

ADOT File No.: IGA/JPA 15-0005500-I
Amendment No. One: 17-0006323-I
AG Contract No.: P001201500274
Project Location/Name: **Litchfield Road –
Bird Lane to Camelback Road**
Type of Work: Pedestrian Improvements
Federal-aid No.: SB-AZ-1LPK-0(204)T
ADOT Project No.: T0004 01D/O1C
TIP/STIP No.: LPK17-401
**CFDA No.: 20.205 - Highway Planning and
Construction**
Budget Source Item No.: n/a

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF LITCHFIELD PARK

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”), entered into this date _____, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF LITCHFIELD PARK, acting by and through its MAYOR and CITY COUNCIL (the “City”). The City and State are collectively referred to as the “Parties”.

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 15-0005500-I, A.G. Contract No. P0012015002974, was executed on January 8, 2016, (“Original Agreement”);

WHEREAS, the State is empowered by Arizona Revised Statutes § 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 Arizona Revised Statutes § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached hereto and made a part hereof, 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 revise the Project limits and construction costs and funding. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS**Section I. Paragraphs 3. and 7. are revised, as follows:**

3. The work proposed under this Agreement, hereinafter referred to as the "Project", consists of construction of a **meandering multi-use pathway along the east side of Litchfield Road from Bird Lane to Camelback Road for a distance of approximately 0.25 miles**. The State will advertise, bid, award, and administer the construction and the construction engineering of the Project. The plans, estimates and specifications for the Project will be prepared by the City and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.

7. **The federal funds will be used for the design and construction of the Project. The revised Project costs are estimated as follows:**

T0004 01D (ADOT Project Management Design Review (PMDR) Cost):

City's contribution @ 100%	\$ 30,000.00
Subtotal –PMDR*	\$ 30,000.00

T0004 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 313,725.00
City's match @ 5.7%	<u>\$ 18,963.00</u>
Subtotal – Construction** (State administered)	\$ 332,688.00

Summary:

Total Estimated City Funds	\$ 18,963.00
Total Federal Funds	\$ 313,725.00
Estimated TOTAL Project Construction Cost	\$ 332,688.00

* Consistent with the Original Agreement, the State has invoiced and received \$30,000.00 from the City for the initial PMDR costs.

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

II. SCOPE OF WORK

Section II. Paragraphs 1. e., and 2. e., are revised as follows:

1. The State will:

- e. Upon notification from the City of the completion of design and prior to bid authorization, invoice the City, for the City's share of Project construction and construction engineering costs estimated at **\$18,963.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

2. The City will:

- e. Upon completion of design, within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the City's Project construction and the construction engineering costs, estimated at **\$18,963.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

III. MISCELLANEOUS PROVISIONS

Section III. Paragraph 18. is added as follows:

- 18. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.**

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

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel 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.

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

CITY OF LITCHFIELD PARK

STATE OF ARIZONA

Department of Transportation

By _____
THOMAS L. SCHOAF
Mayor

By _____
STEVE BOSCHEN, P.E.
Division Director

ATTEST:

By _____
TERRI ROTH
Interim City Clerk

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ATTORNEY APPROVAL FORM FOR THE CITY OF LITCHFIELD PARK

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 LITCHFIELD PARK, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the County 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.

DATED this _____ day of _____, 2017.

City Attorney