

ADOT File No.: IGA 20-0008035-I
Amendment No. One: 22-0008549-I
AG Contract No.: P001 2021 000171
Project Location/Name: Anderson Rd,
325ft North of Maricopa Casa Grande
Hwy to Peters and Nall Rd and Peters
and Nall Rd to Antone St./ Anderson Rd.
and Peters and Nall Rd. Paving
Type of Work: Pave Dirt Road
Federal-aid No.: MAR-0(213)T
ADOT Project No.: T0292 01D/03D/01C
TIP/STIP No.: MAR20-201D/MAR21-
202C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: CMAQ

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MARICOPA

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 MARICOPA, 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 20-0008035-I, A.G. Contract No. P001 2021 000171, was executed on April 12, 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 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 revise Project 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 Recitals set forth above and Exhibit A, attached hereto and made a part hereof 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 grading the existing gravel road for paving and installing aggregate base course, two applications of chip seal, pavement markings, signing, erosion control, and other related work (the "Project"). The Project cost is estimated at \$1,271,296.00, as shown in Exhibit A, attached and made a part of this Agreement, which includes federal aid and the City's match. The State will administer the design and advertise, bid and award, and administer the construction phase 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 \$62,375.00. 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 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 \$62,375.00. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.

III. MISCELLANEOUS PROVISIONS

(NO CHANGES)

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.

CITY OF MARICOPA

By _____ Date _____
CHRISTIAN PRICE
Mayor

ATTEST:

By _____ Date _____
VANESSA BUERAS
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 MARICOPA, 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 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
Division Director

A.G. Contract No. P001 2021 0000171 (ADOT IGA/JPA 20-0008035-I Amendment No. One: 22-0008549-I), an Agreement between public agencies, the State of Arizona and City of Maricopa 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

**IGA 20-0008035-I
Amendment No. One: 22-0008549-I
Cost Estimate**

T0292 01D/03D/01C

The federal funds will be used for the construction of the Project, including the construction engineering (CE) and administration cost. The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost:

Federal-aid funds @ 94.3%	\$	28,290.00
City's match @ 5.7%	\$	1,710.00

Scoping/Design:

Federal-aid funds @ 94.3%	\$	138,621.00
City's match @ 5.7%	\$	<u>8,379.00</u>

Subtotal – Scoping/Design/PDA* \$ **177,000.00**

Construction:

Federal-aid funds @ 94.3%	\$	1,031,921.00
City's match @ 5.7%	\$	<u>62,375.00</u>

Subtotal – Construction** \$ **1,094,296.00**

Estimated TOTAL Project Cost \$ **1,271,296.00**

Total Estimated City Funds \$ **72,464.00**

Total Federal Funds \$ **1,198,832.00**

*(Consistent with the Original Agreement, the City has been invoiced and paid \$10,089.00 for PDA and design costs.)

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