

ADOT CAR No.: IGA 21-0008238-I
Amendment No. Two: 23-0009566-I
AG Contract No.: P0012021001390
Project Location/Name: Winchester Road,
29th Avenue-16th Avenue
Type of Work: Intersection Improvements
Federal-aid No.: STBG-APJ-0(219)T
ADOT Project No.: T032401C/01D
TIP/STIP No.: APJ23-030D, APJ23-0300
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF APACHE JUNCTION

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. Two”), is entered into this date _____, pursuant to 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 APACHE JUNCTION, acting by and through its MAYOR and CITY COUNCIL (the “City” or “Local Agency”). The State and the City are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 21-0008238-I, A.G. Contract No. P0012021001390, was executed on November 16, 2021, (the “Original Agreement”); IGA 22-0008506-I Amendment No. One, was executed on May 31, 2022, (the “Amendment No. One”);

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. Two and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. Two is to revise the Project description and increase construction costs, Exhibit A is revised and replaced accordingly. The Parties desire to amend the Original Agreement and Amendment No. One, as follows:

The Parties incorporate the paragraphs set forth above as part of the body of this Amendment No. Two.

I. RECITALS

Section I, Paragraph 3.is revised as follows:

3. The work proposed under this Agreement consists of construction of a third lane on Winchester Road from 16th Avenue to Southern Avenue, (the "Project"). The Project will also include sidewalks, curb & gutter, a shared turning lane, bicycle lanes, streetlights along Winchester Road, drainage improvements, and utility relocation if required. The estimated Project cost, shown in Exhibit A, is estimated at \$5,926,290,which includes federal aid and the City' share of costs. The City will administer the design of the Project and be responsible for all design; The State will advertise, bid and award, and administer the construction of the Project.

II. SCOPE OF WORK

Section II, Paragraph 2.e., is revised, as follows:

2. The State will:
 - e. After completion of design review and prior to bid advertisement, invoice the City for the actual PDA costs, as applicable, and the City's share of the Project construction costs, estimated at \$356,096. After the Project costs for construction are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project.

Section II, Paragraph 3.d., is revised, as follows:

3. The City will:
 - d. After completion of design within 30 days of receipt of an invoice from the State and prior to bid advertisement pay to the State, any outstanding PDA costs, the City's share of the Project construction costs, estimated at \$356,096, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 20 is revised, as follows:

20. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement and Amendment No. One remain in full force and effect.

THIS AMENDMENT NO. Two shall become effective upon the full completion of signing and dating by all Parties to this Amendment No. Two.

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 Amendment No. Two and that the Amendment No. Two is in proper form is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. Two the day and year first above written.

CITY OF APACHE JUNCTION

By _____ Date _____
CHIP WILSON
Mayor

ATTEST:

By _____ Date _____
JENNIFER PENA
City Clerk

I have reviewed the above referenced Amendment No. Two to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF APACHE JUNCTION, 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 Amendment No. Two 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 Amendment No. Two.
Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
STEVE BOSCHEN
Infrastructure Delivery and Operations Division

A.G. Contract No. P0012021001317 (ADOT IGA 21-0008223-I, Amendment No. One: 23-0009565-I), an Agreement between public agencies, the State of Arizona and the City of Apache Junction 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 Amendment No. Two.

By _____ Date _____
Assistant Attorney General

EXHIBIT A
Winchester Road, 29th Avenue-16th Avenue
Cost Estimate

IGA: 21-0008238-I
Amendment No. Two: 23-0009566-I

T032401C/01D

The Project costs are estimated as follows:

	Original Executed Date: November 16, 2021	Amend #1 May 31, 2022	Amend #2 Pending	AMENDED TOTAL
<u>ADOT Project Development Administration (PDA) Cost, non-federal-aid:</u>				
City's contribution @ 100%	\$ 30,000	\$ -	\$ 20,000	\$ 50,000
<u>Scoping/Design:</u>				
City's contribution @ 100%	\$ 320,000	\$ (320,000)	\$ -	\$ -
Subtotal - Scoping/Design/PDA	\$ 350,000	\$ (320,000)	\$ 20,000 ***	\$ 50,000
<u>Construction:*</u>				
Federal-aid funds @ 94.3%	\$ 1,349,784	\$ -	\$ 4,170,410	\$ 5,520,194
City's match @ 5.7%	\$ 81,588	\$ -	\$ 252,083	\$ 333,671
City's contribution @ 100%	\$ 920,556	\$ -	\$ (898,131)	\$ 22,425
Subtotal - Construction	\$ 2,351,928	\$ -	\$ 3,524,362	\$ 5,876,290
Estimated TOTAL Project Cost	\$ 2,701,928	\$ -	\$ 3,544,362	\$ 5,926,290
City Funds	\$ 1,352,144	\$ (320,000) **	\$ (626,048)	\$ 406,096
Federal Funds	\$ 1,349,784	\$ -	\$ 4,170,410	\$ 5,520,194

*(Includes 18% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

** (Scoping/Design removed, City is administering design of the Project and will be responsible for all design costs)

***Prior to Amendment No. Two, the City was invoiced and paid \$20,000.00