

THE FOLLOWING IS COST RECAP FOR SS48401C/01D

SS48401C		Invoice	Invoice	Invoice	Date
	<u>Date</u>	<u>Number</u>	<u>Amount</u>		<u>Paid</u>
	3/12/2004	031204	\$ 693,800.00		4/25/2004
	4/26/2007	27101	\$ 182,448.07		5/22/2007
	8/10/2007	28013	\$ 311,854.52		
REVISED	12/14/2012	28013		<u>37,192.84</u>	
		Total	\$ 1,225,295.43		

SS48401D		Invoice	Invoice	Invoice	Date
	<u>Date</u>	<u>Number</u>	<u>Amount</u>		<u>Paid</u>
	6/29/2001	D0131	\$ 5,000.00		7/16/2001
	11/13/2003	D0462	\$ 5,422.66		12/16/2003
	8/24/2004	D5012	\$ 13,477.65		10/5/2004
	6/14/2005	D5098	\$ 7,093.90		5/4/2006
	9/14/2007	D8015	\$ 610.01		10/31/2007
		Total	\$ 31,604.22		

Total Project Costs \$ 1,256,899.65

Previous Paid \$ (907,852.29)

Amount owed ADOT \$ 349,047.36



Arizona Department of Transportation

Transportation Services Group

206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janice K. Brewer
Governor

John S. Hallikowski
Director

December 14, 2012

John A. Bogert
Deputy Director for
Operations

Town of Paradise Valley
Capital Projects
6401 E. Lincoln Dr.
Paradise Valley, AZ 85253

RE: PVY-0(001); SS484 01D/01C
Reconstruction & Realignment at Tatum Blvd & MacDonald Dr.
JPA 03-094

Town of Paradise Valley Representative,

The final voucher on the above project has been written and will now be submitted to FHWA.

The following is the final cost analysis:

Total Project Cost	\$3,056,899.65
Federal Funds	<u>(\$1,800,000.00)</u>
Total Town of Paradise Valley Portion	\$1,256,899.65
Total Town of Paradise Valley Payments	<u>(\$907,852.29)</u>
Amount Owed by Town of Paradise Valley	<u><u>\$349,047.36</u></u>

As indicated, the Town of Paradise Valley should now remit \$349,047.36 to Mary Cooper in Project Reconciliation, Mail Drop 204B, at the above address.

If you need any further assistance please contact Mary Cooper at (602) 712-6638 or by email at mcooper@azdot.gov.

Sincerely,

Winifred Gettings
Cost Accounting Administrator

PROJECT COST RECAP SS484 01D/01C

Town of Paradise Valley Total Project Cost

Preliminary Engineering \$31,604.22

Construction Costs \$3,025,295.43

Total Project Cost \$3,056,899.65

Less Federal (capped) (\$1,800,000.00)

Total Town of Paradise Valley Portion \$1,256,899.65

Total Town of Paradise Valley Payments (\$907,852.29)

Amount Owed by Town of Paradise Valley \$349,047.36

ARIZONA DEPARTMENT OF TRANSPORTATION
CONTRACT ACCOUNTING - 204B
206 SOUTH 17TH AVENUE
PHOENIX, ARIZONA 85007
(602) 712- 6638
August 10, 2007

INVOICE# 28013
REVISED 12/14/12

TOWN OF PARADISE VALLEY
ATTN: BOB CICCARELLI
CAPITAL PROJECTS
6401 E. LINCOLN DR.
PARADISE VALLEY, AZ 85253 - 4399

DESCRIPTION	AMOUNT
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RE:

ECS FILE NO.: JPA 03 - 094
TRACS NO.: SS48401C
SECTION: RECONSTRUCT & REALIGNMENT AT TATUM
BLVD & MACDONALD DR.

THE FOLLOWING IS THE FINAL COST ANALYSIS:

TOTAL PROJECT COST	\$ 3,056,899.65
FEDERAL FUNDS	\$ <u>(1,800,000.00)</u>
TOTAL TOWN OF PARADISE VALLEY PORTION	\$ 1,256,899.65
TOTAL TOWN OF PARADISE VALLEY PAYMENTS	\$ <u>(907,852.29)</u>
AMOUNT OWED BY TOWN OF PARADISE VALLEY	\$ <u><u>349,047.36</u></u>

SEE ATTACHED RECAP

AMOUNT DUE: \$ 349,047.36

PLEASE REMIT PAYMENT WITHIN 30 DAYS OF RECEIPT



Arizona Department of Transportation

Division of Highways

Agreement Estimate & Transmittal Sheet
(Money Summary of Progress & Final Payment Report)

Org: 4020
 Tracs No: SS48401C
 Federal No: CM PVY-0(001)A
 Description: TATUM BLVD/MCDONALD DR NTRRCT
 Contractor: ARCHON, INC.
 Phase 01 days: 272
 Phase 02 days: 90

Estimate No. 15F
 Month: May 2012

Contract Amount: \$2,311,000.00
 Date Started: 2/23/2005
 Date Completed: 11/23/2005
 Engineer: Don Park
 Percent Complete: 106
 Percent Time Used: 90
 Percent Time Used: 100

Section	Rdwy Sm Str	Str Over 20 Ft	Total	Force Acct	Total	Notations
1 FA 7	2,660,068.65		2,660,068.65		2,660,068.65	STREET IMPROVEMENTS
Accumulated	2,660,068.65	0.00	2,660,068.65	0.00	2,660,068.65	
Previous	2,660,068.65	0.00	2,660,068.65	0.00	2,660,068.65	
Current	0.00	0.00	0.00	0.00	0.00	
Accumulated	0.00	0.00	0.00	0.00	0.00	
Previous	0.00	0.00	0.00	0.00	0.00	
Current	0.00	0.00	0.00	0.00	0.00	
Accumulated	2,660,068.65	0.00	2,660,068.65	0.00	2,660,068.65	
Previous	2,660,068.65	0.00	2,660,068.65	0.00	2,660,068.65	
Current	0.00	0.00	0.00	0.00	0.00	

Summary of Federal Aid Construction

Summary of Non-Federal Aid Construction

Grand Total Construction

Remarks: FINAL ESTIMATE

Date _____ Resident Engineer _____ Date _____ Field Reports _____

SS48401C

	<u>BUDGET</u>	<u>EXPENDED</u>	<u>DIFFERENCE</u>
Construction	2,311,000.00	2,660,068.65	349,068.65
Other Construction	0.00	5,277.86	5,277.86
Contingency	115,550.00	0.00	-115,550.00
CE	323,540.00	358,856.12	35,316.12
Post Design	23,110.00	1,092.80	-22,017.20
DPS	0.00	0.00	0.00
Utilities	0.00	0.00	0.00
	<hr/>	<hr/>	
	2,773,200.00	3,025,295.43	
Budget Increase	252,095.43	0.00	
	<hr/>	<hr/>	
	3,025,295.43	3,025,295.43	0.00

ARIZONA DEPARTMENT OF TRANSPORTATION
CONTRACT ACCOUNTING - 204B
206 SOUTH 17TH AVENUE
PHOENIX, ARIZONA 85007
(602) 712- 6638
August 10, 2007

INVOICE# 28013

TOWN OF PARADISE VALLEY
ATTN: BOB CICCARELLI
CAPITAL PROJECTS
6401 E. LINCOLN DR.
PARADISE VALLEY, AZ 85253 - 4399

DESCRIPTION	AMOUNT
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RE:

ECS FILE NO.: JPA 03 - 094
TRACS NO.: SS48401C
SECTION: RECONSTRUCT & REALIGNMENT AT TATUM
BLVD & MACDONALD DR.

THE FOLLOWING IS THE FINAL COST ANALYSIS:

TOTAL PROJECT COST	\$ 2,988,113.85
FEDERAL FUNDS	\$ (1,800,000.00)
INELIGIBLE COST	<u>\$ (11.26)</u>
TOTAL TOWN OF PARADISE VALLEY PORTION	\$ 1,188,102.59
TOTAL TOWN OF PARADISE VALLEY PAYMENTS	<u>\$ (876,248.07)</u>
AMOUNT OWED BY TOWN OF PARADISE VALLEY	<u><u>\$ 311,854.52</u></u>

SEE ATTACHED RECAP

AMOUNT DUE: \$ 311,854.52

PLEASE REMIT PAYMENT WITHIN 30 DAYS OF RECEIPT

Tracs# SS48401C JPA#04-004 City of Paradise Valley

Contractor Payments 550 Report

Date	Vendor Name	Total Amounts
03/10/05	Archon	\$ 94,382.17
04/13/05	Archon	\$ 266,431.53
05/10/05	Archon	\$ 182,971.50
06/06/05	Archon	\$ 353,737.57
07/14/05	Archon	\$ 358,812.22
08/11/05	Archon	\$ 110,808.01
09/15/05	Archon	\$ 308,152.66
10/13/05	Archon	\$ 368,889.77
11/08/05	Archon	\$ 167,334.65
06/25/07	United Fire & Casualty	\$ 305,350.17
06/26/07	United Fire & Casualty	\$ 95,869.53
Total		<u>\$ 2,612,739.78</u>
Construction Engineering		\$ 365,374.07
Total		<u>\$ 2,978,113.85</u>
Retention held		\$ 10,000.00
Grand Total		<u><u>\$ 2,988,113.85</u></u>

RECAP OF PROJECT SS48401C

Construction (Contractor Payments)	\$ 2,612,739.78
Retention Held	\$ 10,000.00
Construction Engineering	\$ 365,374.07
Total Cost of Project (SS48401C)	\$ 2,988,113.85
Federal Funds (capped)	\$ (1,800,000.00)
Ineligible Cost	\$ (11.26)
Town of Paradise Valley Share of Costs	\$ 1,188,102.59
Less: Town's Deposit	\$ (876,248.07)
Amount due ADOT	\$ 311,854.52



Arizona Department of Transportation
Division of Highways
Agreement Estimate & Transmittal Sheet
(Money Summary of Progress & Final Payment Report)

Orig:	4020	Contract Amount:	\$2,311,000.00
Tracs No:	SS49401C	Date Started:	2/23/2005
Federal No:	CM PVI-0(001)A	Date Completed:	11/23/2005
Description:	TATUM BLVD/MCDONALD DR NTRRCT	Engineer:	Don Park
Contractor:	ARCHON, INC.	Percent Complete:	104
Phase 01 days:	272	Percent Time Used:	94
Phase 02 days:	90	Percent Time Used:	100
Phase 03 days:		Percent Time Used:	0
Phase 04 days:		Percent Time Used:	0

Section	Rdwy Sm Str	Str Over 20 Ft	Total	Force Acct	Total	Notations
1 FA 7	2,622,739.78		2,622,739.78		2,622,739.78	STREET IMPROVEMENTS

Accumulated	Previous	Current	Summary of Federal Aid Construction	Summary of Non-Federal Aid Construction
2,622,739.78	2,621,389.78	1,350.00	2,622,739.78	2,622,739.78
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00

Accumulated	Previous	Current	Grand Total Construction
2,622,739.78	2,621,389.78	1,350.00	2,622,739.78
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00

Accumulated	Previous	Current
2,622,739.78	2,621,389.78	1,350.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00

Remarks:

Date	Resident Engineer	Date	Field Reports

WARNING BAR MUST HAVE A COLORED BACKGROUND WHICH FADES TEMPORARILY WHEN WARMED BY TOUCH ON THE FRONT OF THE CHECK



TOWN OF PARADISE VALLEY
6401 E. LINCOLN DRIVE
PARADISE VALLEY, AZ 85253

WELLS FARGO BANK, N.A.
11-24/1210

058110

Check #: 58110

DATE: 5/16/2007
AMOUNT: ****182,448.07****

One Hundred Eighty-Two Thousand Four Hundred Forty-Eight and 07/100 Dollars

ARIZONA DEPT OF TRANSPORTATION
CONTRACT ACCOUNTING 204B
206 SOUTH 17TH AVE
PHOENIX AZ 85007

[Handwritten Signature]
[Handwritten Signature]

⑈058110⑈ ⑆121000248⑆ 4121382071⑈

TOWN OF PARADISE VALLEY - PARADISE VALLEY, AZ 85253
VENDOR: ARIZONA DEPT OF TRANSPORTATION (50846)

5/16/2007 check No: 58110 **058110**

INVOICE #	INV DATE	DESCRIPTION	INV AMOUNT
17101	4/20/2007	TATUM BLVD/MCDONALD REALIGNMEN	182,448.07

TOTAL AMOUNT 182,448.07

Amount owed ADOT

182,448.07

LAD
A853
4236 A6
S650X
SS48401C
27101

SEE ATTACHED JPA 03-094

AMOUNT DUE: \$182,448.07

PLEASE REMIT PAYMENT WITHIN 30 DAYS OF RECEIPT

[Handwritten Signature]
05/26/07

ARIZONA DEPARTMENT OF TRANSPORTATION
CONTRACT ACCOUNTING - 204B
206 SOUTH 17TH AVENUE
PHOENIX, ARIZONA 85007
(602) 712 - 6638
April 26, 2007

INVOICE# 27101

TOWN TOWN OF PARADISE VALLEY
ATTN: BOB CICCARELLI
CAPITAL PROJECTS
6401 E. LINCOLN DR.
PARADISE VALLEY, AZ 85253-4399

DESCRIPTION	AMOUNT
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RE:

BILLING: PRELIMINARY BILLING
ECS FILE NO: JPA 03 - 094
TRACS NO.: SS48401C
SECTION: RECONSTRUCTION & REALIGNMENT AT
TATUM BLVD. & MACDONALD DR.

Paradise Valley Total Cost	2,676,248.07
Less: Federal Funds (capped)	(1,800,000.00)
Less: City of Paradise Deposit	(693,800.00)
Amount owed ADOT	<u>182,448.07</u>

SEE ATTACHED JPA 03-094

AMOUNT DUE: \$ 182,448.07

PLEASE REMIT PAYMENT WITHIN 30 DAYS OF RECEIPT

RECAP OF PROJECT SS48401C

Construction (Contractor Paid)	\$ 2,211,520.08
Contractor (Retention Held)	\$ 105,869.52
Construction Engineering	\$ 358,858.47
Total Cost of Project (SS48401C)	<u>\$ 2,676,248.07</u>
Federal Funds (capped)	\$ (1,800,000.00)
Paradise Valley Costs	<u>\$ 876,248.07</u>
Less: Paradise Valley Deposit	\$ (693,800.00)
Amount due ADOT	<u><u>\$ 182,448.07</u></u>



**Arizona Department of Transportation
Division of Highways**

**Agreement Estimate & Transmittal Sheet
(Money Summary of Progress & Final Payment Report)**

Org: 4020
Tracs No: SS48401C
Federal No: CM PYY-0(001)A
Description: TATUM BLVD/MCDONALD DR NTRSCCT
Contractor: ARCHON, INC.
Phase 01 days: 180

Estimate No. 9
Month: October 2005

Contract Amount: \$2,311,000.00
Date Started: 2/23/2005
Date Completed:
Engineer: Don Park
Percent Complete: 93
Percent Time Used: 136

Section	Rdwy Sm Str	Str Over 20 Ft	Total	Force Acct	Total	Notations
1 FA 7	2,317,389.60		2,317,389.60		2,317,389.60	STREET IMPROVEMENTS
Accumulated	2,317,389.60	0.00	2,317,389.60	0.00	2,317,389.60	
Previous	2,141,247.87	0.00	2,141,247.87	0.00	2,141,247.87	
Current	176,141.74	0.00	176,141.74	0.00	176,141.74	
Accumulated	0.00	0.00	0.00	0.00	0.00	
Previous	0.00	0.00	0.00	0.00	0.00	
Current	0.00	0.00	0.00	0.00	0.00	
Accumulated	2,317,389.60	0.00	2,317,389.60	0.00	2,317,389.60	
Previous	2,141,247.87	0.00	2,141,247.87	0.00	2,141,247.87	
Current	176,141.74	0.00	176,141.74	0.00	176,141.74	
Summary of Federal Aid Construction						
Summary of Non-Federal Aid Construction						
Grand Total Construction						

Remarks:

Date _____ Resident Engineer _____ Date _____ Field Reports _____



TOWN OF PARADISE VALLEY
 6601 E. MONCOEN DRIVE
 PARADISE VALLEY, AZ 85253

BANK OF AMERICA
 8170021 AZ
 06169

DATE 3/17/2004

AMOUNT ***693,800.00**

Check #: 47490

47490

Eight hundred ninety three thousand eight hundred and no/100 and 14/100

STATE OF ARIZONA
 DEPT. OF TRANSPORTATION
 206-S, 17TH AVE
 PHOENIX, AZ 85007-3213

PAID TO THE ORDER OF: STATE OF ARIZONA

[Signature]

TOWN OF PARADISE VALLEY • PARADISE VALLEY, AZ 85253

VENDOR: STATE OF ARIZONA (811213)

3/17/2004 Check No: 47490

47490

INVOICE # INV DATE DESCRIPTION

INV AMOUNT

031204 3/12/2004 LOCAL COST SHARE IN IGA TATUM/

693,800.00

5650

AG Contract No. KR04-0178TRN
ADOT ECS File No. JPA 03-094
Project No.: CM-PVY-0(001)A
Project: Reconstruction & Realignment
of Tatum Boulevard & MacDonald Drive
TRACS No.: SS484 01C

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PARADISE VALLEY

THIS AGREEMENT is entered into April 6 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and THE TOWN OF PARADISE VALLEY acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 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 Town is empowered by Arizona Revised Statutes Section 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 Town.

3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the Town has been selected by the Town and has been submitted to the Federal Highway Administration ("FHWA") for its approval.

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the Town by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The Town, in order to obtain federal funds for the construction of the project, is willing to provide Town funds to match federal funds in the ratio required or as finally fixed and determined by the Town and FHWA.

POSTED
DATE _____

NO. 26760
Filed with the Secretary of State
Date Filed: 04/06/04

Jenise K. Brewer
Secretary of State

By: Daniel J. Rosenwald

7. The work embraced in this agreement is the reconstruction and realignment of Tatum Boulevard and MacDonald Drive at an estimated cost of:

Estimated Subtotal Construction Cost includes 15% CE Cost**
 Estimated 5% Contingency
Estimated Total

Estimated Federal-aid funds @ 94.3% of \$1,908,802.00 (capped)
 Estimated Town Funds @ 5.7% of \$1,908,802.00 (capped)
 Estimated Town Funds @ 100% Balance
Estimated Total Town Funds

\$ 2,389,900.00
\$ 103,900.00
<hr/>
\$ 2,493,800.00
\$ 1,800,000.00
\$ 108,802.00
\$ 584,998.00
<hr/>
\$ 693,800.00

**Includes 15% of Construction Cost = Construction Engineering Cost

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

II. SCOPE OF WORK

1. The State will:

a. Submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

b. Hereby agree to be authorized agent for the Town, and with the aid and consent of the Town and the FHWA, proceed to advertise for, receive and open bids, and subject to the concurrence of the Town and the FHWA, enter into a contract with a firm on behalf of the Town to whom the award is made for the construction of the project. Such project to be performed, completed, accepted and paid for in accordance with the instructions and requirements of the Town and the Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available, including construction engineering and administration costs. Should costs exceed the maximum federal funds available, it is understood and agreed that the Town will be responsible for any overage.

2. The Town will:

a. If such project is approved for construction by FHWA and the funds are available for construction, the Town will and does hereby designate the State as authorized agent for the Town.

b. Provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents. And when appropriate provide comments which will be incorporated into the design documents.

c. Prior to the solicitation of bids, deposit funds in the amount determined to be necessary to match federal funds in the ratio required.

d. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement be obligated to incur and will pay for said increased costs.

e. Acquire, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been or will be acquired prior to advertisement for bid.

f. Remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been or will be removed, prior to the start of construction.

g. Not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use.

h. Upon completion of construction, provide for, at its own costs and as an annual item in its budget, proper maintenance, including, but not limited to, signs, and markings necessary for the purpose of regulating, warning and guiding traffic, all in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

i. Mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

j. By such regulation as it may by ordinance provide, regulate parking and not permit vehicles to be left on the street in any manner other than at and parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The Town assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and 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 Town and that the Town 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, 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 Town, 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, expenses of litigation or attorneys' fees.

2. The cost of the construction and construction engineering work covered by this agreement is to be borne by FHWA and Town, each in the proportion prescribed or as fixed and determined by the State, the Town and the FHWA as stipulated in this agreement. Therefore, Town agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual, unless assumed by another governmental entity.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

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 99-4 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 the State 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 at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

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

10. 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 - 616E
Phoenix, AZ 85007


Town of Paradise Valley
Bob Ciccarelli
6401 E. Lincoln Dr.
Paradise Valley, AZ 85253-4399

11. In accordance with Arizona Revised Statutes, Section 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.

TOWN OF PARADISE VALLEY

STATE OF ARIZONA
Department of Transportation

By 
EDWARD LOWRY
Mayor

By 
DALE BUSKIRK, Division Director
Transportation Planning Division

ATTEST:

By 
LENORE LANCASTER
Town Clerk

JPA 03-094

APPROVAL OF THE TOWN OF PARADISE VALLEY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and TOWN OF PARADISE VALLEY and declare this agreement to be in proper form and within the powers and authority granted to the Town 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 5th day of March, 2004.



City Attorney

1
2 When recorded, return to:
3
4 Paradise Valley Town Attorney
5 6401 East Lincoln Drive
6 Paradise Valley, Arizona 85253
7
8
9

10 **RESOLUTION NUMBER 1065**

11
12 **A RESOLUTION OF THE TOWN OF PARADISE**
13 **VALLEY, ARIZONA, AUTHORIZING AN**
14 **INTERGOVERNMENTAL AGREEMENT WITH**
15 **THE STATE OF ARIZONA DEPARTMENT OF**
16 **TRANSPORTATION FOR THE PURPOSE OF**
17 **ACQUIRING FEDERAL FUNDING FROM THE**
18 **FEDERAL HIGHWAY ADMINISTRATION AND**
19 **DEFINING RESPONSIBILITIES FOR THE**
20 **CONSTRUCTION OF TATUM BOULEVARD**
21 **/MCDONALD DRIVE INTERSECTION**
22 **IMPROVEMENTS**
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25 Section 1. WHEREAS, Arizona Revised Statutes, 11-951 et seq., provides that public
26 agencies, including cities and towns, may enter into intergovernmental agreements for joint
27 or cooperative action; and

28 WHEREAS, congress has authorized appropriations for, but not limited to, the
29 construction of streets; and

30 WHEREAS, the construction of Tatum Boulevard and McDonald Drive Intersection
31 Improvement Project ("Project") is eligible for such funds and has been submitted to the
32 Federal Highway Administration for approval and acquisition of such funds, and

33 WHEREAS, the Town, in order to obtain federal funds for the construction of the
34 Project, is willing to provide funds to match federal funds in the ratio required or as fixed
35 and determined by the Town and the Federal Highway Administration, such funds
36 administered for the Town's benefit by the State of Arizona, and

1 WHEREAS, the total construction cost of the Project is estimated to be \$2,493,800;
2 and

3 WHEREAS, by entering into an intergovernmental agreement with, the State of
4 Arizona, (the "IGA", a copy of which is attached to this Resolution as Exhibit A and
5 incorporated herein by reference) the State will apply available federal funds for the
6 construction of the Project at the rate of 94.3% of the cost to construct the Project, up to a
7 maximum total construction cost of \$1,908,802.00, said federal funding estimated to be
8 \$1,800,000 based upon the current construction cost estimate; and

9 WHEREAS, The State of Arizona Department of Transportation is authorized to be
10 the administrator for the Federal Highway Administration and will enter into a Project
11 Agreement with the Federal Highway Administration covering work on the Project and the
12 coordination of the federal funds;

13 WHEREAS, the total amount of Town funds expended to complete the Project is
14 estimated to be \$693,800.

15 NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of
16 Paradise Valley, that:

- 17 1. The Paradise Valley Town Council hereby authorizes the Town Manager to
18 execute the IGA with the State of Arizona Department of Transportation.
- 19 2. The Town Manager is authorized to transfer \$693,800 to the State of Arizona
20 Department of Transportation at the time and pursuant to the requirements stated in the IGA.

21 PASSED AND ADOPTED by the Mayor and Council of the Town of Paradise
22 Valley, Arizona, this 26th day of February, 2004.

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Edward Lowry, Mayor


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ATTEST:



Lenore P. Lancaster, Town Clerk

APPROVED AS TO FORM




Andrew M. Miller, Town Attorney

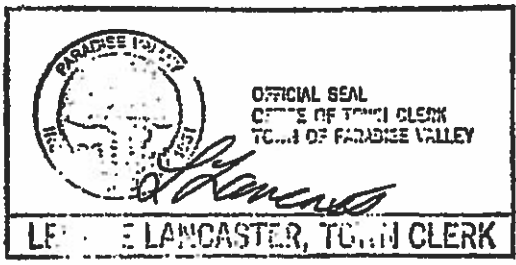
CERTIFICATION

I, Lenore P. Lancaster, Town Clerk hereby certify that the foregoing is a full, true and correct copy of Resolution Number 1065 duly and regularly passed and adopted by vote of the Town Council of Paradise Valley at a meeting thereof duly called and held on the 26th day of February, 2004. That the Resolution appears in the minutes of the meeting, and that the same has not been rescinded or modified and is now in full force and effect.

I further certify that the municipal corporation is duly organized and existing, and has the power to take the action called for by the foregoing Resolution.



Lenore P. Lancaster, Town Clerk





OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-0178TRN (JPA 03-094), an Agreement between public agencies, 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: March 31, 2004.

TERRY GODDARD
Attorney General

A handwritten signature in cursive script that reads "Susan E. Davis".

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/mjf
Attachment
637288