

ADOT CAR No.: IGA 22-0009035 -I
Amendment No. One: 26-0011573-I
AG Contract No.: P0012023000080
Project Location/Name: Tomahawk Road:
US60 - Southern
Type of Work: Roadway Widening
Federal-aid No.: STBG-APJ-0(222)T
ADOT Project No.: T0411 01D/03D/01C
TIP/STIP No.: APJ25-220C / APJ25-220C-
CL
ALN: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 103061

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE 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” 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.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 22-0009035-I, A.G. Contract No. P0012023000080 was executed on March 9, 2023, (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 construction costs; Exhibit A is revised and replaced accordingly. The Parties desire to amend the Original Agreement.

The Parties incorporate the paragraphs set forth above 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 roadway widening of Tomahawk Road from three lanes to five lanes, bicycle lanes, sidewalk, curb and gutter, and some drainage improvements, (the "Project"). The Project may also include street lighting if funding is available. The Project cost, shown in Exhibit A, is estimated at \$5,774,244, which includes federal aid and the Local Agency's match. The State will administer the design, and 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 and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$837,607. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate 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 Local Agency will:
 - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$837,607, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between 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 from the State.

III. MISCELLANEOUS PROVISIONS

(NO CHNAGES)

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

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.

THE CITY OF APACHE JUNCTION

By _____ Date _____
WALTER "CHIP" WILSON
Mayor

ATTEST:

By _____ Date _____
EVIE MCKINNEY
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 _____
R. JOEL STERN
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
MATT MOUL, PE
Project Delivery and Operations
Division Director

This Amendment No. One 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 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
Tomahawk Road: US60 - Southern
Cost Estimate

IGA:22-0009035-I
Amendment No. One:26-0011573-I

T0411 01D/03D/01C

The Project costs are estimated as follows:

Executed Date:	Original March 9, 2023	Amend #1 <i>Pending</i>	AMENDED TOTAL
<u>ADOT Project Development Administration (PDA) Cost, non-federal-aid:</u>			
Local Agency's costs @ 100% *	\$ 30,000	\$ 5,000	\$ 35,000
<u>Scoping/Design:</u>			
Federal-aid funds @ 94.3%	\$ 587,902	\$ -	\$ 587,902
Local Agency's match @ 5.7%*	35,536	-	35,536
Subtotal - Scoping/Design/PDA	\$ 653,438	\$ 5,000	\$ 658,438
<u>Construction:**</u>			
Federal-aid funds @ 94.3%	\$ 1,413,667	\$ 2,864,532	\$ 4,278,199
Local Agency's match @ 5.7%	85,450	173,148	258,598
Local Agency's costs @ 100%	579,009	-	579,009
Subtotal - Construction	\$ 2,078,126	\$ 3,037,680	\$ 5,115,806
Estimated TOTAL Project Cost	\$ 2,731,564	\$ 3,042,680	\$ 5,774,244
Total Estimated Local Agency Funds	\$ 729,995	\$ 178,148	\$ 908,143
Total Federal Funds	\$ 2,001,569	\$ 2,864,532	\$ 4,866,101

*The Local Agency has been invoiced and paid \$35,000 for PDA costs and has been invoiced and paid their match of \$35,536 for Design costs
** (Includes 18% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)