

ADOT CAR No.: IGA 21-0008125-I
Amendment No. One: 24-0009578-I
AG Contract No.: P0012021000600
Project Location/Name: Delaware Drive,
16th Ave to Broadway Ave
Type of Work: Pedestrian Improvements
Federal-aid No.: APJ-0(218)T
ADOT Project No.: T0309 01D/03D/01C
TIP/STIP No.: APJ24-030D, APJ23-040,
APJ24-030C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: NA

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF APACHE JUNCTION

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”), 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”). 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 21-0008125-I, A.G. Contract No. P0012021000600, was executed on June 8, 2021, (the “Original Agreement”);

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

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

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

The Parties incorporate the paragraphs set forth above and Exhibit A as part of the body of this Amendment No. One.

I. RECITALS

Section I, Paragraph 3 is revised, as follows:

3. The work proposed under this Agreement consists of pedestrian improvements along Delaware Drive from 16th Avenue to Broadway Avenue, (the "Project"). The Project includes sidewalks, curb and gutter on the west side, shared turning lane, bicycle lanes, and street lights. The Project cost is estimated at \$6,709,662, as shown in Exhibit A, which includes federal aid and the City's match. The State will administer the design, 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 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 \$354,067. 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. Deobligate or otherwise release any remaining federal funds from the scoping/design 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 and the City's share of the Project construction costs, estimated at \$354,067, 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 22. is revised, as follows:

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.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

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

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

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

CITY OF APACHE JUNCTION

By _____ Date _____
WALTER "CHIP" WILSON
Mayor

ATTEST:

By _____ Date _____
JENNIFER PENA
City Clerk

I have reviewed the above referenced Amendment No. One 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. One 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. One.
Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

A.G. Contract No. P0012021000600 (ADOT IGA 21-0008125-I Amendment No. One: 24-0009578-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. One.

By _____ Date _____
Assistant Attorney General

EXHIBIT A
Delaware Drive,
16th Ave to Broadway Ave

IGA/JPA: 21-0008125-I
Amendment No. One: 24-0009478-I

T0309 01D/03D/01C

Cost Estimate

The Project costs are estimated as follows:

	Original	Amend #1	AMENDED TOTAL
Executed Date:	June 8, 2021	<i>Pending</i>	
<u>ADOT Project Development Administration (PDA) Cost, non-federal-aid:</u>			
City's contribution @ 100%	\$ 30,000	\$10,000	\$ 40,000
<u>Scoping/Design:</u>			
Federal-aid funds @ 94.3%	\$ 424,350		\$ 424,350
City's match @ 5.7%	\$ 25,650		\$ 25,650
City's contribution @ 100%		\$ 7,974	\$ 7,974
Subtotal - Scoping/Design/PDA	\$ 480,000	\$ 17,974	\$ 497,974
<u>Construction:</u>*			
Federal-aid funds @ 94.3%	\$ 2,684,072	\$ 3,173,549	\$ 5,857,621
City's match @ 5.7%	\$ 162,240	\$ 191,827	\$ 354,067
City's contribution @ 100%	\$ 381,020	\$ (381,020)	
Subtotal - Construction	\$ 3,227,332	\$ 2,984,356	\$ 6,211,688
Estimated TOTAL Project Cost	\$ 3,707,332	\$ 3,002,330	\$ 6,709,662
Total Estimated City Funds	\$ 598,910	\$ (171,219)	\$ 427,691
Total Federal Funds	\$ 3,108,422	\$ 3,173,549	\$ 6,281,971

*(Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)