

ADOT CAR No.: IGA 22-0008750  
AG Contract No.: P0012022001358  
Project Location/Name: Elliot Rd: East  
Maricopa Floodway to Ellsworth Rd  
Type of Work: Roadway Improvements  
Federal-aid No.: MES-0(239)D  
ADOT Project No.: T0359 01C  
MAG TIP Nos.:MES24-168CRB, MES25-  
168SAV  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: N/A

## **AGREEMENT**

AMONG  
THE STATE OF ARIZONA,  
THE CITY OF MESA,  
AND  
MARICOPA ASSOCIATION OF GOVERNMENTS

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes ("A.R.S") §§ 11-951 through 11-954, as amended and as applicable to the State and the City, among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT"), the CITY OF MESA, an Arizona municipal corporation, acting by and through its CITY MANAGER and CITY COUNCIL, (the "City"), and the MARICOPA ASSOCIATION OF GOVERNMENTS, an Arizona non-profit corporation ("MAG"). The State, the City, and MAG may each be referred to individually as a "Party" and collectively as "Parties".

### **I. DEFINITIONS**

The terms set forth below have the following meanings:

**"AC Conversion"** – the obligation of MAG's federal apportionments and obligation authority in one or more years to liquidate an amount authorized as Advance Construction for a project.

**"ADOT Project Number"**– the Project identifier established in ADOT's accounting system to track Advance Construction, expenditures, and reimbursements for each Project segment.

**"Advance Construction" or "AC"** – pursuant to 23 U.S.C. § 115, provides an exception to the federal requirement that all federal funds be available at the time a federal project agreement is executed, with the State acknowledging that no federal funds are being committed and that no future commitment of federal funds are being made to the portion of the Project being authorized as Advance Construction.

***“ALCP” (Arterial Life Cycle Program)*** – MAG’s Regional Transportation Plan (“RTP”) that establishes funding for freeways, streets, transit, planning, bicycle/pedestrian, and air quality, and establishes 20-year life cycle programs for freeway, street, and transit projects.

***“Federal-aid Funding”***- federal-aid highway program apportionments and obligation authority programmed by MAG for the Project.

***“Federal Fiscal Year” or “FFY”***- the federal government’s fiscal year that begins on October 1 and continues through September 30 of the following calendar year, for example “FFY 23” means the FFY ending September 30, 2023.

***“FHWA”***- Federal Highway Administration.

***“Fiscal Year” or “FY”***- the City and State’s fiscal year that begins on July 1<sup>st</sup> and continues through June 30 of the following year, for example “FY 23” means the FY ending June 30, 2023.

***“PDA”***- ADOT’s Project Development Administration costs.

***“Plans”***- design plans, specifications, and other documents necessary for bidding and building the Project.

***“Project Costs”***- the aggregate amount associated with the design, and construction of the Project; inclusive of geotech, utility relocation and any and all costs associated within the limits of this Agreement.

***“Standard Specifications”*** – means the ADOT 2021 Standard Specifications for Road and Bridge Construction.

***“STIP”***- the State Transportation Improvement Program that incorporates the TIP.

***“TIP”***- MAG’s adopted Transportation Improvement Program that outlines MAG’s four-year plan for the design, right of way acquisition, construction and the reimbursement for the projects listed in the MAG planning area.

***“Year of Expenditure”***- the FY in the TIP in which the City expends local funds for the cost to design, acquire right of way, construct utilities or construct roadway of the Project.

***“Year of Reimbursement”***- the FFY in which federal funds are programmed in the TIP for reimbursement by FHWA to the City for the Federal-aid Funding share of the Project Cost.

## **II. 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 City is empowered by A.R.S. § 48-572 to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. MAG is empowered by A.R.S. § 28-6308 and § 28-6353 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of MAG.
4. The City wishes to accelerate the construction of Elliot Road: East Maricopa Floodway to Ellsworth Road, "the Project". The Project will improve the road to six lanes, including a median, curb, gutter, sidewalk, streetlights, and a striped bike lane and intersection and drainage roadway improvements. A detailed scope of work is documented in the project overview document approved by MAG on July 6, 2022, and incorporated herein by this reference. The Project does not affect State owned concrete pavement, slope paving, and bridge structure(s) however future agreements will be set forth by the State and the City regarding future responsibilities of maintenance, , for all work performed by the City within ADOT right of way. The City will be responsible for maintenance of the roadway and all roadway features, with the exception of concrete pavement, slope paving, and structural integrity of the bridge structure within ADOT ROW. The Project is programmed in the FY 2023 ALCP and the FY2022-FY2025 MAG TIP.

**THEREFORE**, the Definitions and Recitals set forth above are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

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### **III. SCOPE OF WORK**

1. The Parties agree:
  - a. MAG has programmed the Project for the Years of Expenditure and Years of Reimbursement as described in the TIP and/or ALCP. The programmed total construction cost of the Project is currently estimated at \$20,244,748.00, identified in the FY 2023 ALCP and the FY2022-2025 MAG TIP under TIP ID#MES24-168CRB and MES25-168SAV.
  - b. The City meets the FHWA certification requirements to administer the construction of the Project. The City is willing to expend City funds to complete the Project and will seek reimbursement for authorized costs in the Federal Fiscal Year of Reimbursement as identified in the TIP and ALCP. Therefore, the City and MAG request the State to submit the Project to FHWA for approval, AC authorization and Federal-aid Funding.
  - c. AC authorization is not a guarantee of Federal-aid Funding or reimbursement availability and that the final actual cost of the Project may exceed the estimates programmed. If the Project does not receive federal funding and the improvements are not constructed, the City will be responsible for any costs incurred up to that time. In any event, ADOT and MAG will not be responsible for any Project costs.
  - d. The State will submit the request for approval of Federal-aid Funding and/or Advance Construction of the Project to FHWA. The programmed total of the cost of is the construction phase of the Project is currently estimated at \$20,244,748.00, identified in the FY 2022-2025 MAG TIP and the FY 2023 ALCP. The programmed Federal-aid Funding is subject to change by the MAG Regional Council.

- e. The State's only interest in this Project is obtaining FHWA authorization for Federal-aid Funding and/or AC authorization for the Project. The State will be the City's designated agent for obtaining approval from FHWA for AC authorization and future Federal-aid Funding of the Project and will reimburse the City with future Federal-aid Funding, less the required, applicable pro-rata match, as approved by the City in the Year of Reimbursement, identified in the MAG TIP and/or ALCP.
  - f. The City will request authorization through ADOT from FHWA to proceed with construction of the Project, which is scheduled to advertise for construction bid in FY 2024 and the City will be responsible for all construction costs associated with the Project. The State will reimburse the City as shown in the MAG TIP and/or ALCP. The final costs may exceed the estimates programmed in the MAG TIP and/or ALCP, and in such case the City is responsible for all costs which exceed the Federal-aid Funding programmed for the Project and/or all costs deemed ineligible for reimbursement.
  - g. To communicate and coordinate with MAG, in the event any Project-related costs exceed the initial estimate(s) and work with MAG to program the additional funding in the MAG TIP. However, in no event shall MAG be required to program additional funding in the MAG TIP, and in no event shall MAG be responsible for any Project-related costs which exceed the initial estimate(s) or be obligated to program additional funding in the MAG TIP.
  - h. The Project will be performed, completed, accepted, and paid for in accordance with the requirement of the project plans and specifications.
2. The State will:
- a. Submit the City's request to FHWA for the eligible estimated costs of construction, and obtain authorization for Federal-aid Funding and/or AC authorization for the Project, as programmed in the MAG TIP and/or ALCP and subject to change by the MAG Regional Council.
  - b. On behalf of the City, prepare and provide certain documents required by the FHWA to qualify and receive AC authorization and Federal-aid Funding. Perform tasks that may consist of but are not limited to, the review and approval of the City prepared environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, Plans, maps, and specifications; geological materials testing and analysis; utility clearance; right of way related activities and such other related tasks essential to the achievement of the objectives of this Agreement (when specifically authorized by, for and on behalf of the City, at no cost to the State).
  - c. In the Year of Reimbursement and within 30 days of receipt of an invoice from the City, review invoices and backup documentation, obtain approval, reimburse the City with Federal-aid Funding for the actual, eligible costs incurred, less the applicable required pro-rata match, in an amount not to exceed the federal amount as programmed in the MAG TIP and/or ALCP. All federal reimbursements are subject to funding availability.

- d. Prior to the commencement of any work in State right of way and after the request by the City, issue in accordance with established procedures of the Central Districts Permits Office, permits for different activities, as required, such as but not limited to pre- construction (potholing, utility work, survey, etc.) and for construction. Routine maintenance and emergency work will be permitted with the annually renewed blanket permit. All permits will be issued and renewed when appropriate insurance documents are provided and required by ADOT Risk Management.
  - e. Not be obligated to incur any expenditure for the Project.
  - f. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The City will:
- a. Program, approve, and set aside funds in the amount of \$20,244,748.00, for the estimated total Project costs provided for in this Agreement, which includes the amount of Federal-aid Funding to be reimbursed as programmed in the MAG TIP and/or ALCP. If Federal-aid Funding is not available, the City agrees to be responsible for the total actual construction costs of the Project.
  - b. Submit a request for authorization of Federal-aid Funding and/or AC authorization to the State for FHWA approval of the estimated cost of the Project as identified in the MAG TIP and/or ALCP.
  - c. Provide to the State any existing required preliminary engineering and planning studies, the environmental analysis, and design of the Project.
  - d. Expend City funds to complete the Project and will not seek reimbursement for authorized costs until the Federal Fiscal Years of Reimbursement, as identified in the MAG TIP and/or ALCP.
  - e. Be responsible for the cost of the construction of this Project, covered by this Agreement with FHWA, each in the proportion prescribed and determined by FHWA and as programmed in the MAG TIP and/or ALCP.
  - f. Obtain notification from the State of FHWA authorization for AC authorization for the construction of the Project Following federal procurement procedures, proceed to, advertise for, receive and open bids, award, and enter into a contract(s) with a firm(s) for the construction of the Project. Under direct supervision of a registered professional, administer the construction of the Project and make all payment to the contractor(s).
  - g. Be responsible for all costs associated with the construction inspection costs.
  - h. Be responsible for maintenance and operation of the Project during construction and after completion of construction.

- i. Submit invoices on ADOT's Progress Payment Report, as shown on Exhibit A, attached and made a part of this Agreement, and backup documentation, which shall include all consultant payments with time and payroll records, contractor payments, and any other necessary backup documentation to demonstrate total costs associated with the construction of the Project, to the State for reimbursement with Federal-aid Funding for the actual, eligible costs incurred, less the applicable required pro-rata match, in an amount not to exceed the federal amount as programmed in the MAG TIP and/or ALCP.
  - j. Not permit or allow any encroachments on or private use of the State's right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
  - k. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the City, if applicable.
  - l. Certify that the City has adequate resources to discharge the City's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether the requirements are included in their ADOT approved City of Mesa Right of Way Procedures Manual. (23 CFR 710.201)
  - m. The City will comply with Mesa' adopted Temporary Traffic Control process and coordinate with ADOT in State's ROW. Comply with the latest edition Manual on Uniform Traffic Control Devices ("MUTCD") published by the FHWA and adopted by ADOT, as per Arizona Revised Statute § 28-641, when performing any work under this Agreement. Traffic Control plans will be processed through the State's Central District Permits Office.
4. MAG will:
- a. Provide guidance to the City, as needed, regarding administering the Project in accordance with the ALCP Policies and Procedures, last approved by the MAG Regional Council on February 24, 2021.
  - b. If necessary, and only upon approval by MAG's Regional Council, adjust the Project Years of Reimbursement. In no event shall MAG's Regional Council be obligated to adjust the Project Years of Reimbursement.
  - c. Communicate to the State and City, as necessary and appropriate, any relevant Project-related ALCP or TIP adjustments, including the Project work advancements or other

schedule changes, Years of Expenditures, Years of Reimbursement, Project cost amounts, Project reimbursement amounts, inflation-related adjustments, and any other significant adjustments.

- d. Agree that all AC conversions related to the Project are at the discretion of the State, subject to the State's consultation with MAG and the City and may be exercised prior to the Year of Reimbursement to reduce the outstanding obligation authority for the State or in MAG's region. Prior to such AC conversion, MAG will have the opportunity to identify and propose alternatives for the State's consideration.

#### **IV. MISCELLANEOUS PROVISIONS**

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Maintenance Agreement. A future agreement will be negotiated, communicated, and discussed in good faith for maintenance. In no event shall MAG be responsible for maintenance of the Project.
4. 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.
5. 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 Parties. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State and by MAG up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State and MAG shall in no way be obligated to complete or maintain the Project.
6. Indemnification. The City shall indemnify, defend, and hold harmless the State and MAG, and any of the State's or MAG's departments, agencies, officers or employees (collectively referred to in this paragraph as the "Indemnitees") 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 Indemnitees 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 City, 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 City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the Indemnitees, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's

ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

7. Final Year of Reimbursement. Any obligation of the State and MAG to provide Federal-aid funding or reimbursement shall terminate on the last day of the final year of Reimbursement. Any AC authorization or Federal-aid Funding remaining upon termination shall be de-obligated and removed from the Project by the State and returned to MAG for reprogramming as appropriate.
8. Authorization. AC authorization and Federal-aid Funding are subject to removal from the Project twelve (12) months after the date of initial authorization unless the deadlines in this Agreement are met, or sufficient justification regarding the delay and the expected construction start date are provided to MAG, the State and FHWA in writing.
9. Programmed Federal Funds. The cost of Project work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The City acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for reimbursement with federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds available for reimbursement.
10. 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 and MAG shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
11. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
12. 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 City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
13. Title VI. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
14. Single Audit. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS  
Attn: Cost Accounting Administrator  
206 S 17<sup>th</sup> Ave. Mail Drop 204B  
Phoenix, AZ 85007



**[SingleAudit@azdot.gov](mailto:SingleAudit@azdot.gov)**

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with Arizona laws.
16. **Conflicts of Interest.** This Agreement may be cancelled in accordance with A.R.S. § 38-511.
17. **Inspection and Audit.** The City shall retain all books, accounts, reports, files and other records 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 City, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
18. **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 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
19. **Non-Availability of Funds.** Every obligation of the State and MAG 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 or MAG at the end of the period for which the funds are available. No liability shall accrue to the State or MAG in the event this provision is exercised, and the State and MAG shall not be obligated or liable for any future payments as a result of termination under this paragraph.
20. **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(B) or (C).
21. **E-Verify.** The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
22. **Contractor Certifications.** The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
23. **Other Applicable Laws.** The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
24. **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. 17<sup>th</sup> Avenue, Mail Drop 637E  
 Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Mesa  
 Attn: MariaAngelica Deeb  
 300 E. 6th Street  
 Mesa, Arizona 85211  
 (480) 644-2845  
[mariaangelica.deeb@mesaaz.gov](mailto:mariaangelica.deeb@mesaaz.gov)

Maricopa Association of  
Governments  
Attn: Eric J. Anderson  
302 N. 1<sup>st</sup> Avenue, Suite 300  
Phoenix, AZ 85003  
602.254.6300  
Fax 602.254.0490  
[eanderson@azmag.gov](mailto:eanderson@azmag.gov)

**For Project Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
602.712.7545

City of Mesa  
Beth Huning  
MESA CITY PLAZA  
20 E MAIN ST  
MESA, AZ 85201  
Work Number:  
(480) 644-2512  
[Beth.Huning@mesaaz.gov](mailto:Beth.Huning@mesaaz.gov)

Maricopa Association of  
Governments  
Attn: John Bullen  
302 N. 1<sup>st</sup> Avenue, Suite 300  
Phoenix, AZ 85003  
602.254.6300  
Fax 602.254.0490  
[jbullen@azmag.gov](mailto:jbullen@azmag.gov)

**For Financial Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
602.712.7545

City of Mesa  
Marc Ahlstrom, Assistant City  
Engineer  
P. O. Box 1466  
Mesa Arizona 85211

Maricopa Association of  
Governments  
Attn: John Bullen  
302 N. 1<sup>st</sup> Avenue, Suite 300  
Phoenix, AZ 85003  
602.254.6300  
Fax 602.254.0490  
[jbullen@azmag.gov](mailto:jbullen@azmag.gov)

25. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by any Party upon written notice to the other Parties.
26. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of the State's and the City's legal counsel providing that the State and the City 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.

27. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

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**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 MESA**

By \_\_\_\_\_ Date \_\_\_\_\_  
**CHRIS BRADY**  
City Manager

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**HOLLY MOSELEY**  
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, the CITY OF MESA and the MARICOPA ASSOCIATION OF GOVERNMENTS, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and 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 or MAG to enter into this Agreement.  
Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Attorney

**MARICOPA ASSOCIATION OF GOVERNMENTS**

By \_\_\_\_\_  
**ERIC J. ANDERSON**  
Executive Director

Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_  
MAG Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_

**STEVE BOSCHEN, PE**

Division Director

A.G. Contract No. P0012022001358 (ADOT IGA 22-0008750-I), an Agreement between public agencies, the State of Arizona, the City of Mesa, and the Maricopa Association of Governments, 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

**ARIZONA DEPARTMENT OF TRANSPORTATION  
PROGRESS PAYMENT REPORT**

<b>Report No.</b>			<b>IGA</b>	<b>22-0008750-I</b>	
ADOT PO #			<b>PROGRESS</b>		
<b>Item No.</b>			<b>FINAL</b>		
Federal-aid No.		MES-0(239)D			
<b>ADOT Project No.</b>		T0259 01C			
Name of Project		Elliot Rd: East Maricopa Floodway to Ellsworth Rd			
<b>Name of Vendor</b>		City of Mesa			
<b>REMIT PAYMENT TO:</b>		City of Mesa, PO Box 1466, Mesa, AZ 85211			
Date Started :		Estimated Completion Date:	% Billed	% Complete	
<b>SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED</b>					
Items	DESCRIPTION      Hours	<b>CONTRACT AMOUNT</b>	Previous Accumulative Amount	Current Month	Accumulative Amount
	<b>PER IGA 22-0008750-I</b> See Attached				\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Submitted By: _____			Date: _____		Total to Date
					\$0.00
Approved By: _____			Date: _____		Total Previous Report
					\$0.00
<b>ADOT Project Manager</b>					Current Report
					<b>\$0.00</b>

Contract Payables/JPA-PR-FORMAT 8/21/17