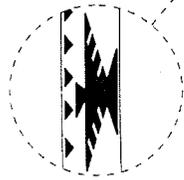
NOTES:

- Maintenance of Traffic does not apply to this item of work.
- Construction Surveying and Layout was calculated on a percentage basis (1% fixed rate) of the City's items (Item A).
- Contractor Quality Control was calculated on a percentage basis (2% fixed rate) of the City's items (Item A).
- Mobilization was calculated on a percentage basis (10% fixed rate) of the City's items (Item A).
- Construction Engineering and Administration is calculated on a percentage basis (9% fixed rate) of the City's Construction Cost (Item B).
- Design Engineering Administration was calculated on a percentage basis (10% fixed rate) of the City's Construction Cost (Item B).
- Indirect Cost is an estimate and subject to change.



OLIVE AVE SOUTH ABUTMENT #1
 OLIVE AVE NORTH ABUTMENT #2
 NORTHERN AVE SOUTH ABUTMENT

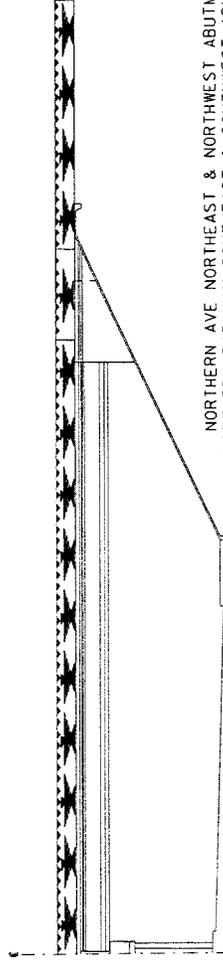
Scale: NTS



NORTHERN AVE SOUTHEAST & SOUTHWEST ABUTMENT/WINGWALL
 OLIVE AVE SOUTHEAST & SOUTHWEST ABUTMENT/WINGWALL
 OLIVE AVE NORTHEAST & NORTHWEST ABUTMENT/WINGWALL

Scale: NTS

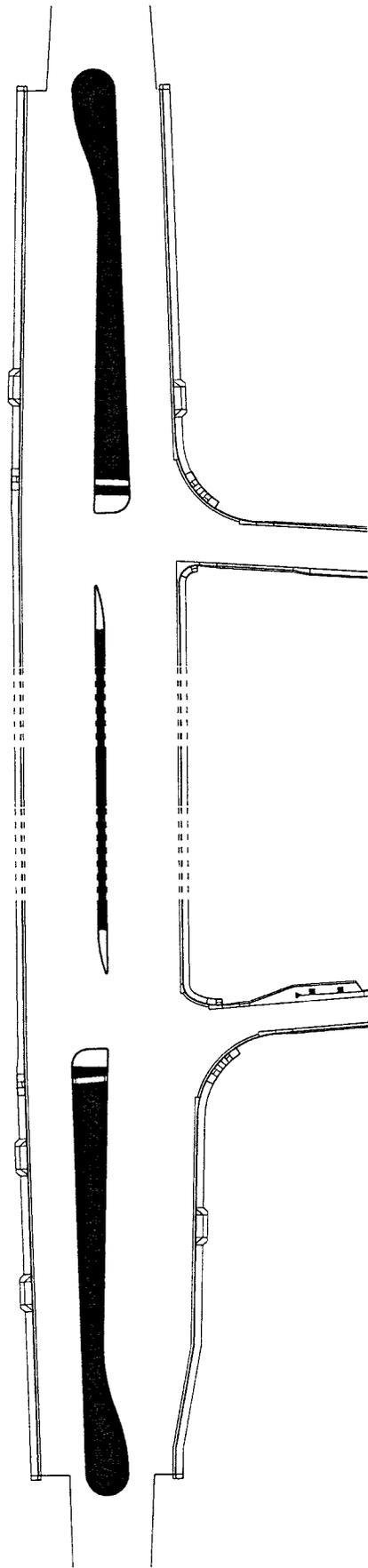
GLENDALE AREAS TO BE MAINTAINED



NORTHERN AVE NORTHEAST & NORTHWEST ABUTMENT/WINGWALL
 NORTHERN PARKWAY SOUTHEAST & SOUTHWEST ABUTMENT/WINGWALL
 NORTHERN PARKWAY NORTHEAST & NORTHWEST ABUTMENT/WINGWALL

Scale: NTS

Exhibit B
SR 303 - Glendale Ave to Peoria Ave, Glendale Maintenance Areas
JPA 11-049



NORTHERN AVENUE MEDIAN
 Scale: NTS

█ GLENDALE AREAS TO BE MAINTAINED

Exhibit B
 SR 303 - Glendale Ave to Peoria Ave, Glendale Maintenance Areas
 JPA 11-049

RESOLUTION NO. 4534 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF TWO INTERGOVERNMENTAL AGREEMENTS WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR ENHANCEMENTS TO LOOP 303.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that two Intergovernmental Agreement with the State of Arizona, Department of Transportation, for enhancements to Loop 303 be entered into. The following agreements are now on file in the office of the City Clerk of the City of Glendale:

ADOT File No.: IGA/JPA 11-049 I
Project: SR303L (Design & Construction)
Section: Glendale Avenue to Peoria Avenue

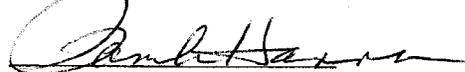
ADOT File No.: IGA/JPA 11-054
Project: SR303L (Design & Construction)
Section: Camelback Road to Glendale Avenue

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreements on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10th day of January, 2012.


MAYOR

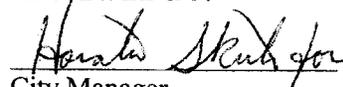
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager



TOM HORNE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012011003636 (**IGA/JPA 11-049-I**), an Agreement between public agencies, i.e., The State of Arizona and City of Glendale, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: February 29, 2012

TOM HORNE
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:In:#2611824
Attachment



Arizona Department of Transportation
Intermodal Transportation Division
205 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janice K. Brewer
Governor

Jennifer Toth
State Engineer

John S. Halikowski
Director

March 14, 2012

City of Glendale
City Clerk's Office
5850 West Glendale Avenue
Glendale, AZ 85301

RE: ADOT File No.: IGA/ JPA 11- 049 I
AG Contract No.: P001-2011-003636
Project: SR303L (Design & Construction)
Section: Glendale Avenue to Peoria Avenue
TRACS No.: H7874 01C
MAG TIP NO.: DOT12-121
Budget Source Item No.: 44112 /
City Enhancements

To Whom It May Concern:

Enclosed please find one fully Executed Original Agreement between Arizona Department of Transportation and **City of Glendale** for the above-mentioned Project.

Should you have any questions, please do not hesitate to contact me at (602) 712-8753.

Sincerely,

Korina Lopez
Korina Lopez
Joint Project Administration
205 S. 17th Avenue MD 637E
Phoenix, AZ 85007