

RESOLUTION NO. 2025-2473

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATED TO THE EXTENSION OF STATE ROUTE LOOP 303.

WHEREAS, the State is going to extend State Route Loop 303 and is undertaking the design and construction of the section of Loop 303 to be constructed between Van Buren Street and MC 85 (the " Project"); and

WHEREAS, the Project requires the relocation existing city owned and operated water and wastewater lines and appurtenances and the construction of frontage roads along the east and west sides of Loop 303 needed to provide access to the properties fronting Loop 303; and

WHEREAS, the city has asked the State to include certain street and traffic management improvements as part of the Project, which the State has agreed to do at the city's cost (the "City Improvements"); and

WHEREAS, State and city representatives have been negotiating an intergovernmental agreement (the "IGA") identifying the State's and city's responsibilities related to the Project; and

WHEREAS, the IGA attached hereto as Exhibit 1 sets forth the State's responsibility for the design and construction of the Loop 303 improvements, which includes the relocation of the city water and wastewater improvements and the design and construction of the City Improvements and the frontage roads; the construction of the City Improvements; the city's responsibility for the cost of the City Improvements and providing certain water infrastructure needed for the irrigation of landscaping improvements being installed as part of the Project, and the city's future maintenance responsibilities as it relates to the Loop 303 improvements; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1 The Mayor and Council approve the Intergovernmental Agreement attached hereto as Exhibit 1.

SECTION 2. The Mayor and Council hereby authorize the City Manager to execute the intergovernmental agreement attached hereto as Exhibit 1 and to take all actions and execute all documents necessary to comply with the terms of the intergovernmental agreement and the intent of this Resolution.

SECTION 3. Resolution 2025-2473 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 9th day of June, 2025.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

ADOT CAR No.: IGA 22-0008670-I
AG Contract No.: P0012024002054
Project Location/Name: MC 85 to Van
Buren Street
Type of Work: Construct New Roadway
Federal-aid No.: 303-A(219)T
ADOT Project No.: H6870 01D/01C
TIP/STIP No.: DOT23-233; DOT21-801
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GOODYEAR

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 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 GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 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 Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The State is administering the design and construction of State Route Loop 303 (SR 303L) MC 85 to Van Buren Street, which includes the relocation of the Local Agency's utilities and the design and construction of northbound and southbound frontage roads (the "State's Project").
4. As part of the State's Project, and at the request of the Local Agency, the State will design and construct the following improvements (collectively the "Local Project"):
 - a. The installation of the interconnect system for the Local Agency's traffic management system, and three Closed Circuit Television (CCTV) cameras for new traffic signals, which includes, but is not limited to, three 3-inch polyvinyl chloride (PVC) conduits and various pull boxes along a portion of Lilac Street/Canyon Trails Boulevard, Yuma Road, and Lower Buckeye Road.

- b. The roadway and underdeck lighting along Lilac Street/Canyon Trails Boulevard, Yuma Road and Lower Buckeye Road.
 - c. The improvements to Lower Buckeye Road between the termination of the State's improvements to the S. Canyon Trails Boulevard alignment that were requested by the Local Agency. The Local Agency Project cost is estimated at \$2,190,289, of which \$9,403 is for design, and \$2,180,886 is for construction and salvage costs, as shown in Exhibit A. The Local Agency will be responsible for actual design and construction costs, ongoing operations, and maintenance of the Local Project. Ongoing operations and maintenance responsibilities will be defined in the Scope of Work section of this Agreement and shown in Exhibit B. The State Project and the Local Agency Project are collectively referred to as the Project.
- 5. If Local Project costs exceed the estimate, notify the Local Agency and invoice as determined by ADOT and the Local Agency for additional costs to complete the Local Project.
 - 6. The Project traverses through the City. The State will purchase private right of way and bring into the State system the necessary rights of way needed for the Project. After completion of the Project, the State will abandon ownership, jurisdiction, and maintenance responsibilities of right of way, as depicted in Exhibit C to the Local Agency, with the approval of the State Transportation Board. The Local Agency agrees to waive the requirements of Arizona Revised Statutes § 28-7209 (A)(2).
 - 7. The foregoing Recitals and Exhibits shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

- 1. The Parties agree:
 - a. To perform their responsibilities consistent with this Agreement; any change or modification to the Local Project will only occur with the mutual written consent of both Parties.
 - b. Any future modifications within the State's Project limits required for transportation purposes and resulting in the removal or alteration of the Local Project will have precedence over the Local Project and there will be no compensation owed to the Local Agency.
- 2. The State will:
 - a. Execute this Agreement, and be the Local Agency designated agent for the Local Project.
 - b. After this Agreement is executed, invoice the Local Agency for the costs associated with the Local Project estimated at \$2,190,289. After the Project has been completed, the

State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs of this portion of the Local Project.

- c. Prepare and provide the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the Local Agency as appropriate.
- d. Utilize Local Agency standards for the traffic signals and the lighting at Lilac Street/Canyon Trails Boulevard, Yuma Road, Lower Buckeye Road and Elwood Street. Not be responsible for any costs associated with Local Agency standard equipment or future upgrades and modifications to the equipment.
- e. Provide 3-3" conduits with a SMFO 144 in one of the conduits for the Local Agency's traffic signal interconnect system.
- f. Issue, in accordance with the established procedures of the State's Central District Permit Office, a permit on a yearly basis for routine maintenance and emergency work. Routine maintenance and emergency work will be defined within the permit. Permits will be issued when appropriate insurance documents are provided as required by ADOT Risk Management.
- g. Coordinate with the Local Agency throughout the construction phase of the Local Project for the Local Agency's inspection, testing oversight, and acceptance of the water and sewer lines as well as inspection of all Project and landscape, aesthetics, lighting, and signal interconnection improvements that the Local Agency will own, operate and maintain.
- h. Following the execution of this Agreement, by Resolution of the State's Transportation Board, bring into the State system the necessary rights of way needed for the Project.
- i. After final acceptance of the Project, with approval by Resolution of the State Transportation Board, abandon and transfer jurisdiction, and maintenance responsibilities of the area as depicted in Exhibit C.
- j. After acceptance by the City of ownership, jurisdiction, and maintenance responsibilities of right of way depicted in Exhibit C, automatically be granted continued right of entry to access crossroads as necessary to perform required maintenance by execution of this Agreement.
- k. Notify the Local Agency of substantial completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Local Project improvements. As applicable, the Project Contractor will provide a warranty for Local Project improvements.
- l. Not be obligated to maintain those areas identified as the Local Agency's responsibility in Exhibit B, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

- m. Provide the City with a permit to re-establish prior rights locations within the final right of way for the city owned water and sewer lines, as identified in the ADOT letters dated May 12, 2023 and January 22, 2025, being relocated.

3. The Local Agency will:

- a. Designate the State as the Local Agency's authorized agent for the Local Project.
- b. Within 60 days of receipt of an invoice from the State, pay to the State \$2,190,289 for the costs associated with the Local Project. After the Project has been completed, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs of this portion of the Local Project.
- c. Review the design documents required for construction of the Local Project and provide comments to the State as appropriate. Work within the design timeframes set forth by the State to not delay the State's Project.
- d. Be responsible for the maintenance of the slope paving at the Lilac Street/Canyon Trails Boulevard Overpass (OP), the Yuma Road Traffic Interchange Overpass (TIOP), the Lower Buckeye Road OP, the Southbound SR303L over the Southbound Frontage Road OP, and the Lower Buckeye Road Ramp B over Elwood Ramp D OP.
- e. Be responsible for all Local Project costs incurred in performing and accomplishing the work as set forth under this Agreement that are not covered by federal funding. It is understood and agreed that the Local Agency is responsible for costs that are deemed ineligible and/or exceed the maximum federal funds available; payment for these costs shall be made within 60 days of receipt of an invoice from the State.
- f. Coordinate with the State throughout the construction phase of the Local Project for the Local Agency's inspection, testing oversight, and acceptance of the water and sewer lines as well as inspection of all Project and landscape, aesthetics, lighting, and signal interconnection improvements that the Local Agency will own, operate and maintain.
- g. Not permit or allow any encroachments upon or private use of the public right of way, except those authorized by permit. Coordinate all authorized permits with ADOT prior to construction. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use.
- h. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter Local Agency rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency rights of way. This temporary right will expire with completion of the Project. Project Contractor will be required to obtain any traffic control permits from the Local Agency for any right of way work within the City limits.
- i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Local Project costs. Should the Local Agency request changes to the scope of

work of the Project, be responsible for the cost of said Local Agency requested changes, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 60 days of receipt of an invoice from the State.

- j. Submit an encroachment permit application with all required documentation to the State's Central District Permit Office for routine maintenance and emergency work. Provide appropriate insurance with each encroachment permit once, then annually for the maintenance and emergency work, to keep that permit valid. Notify the State's Central District Permit Office of any emergency maintenance work affecting the State right of way. Submit an encroachment permit application for any new construction or installation.
- k. In coordination with the State, inspect and oversee the testing as required per State and Local Agency standards, at no cost, of the water and sewer lines during construction and prior to completion and acceptance of the Project. Following the acceptance of the relocated water and sewer lines and the expiration of the applicable warranty period, be responsible for any and all future repairs, modifications, maintenance, damages to ADOT property resulting from a water/sewer line leak, or any other facilitation of use of these water and sewer lines unless the need for such future repairs, modifications, maintenance and/or damage to ADOT property are the result of the actions of ADOT.
- l. In coordination with the State and throughout the construction phase of the Project, inspect all Project improvements that the Local Agency will own, operate and maintain. Be responsible for any and all future repairs, modifications, maintenance, and damages to the Project improvements that the Local Agency will own, operate and maintain.
- m. After substantial completion of the Project and the expiration of the applicable warranty period, assume ownership, operation, and maintenance responsibilities, associated with the Local Project and the relocated water and sewer lines. Maintenance of the Project consists of routine/minor maintenance of all Local Agency requested improvements, including but not limited to colors and graphics and any and all future structural repairs to the Local Project.
- n. Within the Project limits, maintain the crossroads, frontage roads and the screen and sound walls located in the City's right of way, as shown in Exhibit B. The areas and features of maintenance include, but are not limited to: pathways, sidewalks, curb and gutter, driveways, pedestrian access ramps, street surfaces, shoulders, median dividers of crossroads, pavers, frontage roads, screen and sound walls, and surface drainage features feeding into the State's drainage system including catch basins. Maintenance activities include but are not limited to: sweeping, crack sealing, removal of spills and debris, graffiti removal, repair of potholes, leveling and/or patching of asphalt concrete pavement with premix, pavement markings, seal coating of oxidized pavement, litter and trash removal, repair of the surface/base of damaged pavement presenting a safety hazard, cracking and/or buckling of sidewalk, Homeless Encampment cleanup of any material that will generally fit in 50-gallon bags, and landscape. The repairs or maintenance performed by the Local Agency shall not compromise the safety and structural stability of the State facilities.

- o. Provide landscape maintenance of all features within the defined areas of the Local Agency's responsibility, see Exhibit B, in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses, and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning, and replanting, as required to maintain the landscaping and the irrigation installed as part of the Project, including all testing, adjusting, repairing, and operation of the irrigation system, and shall furnish all electrical power and water to operate the irrigation system, at its sole expense.
- p. Be responsible for the maintenance of the Local Agency's Intelligent Transportation System (ITS) including the Local Agency's fiber optic traffic signal interconnection located along the northbound frontage road between Elwood Street and Van Buren Street, and along Yuma Road from the southbound frontage road east to the entrance to the Canyon Trails shopping center, and maintenance of electrical power for the traffic signals at Lilac Street/Canyon Trails Boulevard, Yuma Road, Lower Buckeye Road and Elwood Street, maintenance includes but is not limited to, replacement and/or repair of all damaged traffic signal equipment, including knockdowns, and maintenance of the traffic signal equipment. Assume traffic signal timing and operations.
- q. Be responsible for the maintenance and electrical power for the roadway and underdeck lighting along Lilac Street/Canyon Trails Boulevard, Yuma Road, Lower Buckeye Road, and Broadway Road, maintenance includes but is not limited to, replacement and/or repair of all damaged roadway lighting equipment, including knockdowns, and maintenance of street and underdeck lighting.
- r. Furnish and install necessary water services from the water mains to the State's point of connection (POC) within the State's right of way, at the State's expense. The Local Agency agrees to provide all necessary water main lines required to bring the water to a point adjacent to where the water meters shall be located for the ADOT and Local Agency irrigation services at their own cost.
- s. Furnish all potable water at the design pressures stated in the design plans, to the maximum extent possible for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape located within the defined areas of the Local Agency's responsibility as set forth in Exhibit B, at Local Agency's expense.
- t. If reclaimed or remediate water is to be used in the future, agree to bear all costs of switching over the water lines for reclaimed and/or remediated water in the future for the landscaping. When the water lines switch over to reclaimed or remediated water, the water pressure range and volume will be consistent with the design parameters required for the landscaping. Reclaimed and/or remediated water shall be treated as required to ensure horticultural suitability as determined by the State.
- u. If reclaimed or remediate water is to be used in the future, be responsible for all associated costs to incorporate the reclaimed and remediated water for the Project. Be responsible for operation and maintenance costs of the reclaimed and remediated water system which includes but not limited to; booster-pumps, filters, and other

reclaimed/remediated features. Be responsible for repairing any disturbance of existing landscaping including but not limited to vegetation, decomposed granite, rock mulch, landform graphics and existing irrigation.

- v. At the conclusion of the contractor's maintenance and warranty period, referred to in the construction contract as the Landscape Establishment Phase, assume responsibility for maintenance of landscaping, landform graphics, decomposed granite and/or seeding including all testing adjusting repairing and operation of the irrigation system in areas designated for the Local Agency, as shown in Exhibit B. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticulture practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying pesticides to combat diseases and other pests, erosion repairs, pruning and replanting as required to maintain the landscaping.
- w. Assume responsibility of paying for the irrigation system electrical power necessary to operate the City's irrigation controllers and if applicable any booster pumps within the defined areas of the Local Agency's responsibility as set forth in Exhibit B for all time periods.
- x. Waive the requirements of A.R.S. § 28-7209.
- y. After final acceptance of the Project by the State and approval by Resolution of the State Transportation Board, accept jurisdiction, and maintenance responsibilities of the area depicted in Exhibit C.
- z. Comply with the latest edition Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA) and adopted by ADOT, as per A.R.S. § 28-641, when performing any work under this Agreement. Traffic Control plans will be processed through the State's Central District Permits Office.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to this Agreement will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs for the Local Project incurred by the State up to the time of the termination. It is further

understood and agreed that in the event the State terminates this Agreement, the State shall in no way be obligated to complete or maintain the Local Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress 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 except for the repayment to the Local Agency for any funding the Local Agency paid for the Local Project improvements not completed. The repayment obligations hereunder shall survive the termination of this Agreement.
8. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by the FHWA, as applicable.
9. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency shall provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
10. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
11. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

12. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records generated by the Local Agency relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
13. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act of 1964.
14. Non-Discrimination. 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, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
15. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available, except for the repayment to the Local Agency for any funding the Local Agency paid for the Local Project improvements not completed. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph. The repayment obligations hereunder shall survive the termination of this Agreement.
16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
18. Contractor Certifications. The State shall certify that all contractors comply with the applicable requirements of A.R.S. §§35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
 Joint Project Agreement Section
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, AZ 85007
JPABranch@azdot.gov

City of Goodyear
 City Manager
 1900 N. Civic Square
 Goodyear, AZ 85395
wynette.reed@goodyearaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Goodyear
Hugh Bigalk, PE
1900 N. Civic Square
Goodyear, AZ 85395
hugh.bigalk@goodyearaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Goodyear
City Attorney
1900 N. Civic Square
Goodyear, AZ 85395
roric.massey@goodyearaz.gov

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
23. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

Reminder of this page is intentionally left blank

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF GOODYEAR

By _____ Date _____
JOE PIZZILLO
Mayor

ATTEST:

By _____ Date _____
JASMINE PERNICANO
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GOODYEAR, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

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

By _____ Date _____
City Attorney

ATTEST:

By _____ Date _____
JASMINE PERNICANO
City Clerk

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
AUDRA MERRICK, PE
Infrastructure Delivery and Operations Division
Division Director

This Agreement between public agencies, the State of Arizona and the City of Goodyear, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, 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.

By _____ Date _____
Assistant Attorney General

EXHIBIT A
Cost Estimate

H6870 01D/01C

The Project costs are estimated as follows:

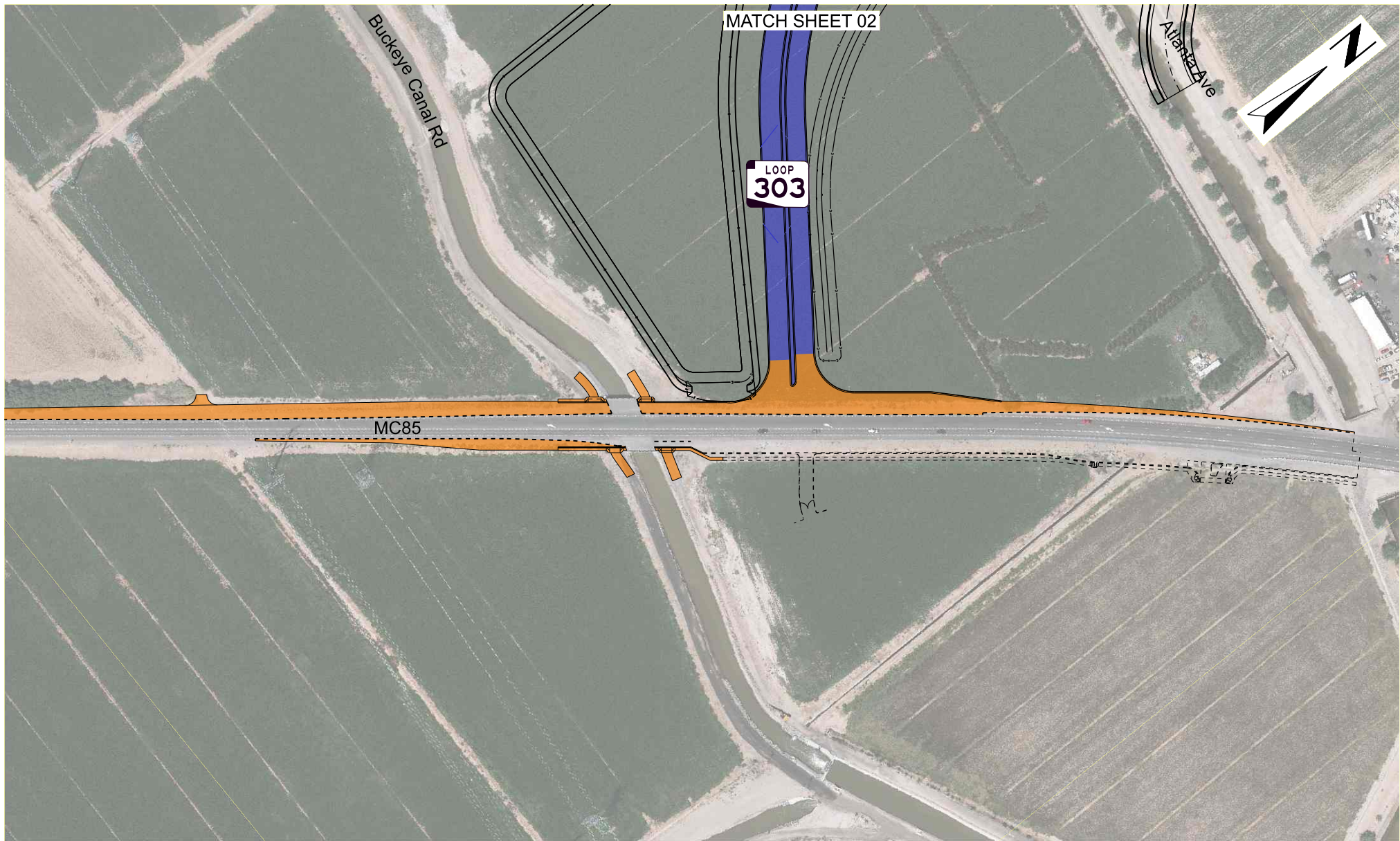
Scoping/Design:

Local Agency's costs @ 100%	<u>\$ 9,403</u>
Subtotal – Scoping/Design	\$ 9,403

Construction:*

Local Agency's costs @ 100%	<u>\$ 2,180,886</u>
Subtotal – Construction	\$ 2,180,886
Estimated TOTAL Project Cost	\$ 2,190,289

* (Includes a minimum 15% construction engineering (CE), 5% Project contingencies, and 7.9% indirect cost allocation plan (ICAP))

**LEGEND:**

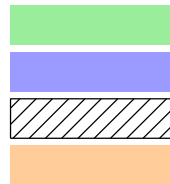
Goodyear Maintenance

ADOT Maintenance

ADOT SR303L Bridge Maintenance

County Maintenance

NOTE:
ADOT to Structurally Maintain PCCP and SR303L Bridges



**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

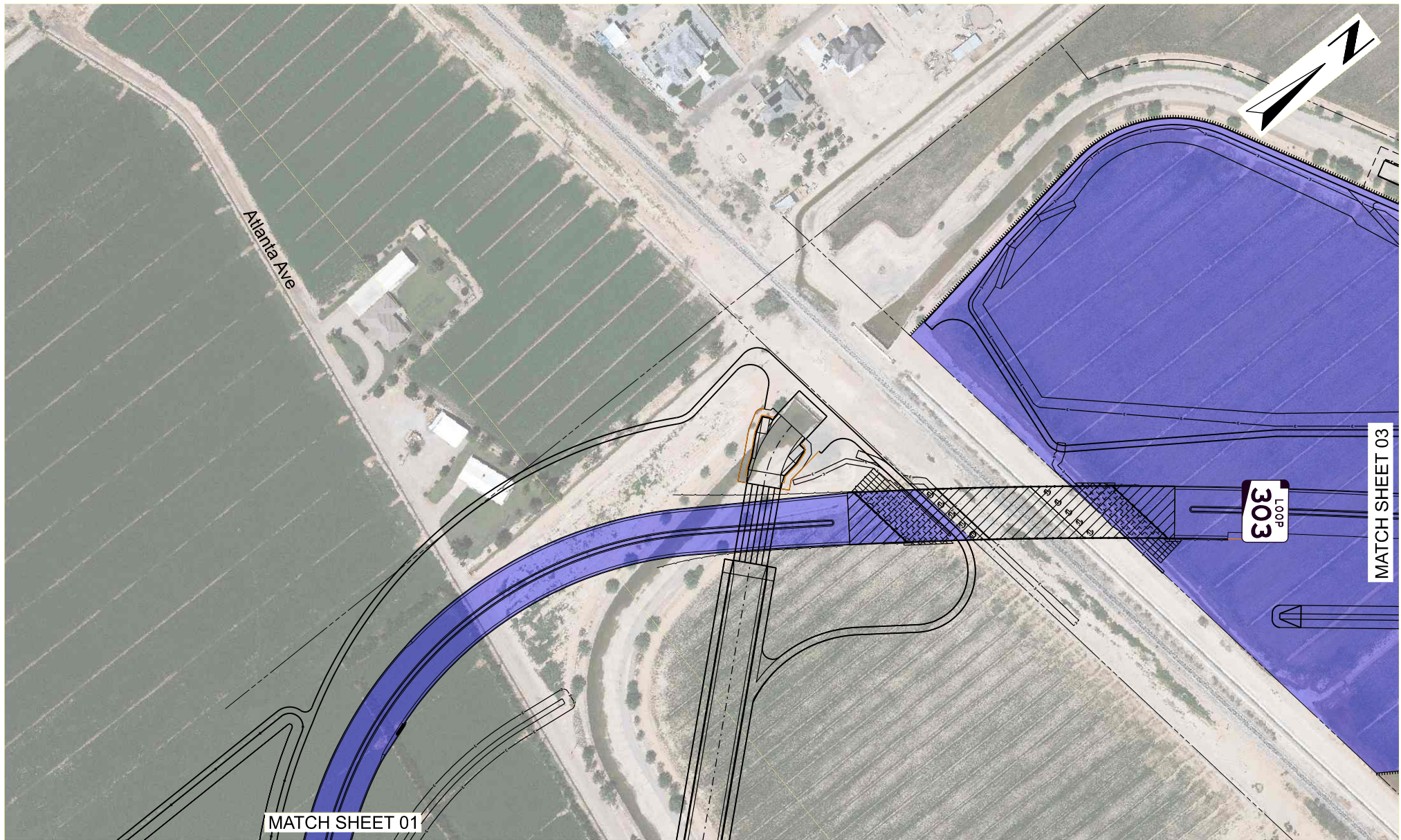
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: MC85



DATE: 03/12/2024

SHEET: 01 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

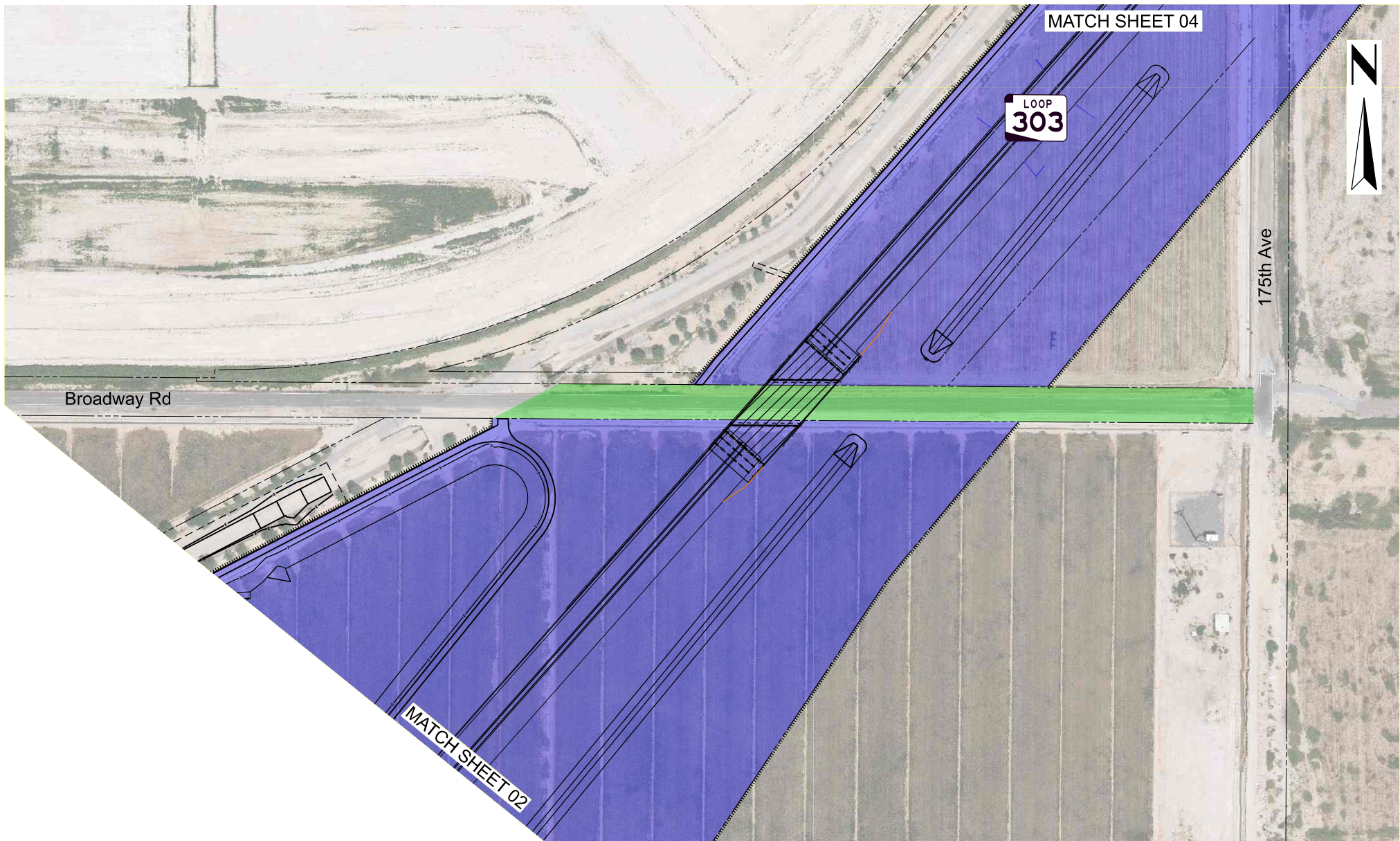
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: SR303L



DATE: 03/12/2024

SHEET: 02 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:
ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

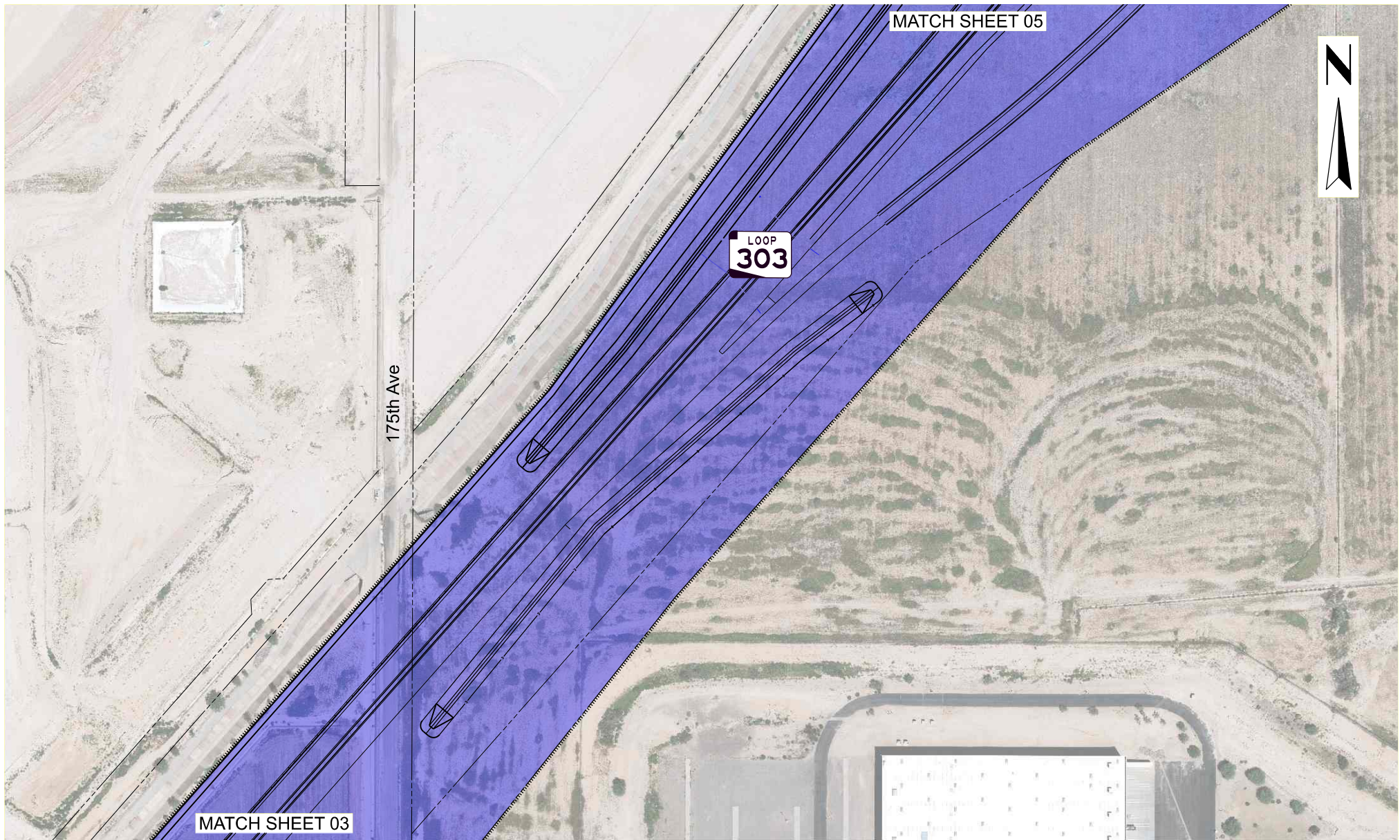
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: SR303L



DATE: 03/12/2024

SHEET: 03 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

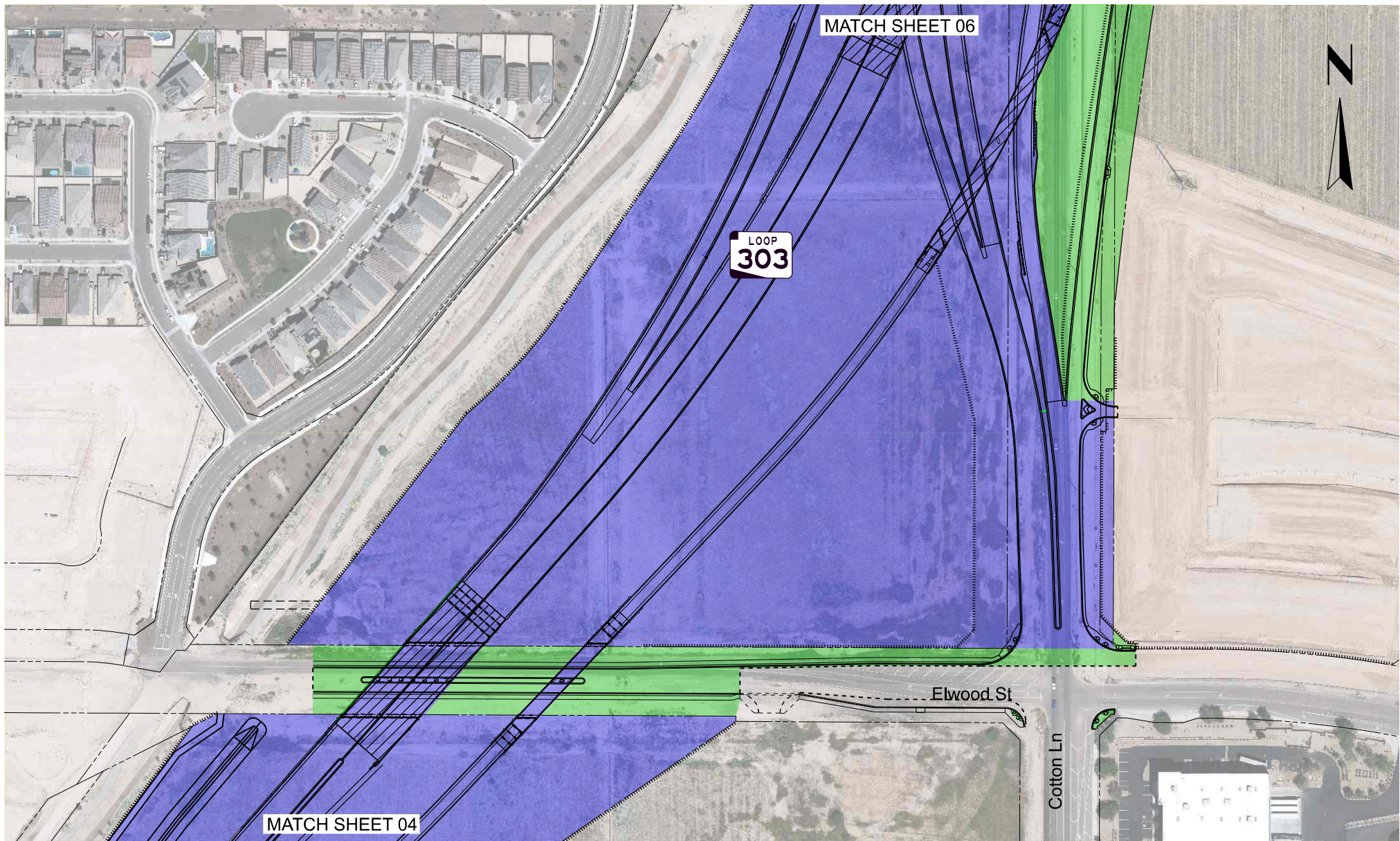
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: SR303L



DATE: 03/12/2024

SHEET: 04 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

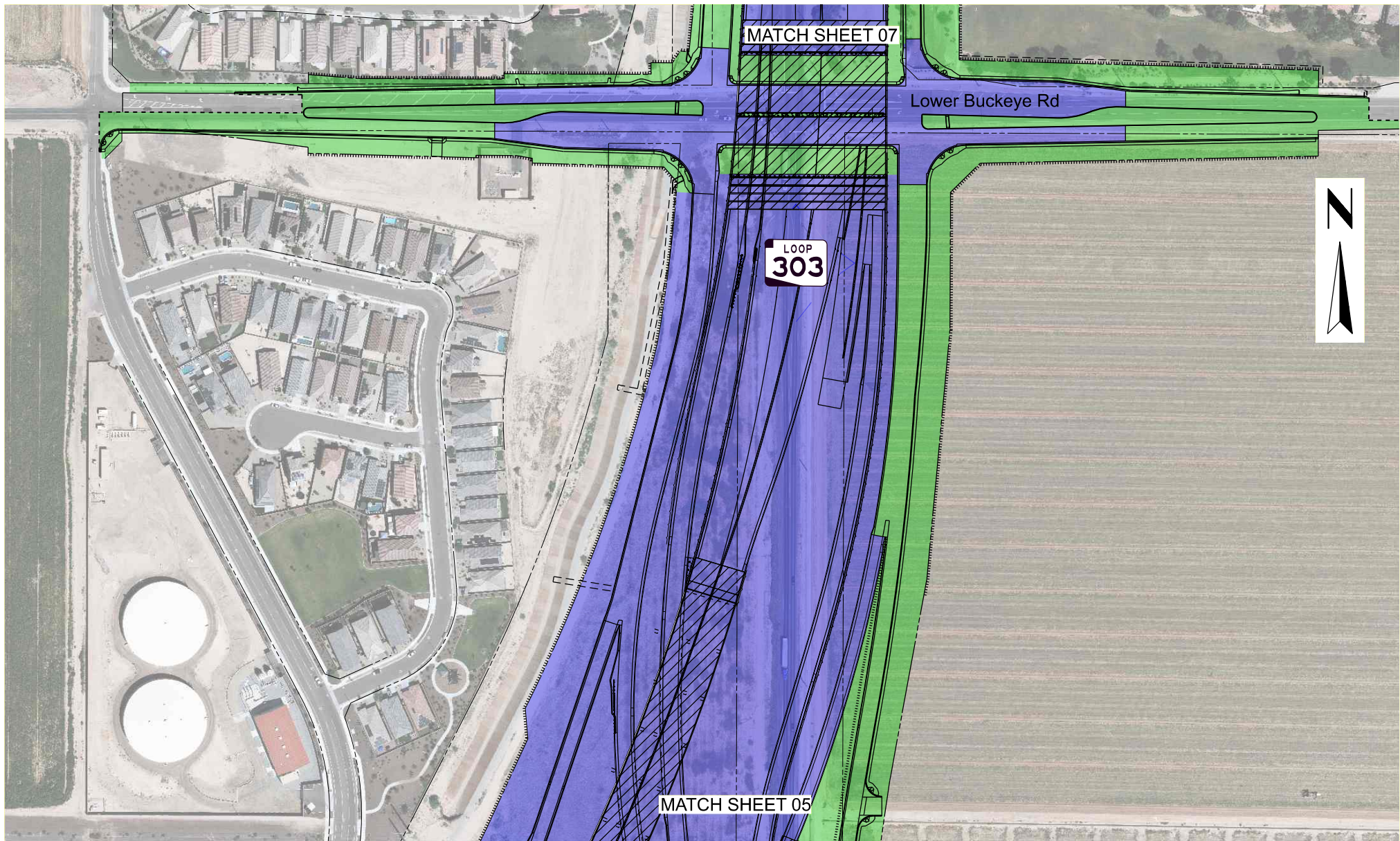
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Elwood Street & Frontage Roads



DATE: 03/12/2024

SHEET: 05 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Lower Buckeye Road & Frontage Roads



DATE: 03/12/2024

SHEET: 06 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

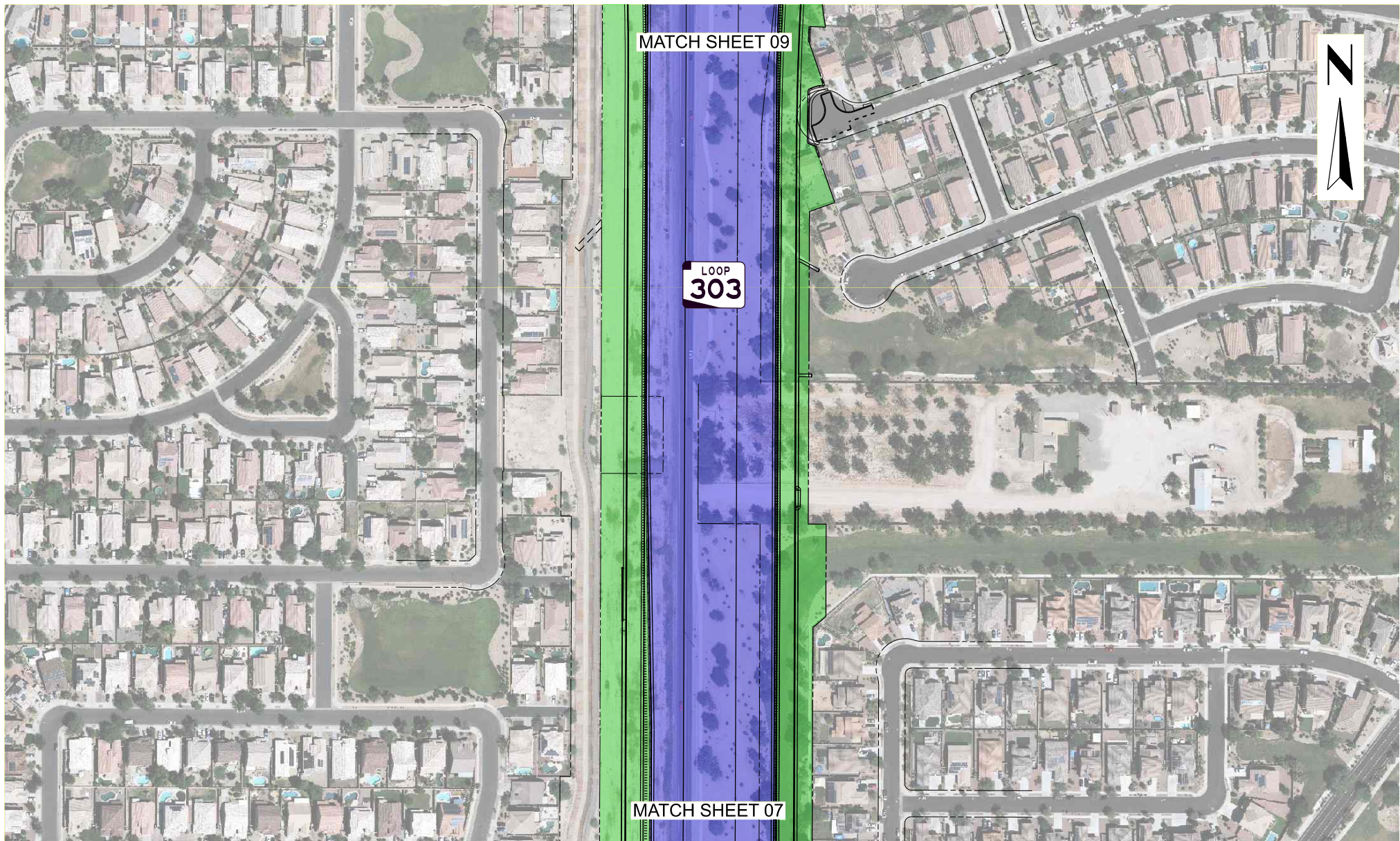
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Frontage Roads North of Lower Buckeye Road



DATE: 03/12/2024

SHEET: 07 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

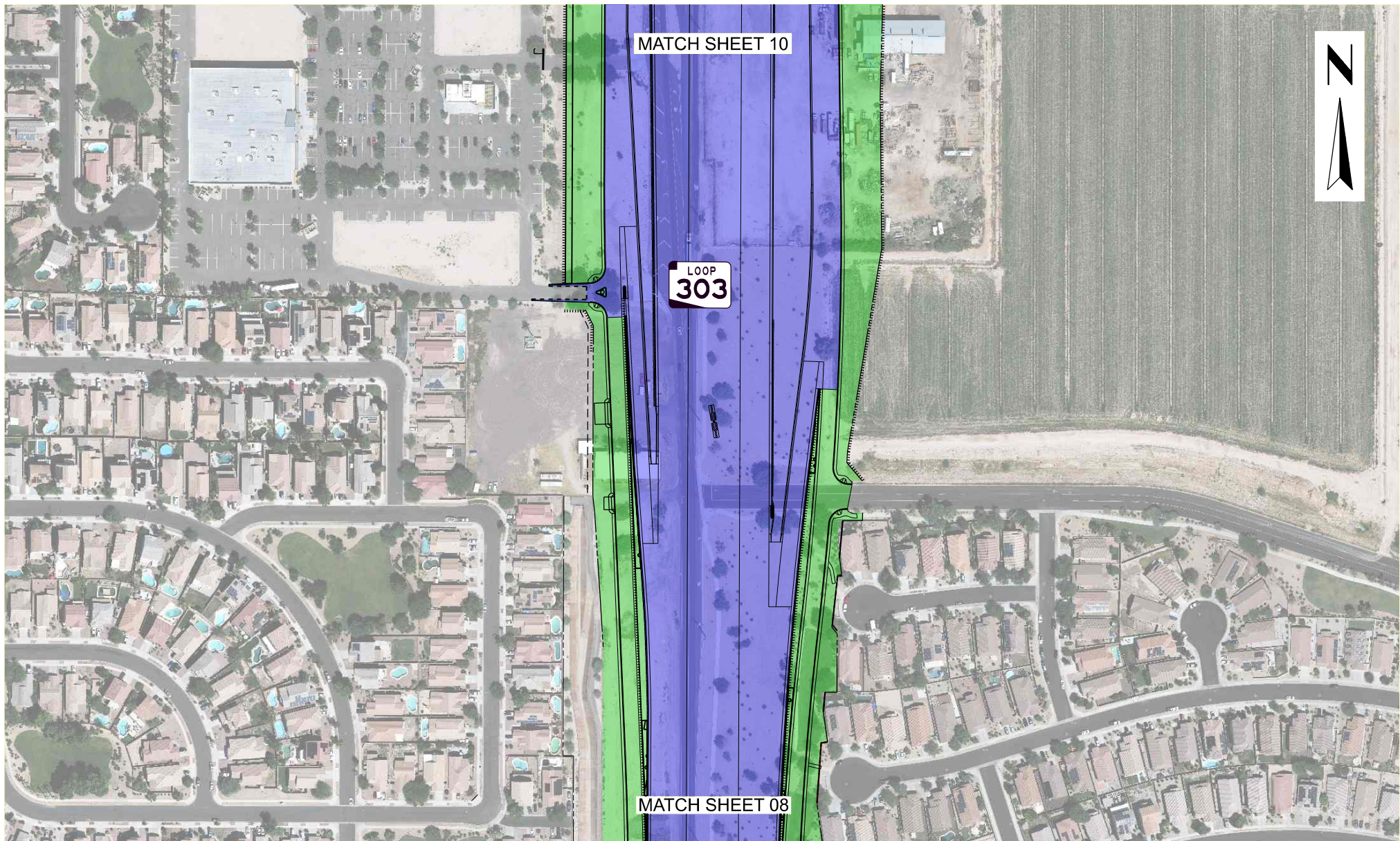
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Frontage Roads North of Lower Buckeye Road



DATE: 03/12/2024

SHEET: 08 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT

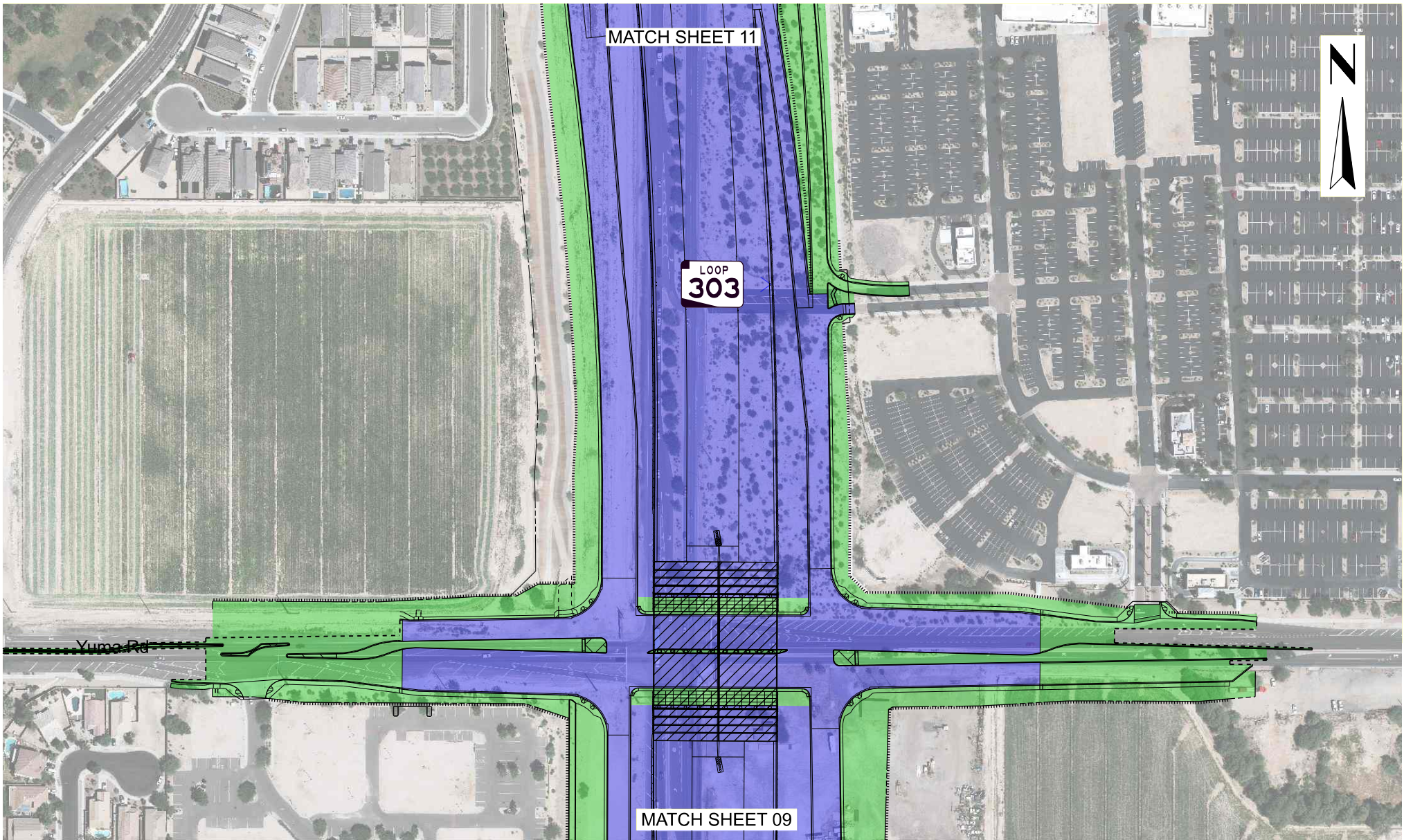
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Frontage Roads South of Yuma Road



DATE: 08/21/2024

SHEET: 09 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



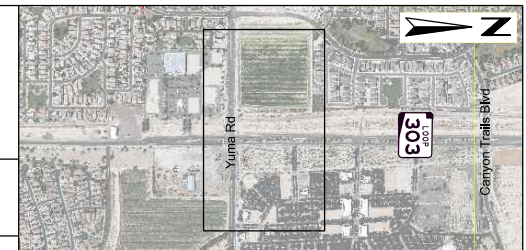
NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Frontage Roads & Yuma Road



DATE: 08/21/2024

SHEET: 10 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

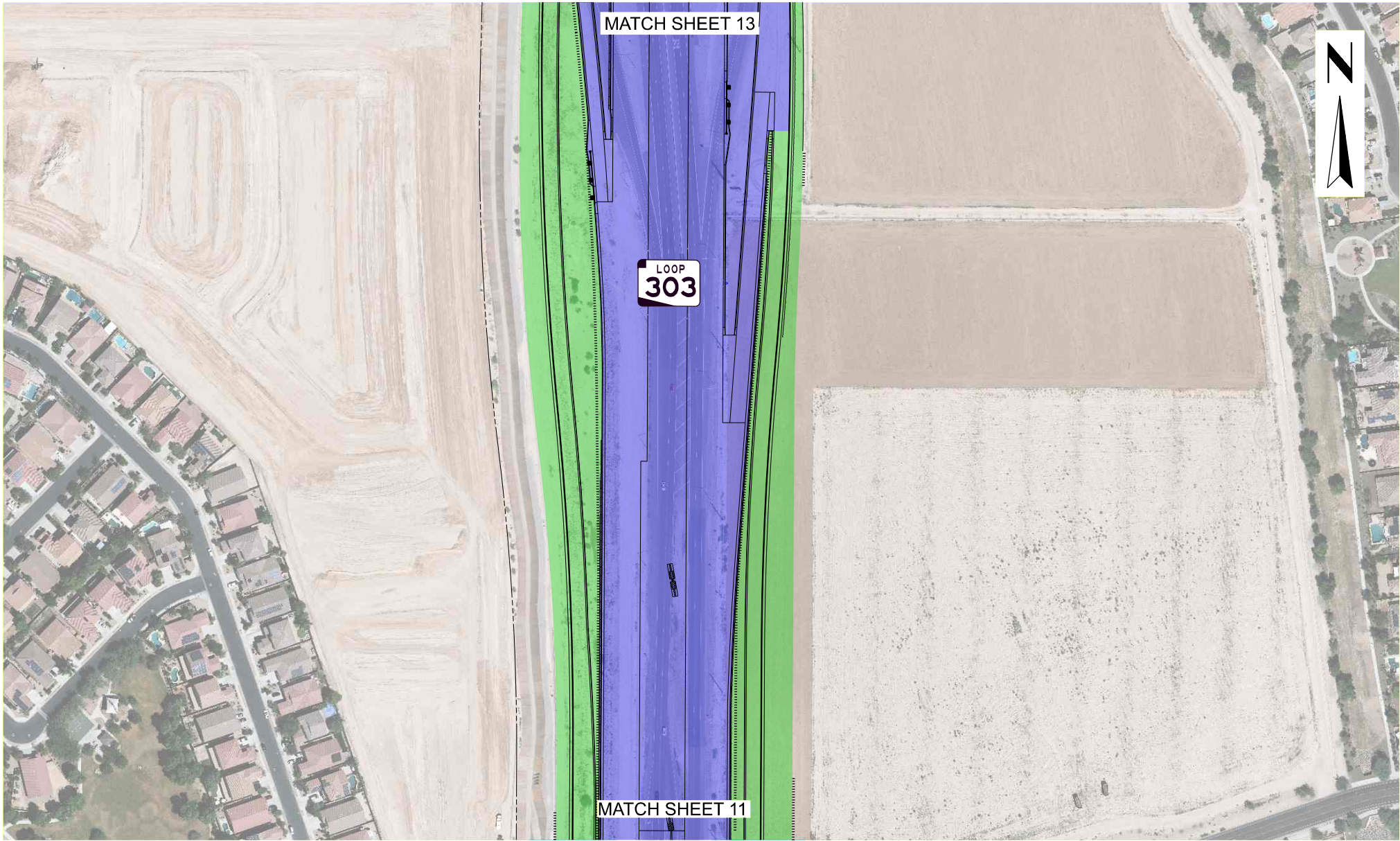
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Frontage Roads & Canyon Trails Blvd



DATE: 08/21/2024

SHEET: 11 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

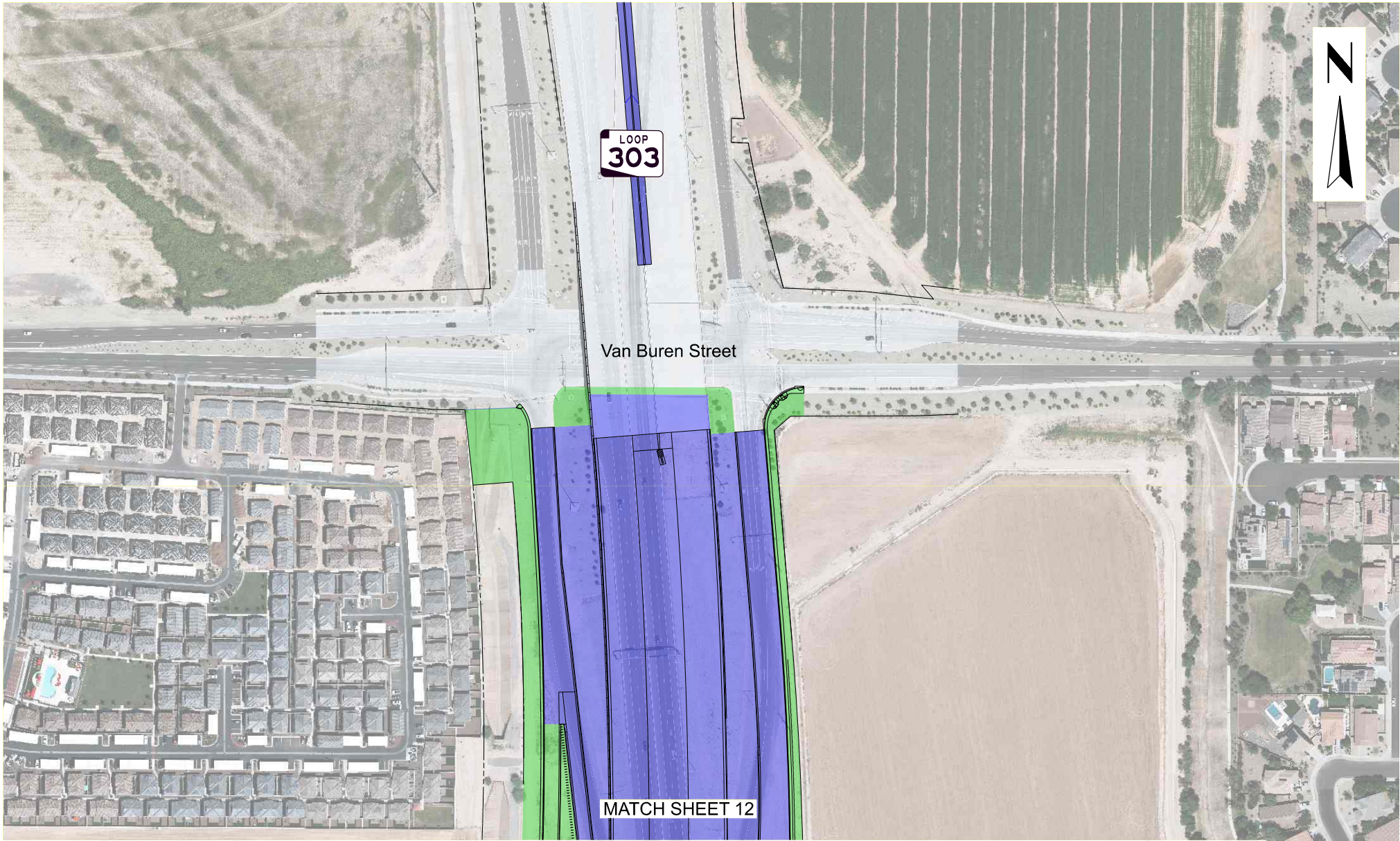
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Frontage Roads South of Van Buren Street



DATE: 08/21/2024

SHEET: 12 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

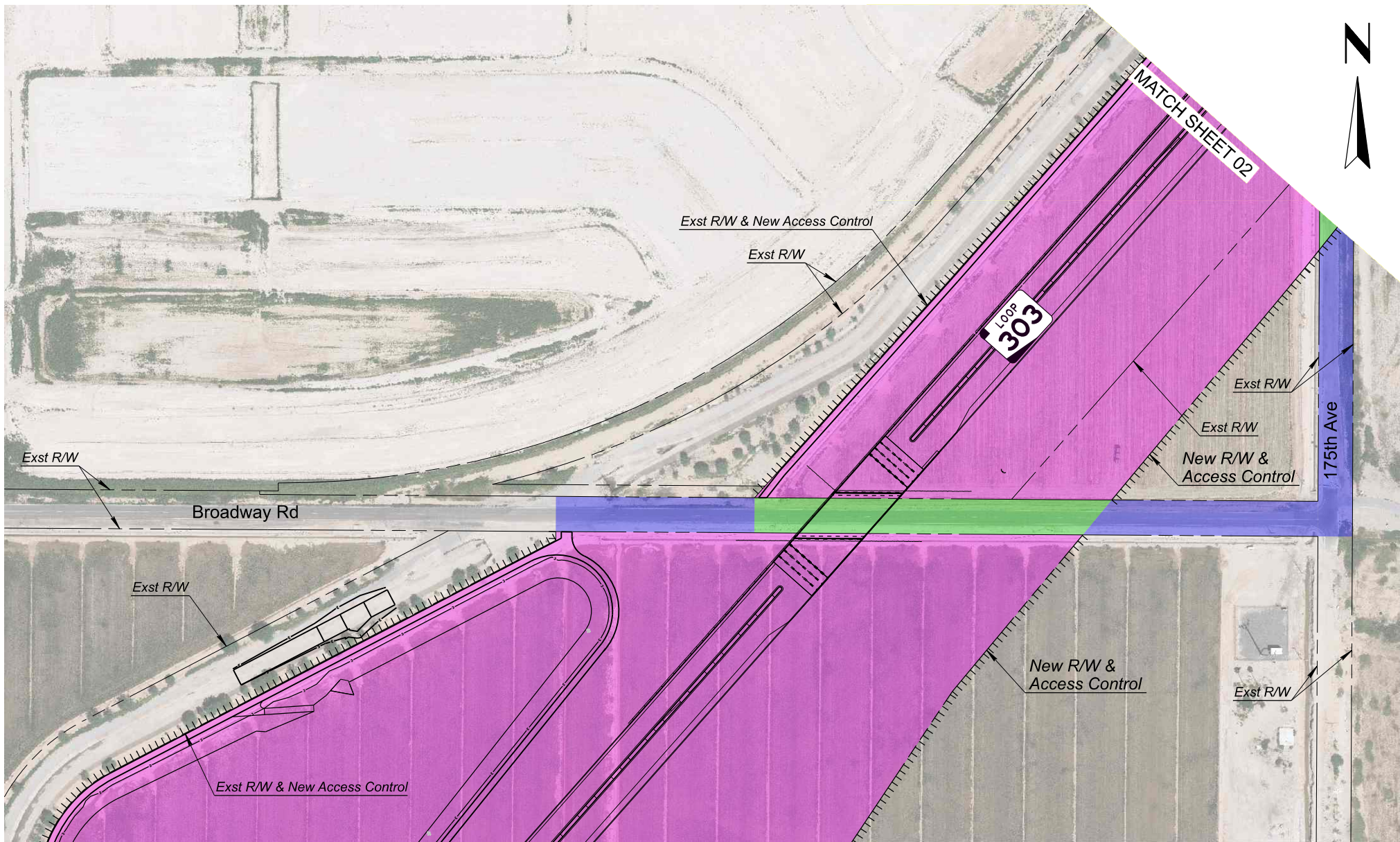
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Van Buren Street & Frontage Roads



DATE: 08/21/2024

SHEET: 13 OF 13

**LEGEND:**

New R/W to be acquired in fee by ADOT and retained by ADOT after completion of construction



Existing City R/W to be utilized by ADOT during construction



R/W area to be acquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction



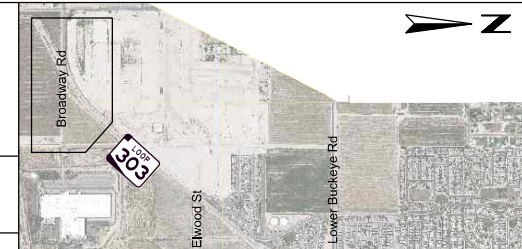
New R/W to be acquired in fee by ADOT and then abandoned to the City after completion of construction



ADOT / CITY OF GOODYEAR INTERGOVERNMENTAL AGREEMENT

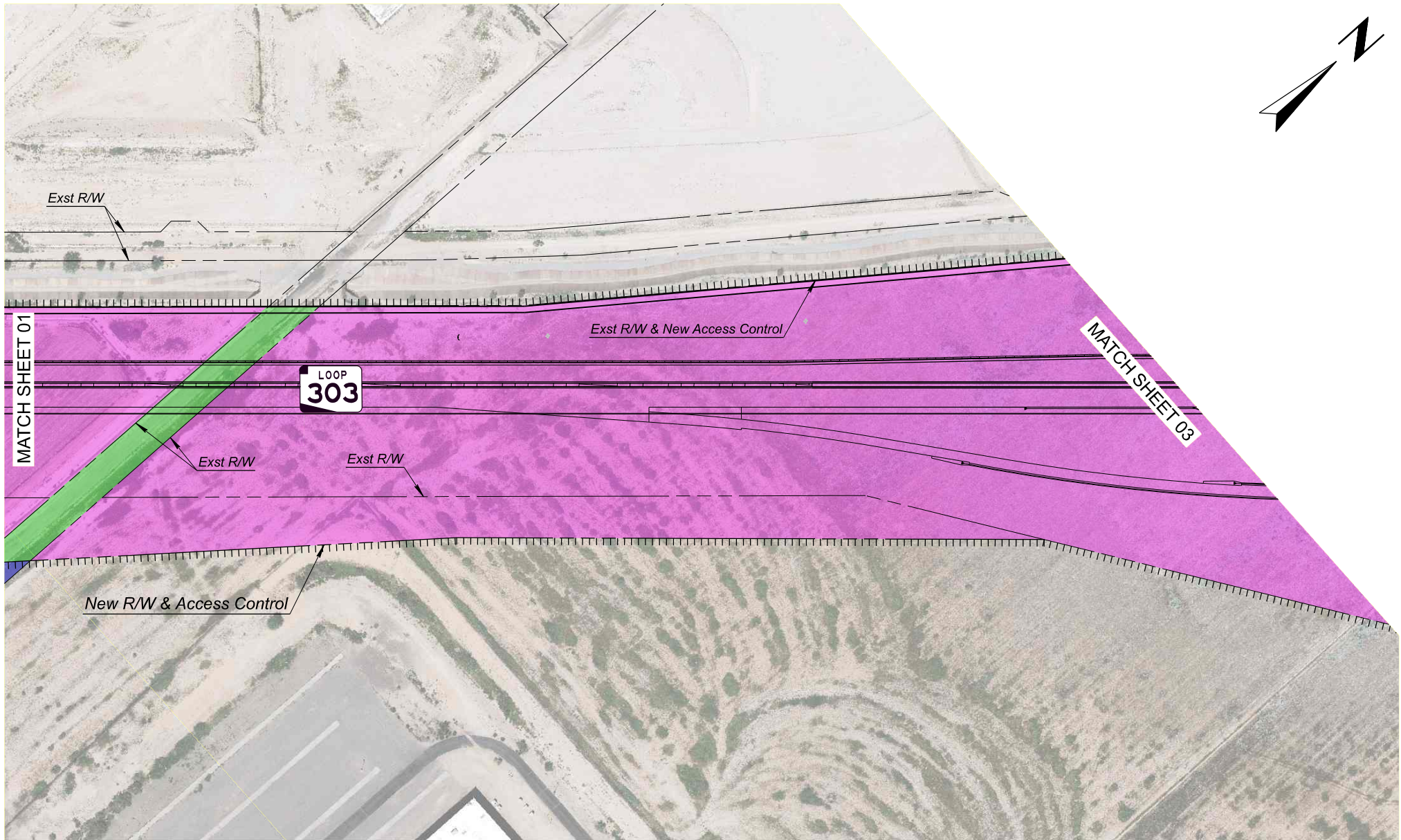
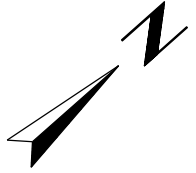
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Broadway Road



DATE: 08/29/2024

SHEET: 01 OF 09



LEGEND:

New R/W to be acquired in fee by ADOT and retained by ADOT after completion of construction



Existing City R/W to be utilized by ADOT during construction



R/W area to be acquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction



New R/W to be acquired in fee by ADOT and then abandoned to the City after completion of construction



**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

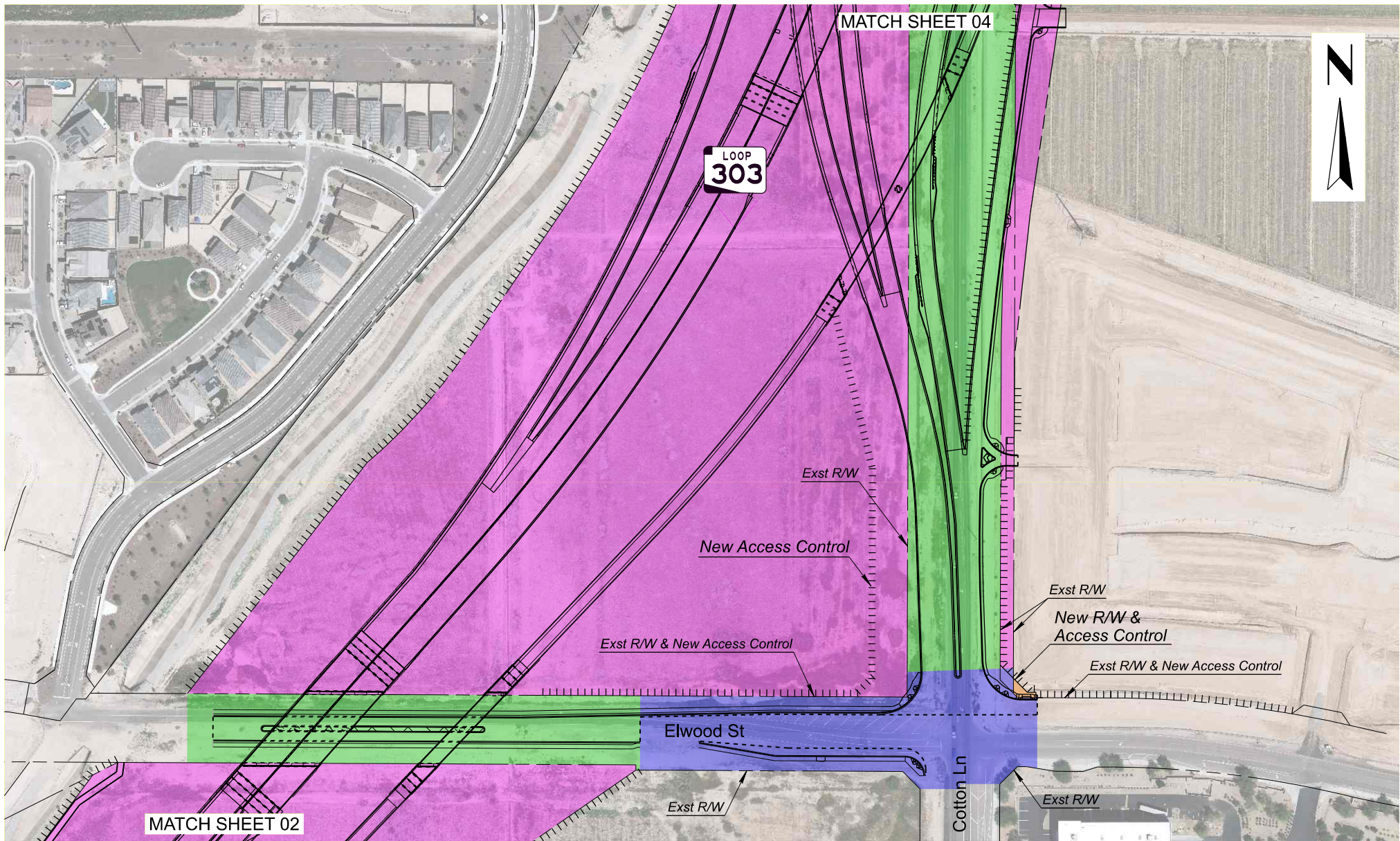
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: SR303L



DATE: 08/29/2024

SHEET: 02 OF 09



LEGEND:

New R/W to be aquired in fee by ADOT and retained by ADOT after completion of construction



Existing City R/W to be utilized by ADOT during construction



R/W area to be aquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction



New R/W to be aquired in fee by ADOT and then abandoned to the City after completion of construction



ADOT / CITY OF GOODYEAR INTERGOVERNMENTAL AGREEMENT

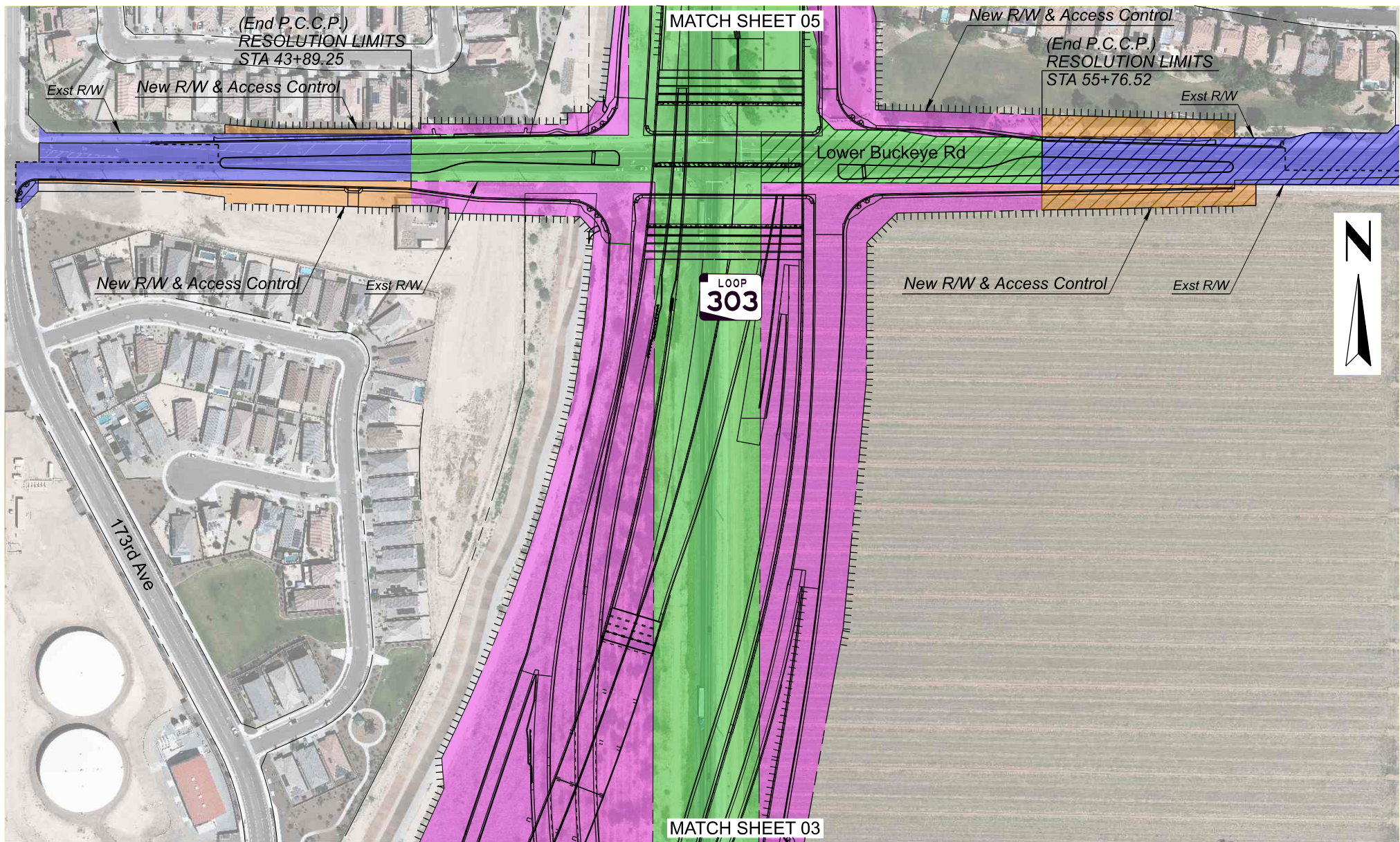
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Elwood Street



DATE: 08/29/2024

SHEET: 03 OF 09



LEGEND:

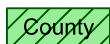
New R/W to be aquired in fee by ADOT and retained by ADOT after completion of construction



Existing City R/W to be utilized by ADOT during construction



R/W area to be aquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction



New R/W to be aquired in fee by ADOT and then abandoned to the City after completion of construction



**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

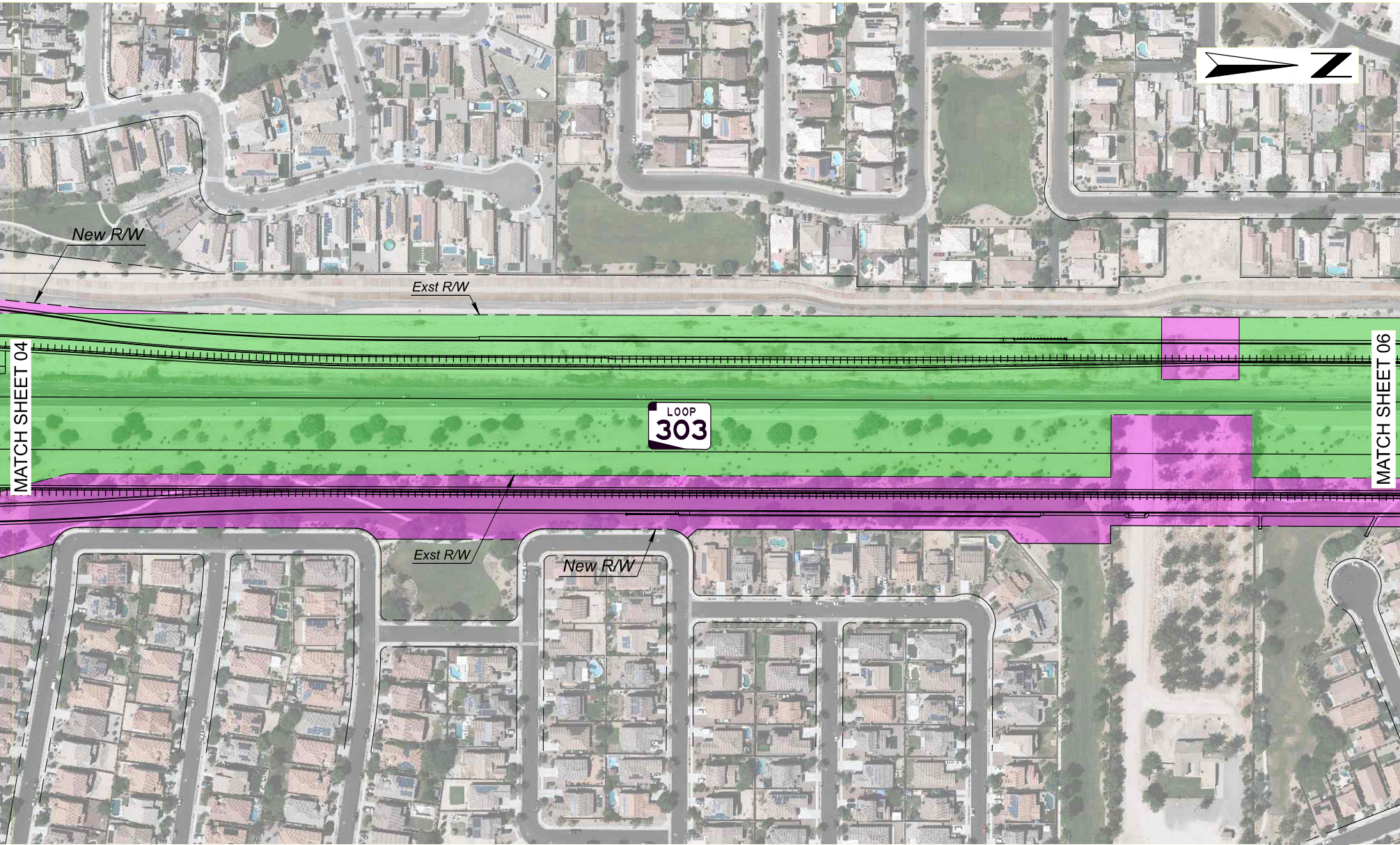
SEGMENT: SR303L Estrella Freeway (Phase I)

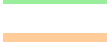
LOCATION: Lower Buckeye Road



DATE: 08/29/2024

SHEET: 04 OF 09

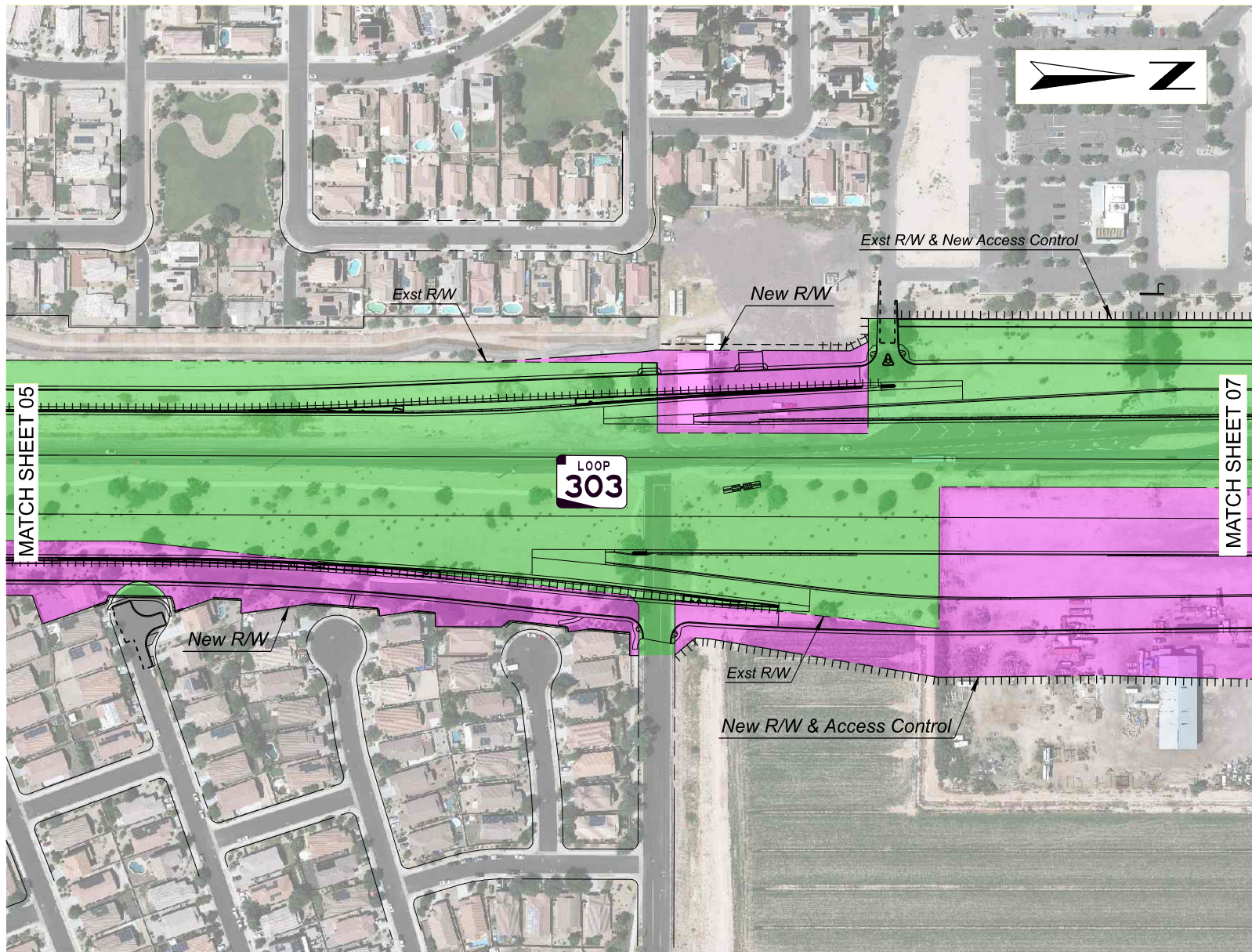


LEGEND:	
New R/W to be acquired in fee by ADOT and retained by ADOT after completion of construction	
Existing City R/W to be utilized by ADOT during construction	
R/W area to be acquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction	
New R/W to be acquired in fee by ADOT and then abandoned to the City after completion of construction	

ADOT / CITY OF GOODYEAR INTERGOVERNMENTAL AGREEMENT	
SEGMENT:	SR303L Estrella Freeway (Phase I)
LOCATION:	SR303L



DATE: 08/29/2024	SHEET: 05 OF 09
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LEGEND:

New R/W to be acquired in fee by ADOT and retained by ADOT after completion of construction



Existing City R/W to be utilized by ADOT during construction



R/W area to be acquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction



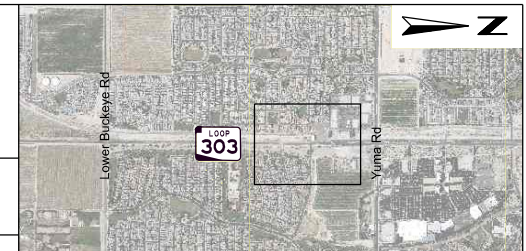
New R/W to be acquired in fee by ADOT and then abandoned to the City after completion of construction



**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

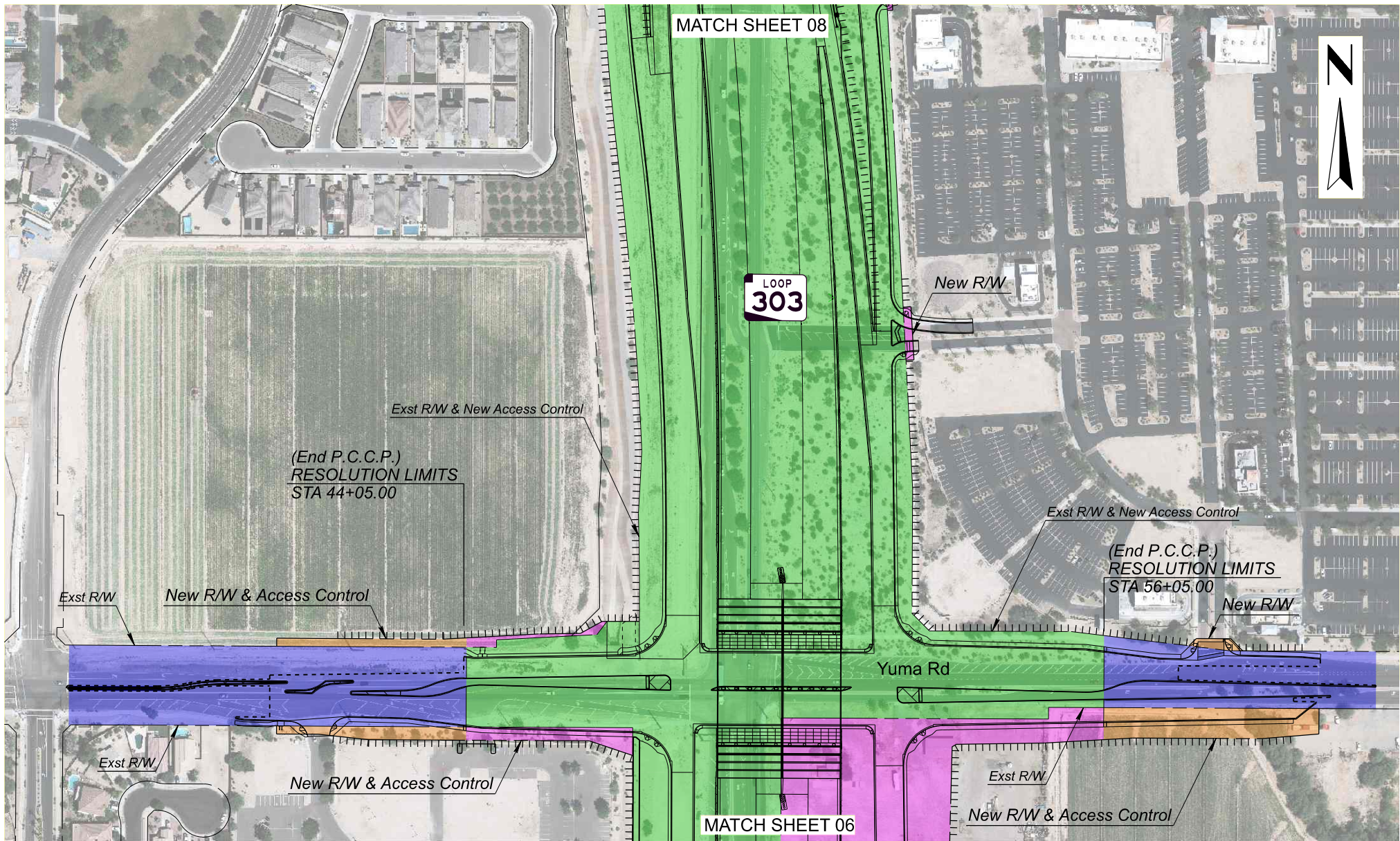
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: SR303L



DATE: 08/29/2024

SHEET: 06 OF 09



LEGEND:

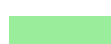
New R/W to be acquired in fee by ADOT and retained by ADOT after completion of construction



Existing City R/W to be utilized by ADOT during construction



R/W area to be acquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction



New R/W to be acquired in fee by ADOT and then abandoned to the City after completion of construction



**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

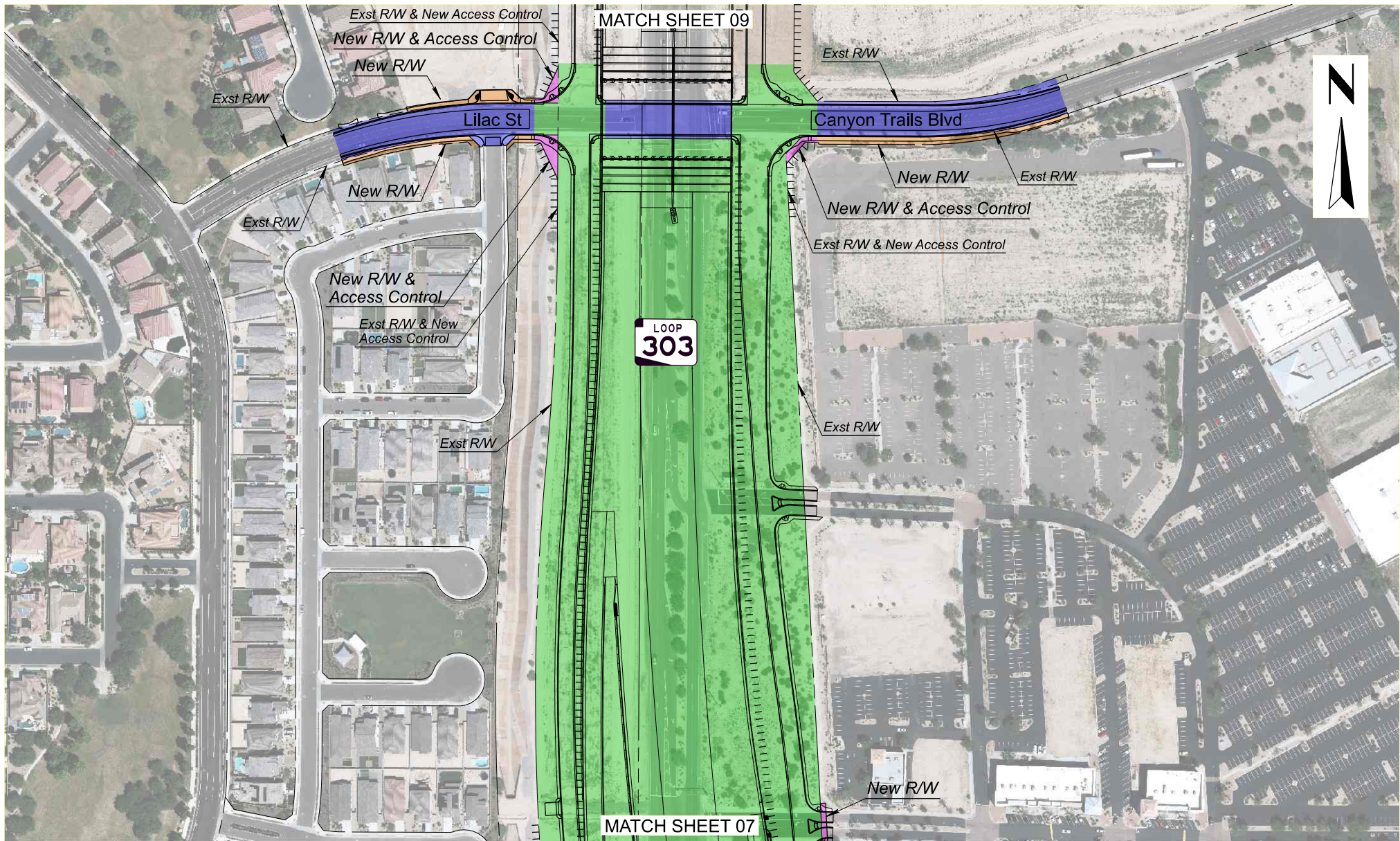
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Yuma Road



DATE: 08/29/2024

SHEET: 07 OF 09



LEGEND:

New R/W to be aquired in fee by ADOT and retained by ADOT after completion of construction



Existing City R/W to be utilized by ADOT during construction



R/W area to be aquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction



New R/W to be aquired in fee by ADOT and then abandoned to the City after completion of construction



ADOT / CITY OF GOODYEAR INTERGOVERNMENTAL AGREEMENT

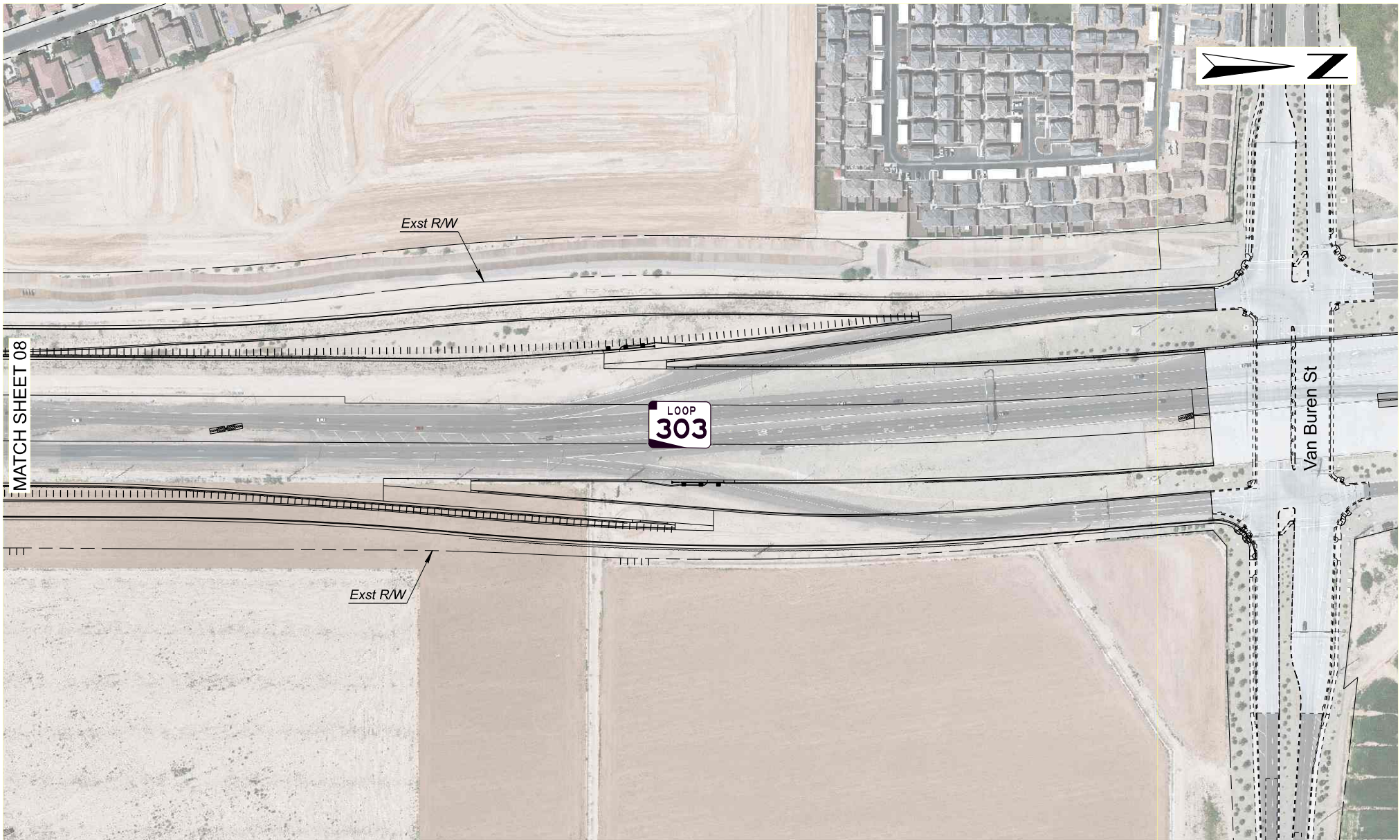
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Lilac St / Canyon Trails Blvd



DATE: 08/29/2024

SHEET: 08 OF 09



LEGEND: New R/W to be acquired in fee by ADOT and retained by ADOT after completion of construction Existing City R/W to be utilized by ADOT during construction R/W area to be acquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction New R/W to be acquired in fee by ADOT and then abandoned to the City after completion of construction	ADOT / CITY OF GOODYEAR INTERGOVERNMENTAL AGREEMENT SEGMENT: SR303L Estrella Freeway (Phase I) LOCATION: SR303L	 DATE: 08/29/2024 SHEET: 09 OF 09
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