

ADOT File No.: IGA/JPA 12-003-I

Amendment No. One: 16-0006110-I

AG Contract No.: P0012013000799

Project Name: Intersection Improvements
Project Location: 75th Avenue and Cactus Road

Federal-aid No.: PEO-0(215)T

ADOT Project No.: SH535 01D/03D/O1R/03C

TIP/STIP No.: N/A

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 PEORIA

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. Two"), entered into this date _____, 2016, 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 PEORIA, 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 12-003-I, A.G. Contract No. P0012013000799, was executed on May 15, 2013, ("Original Agreement"), and Amendment No. One executed on July 15, 2016, ("Amendment No. One");

WHEREAS, the State is empowered by Arizona Revised Statutes § 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 Arizona Revised Statutes § 48-572 to enter into this Amendment No. Two and has by resolution, a copy of which is attached hereto and made a part hereof, 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, consistent with the mutual agreements expressed herein, the purpose of this Amendment No. Two is to add the construction of a waterline and update construction costs and funding. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS**Section I. Paragraphs 4. and 10., are revised, as follows:**

4. The improvements proposed in this Agreement include but are not limited to: designing and constructing a right turn lane, dual left turn lanes and a raised median on all approaches, upgrading to ADA compliant pedestrian push buttons, installing pedestrian count-down signals, optimizing signal timing, improving illumination, relocating utilities, **the construction of a waterline**, acquiring rights-of-way, and reconstructing the traffic signals to accommodate the intersection widening and construction phasing at the intersection of 75th and Cactus Road, hereinafter referred to as the "Project".

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

SH535 01D (Design):

HSIP Federal-aid funds @ 94.3% (capped)	\$ 91,471.00
HSIP City's match @ 5.7%	\$ 5,529.00
City's funds @ 100% (Water Quality design)	\$ 10,272.00
Estimated Subtotal – Design	\$ 107,272.00

SH535 03D FY13 (Design Review Fee)

HSIP Federal-aid funds (capped)	\$ 156,538.00
HSIP City's match	\$ 43,462.00
Estimated Subtotal – Design Review Fee	\$ 200,000.00

SH535 03D FY13 (Project Assessment and Design)

HSIP Federal-aid funds (capped)	\$ 491,227.00
HSIP City's match	\$ 146,387.00
City's funds for elements not HSIP eligible	\$ 22,386.00
Estimated Subtotal – Design and Preconstruction Services	\$ 650,000.00

SH535 01R FY14 (Right-of-way)

HSIP Federal-aid funds (capped)	\$ 657,278.00
City's match @ 5.7%	\$ 39,729.00
Estimated Subtotal – Right-of-Way	\$ 697,007.00

SH535 03U FY14 (Utilities)

HSIP Federal-aid funds (capped)	\$ 734,112.00
City's match @ 5.7%	\$ 44,374.00
Estimated Subtotal – Utilities	\$ 778,486.00

SH535 01C FY15 (Construction)

HSIP Federal-aid funds (capped) (Roadway)	\$ 3,374,379.00
HSIP City's match @ 5.7%	\$ 203,966.00
STP Federal-aid funds (Roadway)	\$ 463,264.00

STP City's match @ 5.7%	\$ 28,002.00
City's funds @100%	\$ 35,636.00
City's funds @ 100% (Waterline)	\$ 1,532,373.00
STP Federal-aid funds (Water Quality Devices)	\$ 161,562.00
STP City's funds @ 5.7%	\$ 9,766.00
STP Federal-aid funds (Storm Drain)	\$ 389,459.00
STP City's funds @ 5.7%	\$ 23,541.00
City's funds @ 100% (Trunkline)	\$ 673,780.00
City's funds @ 100% (Joint Trench)	\$ 408,183.00
*Estimated Subtotal – Construction (State administered)	\$ 7,303,911.00
 Estimated Total Federal Funds	 \$ 6,519,290.00
Estimated Total City Funds	\$ 3,227,296.00
 Estimated TOTAL Project Cost	 \$ 9,746,586.00

** (Includes 14% CE (this percentage is subject to change, any change will require concurrence from the City) and 4% Project contingencies).

II. SCOPE OF WORK

Section II. Paragraphs 1. k, and n, in addition to 2. k., and n are revised and 2. t, is added as follows:

1. The State will:

- k.** Within 30 days of receipt of approved invoices and supporting documentation, reimburse the City for Federal right-of-way acquisition expenditures in an amount not to exceed **\$657,278.00**.
- n.** Upon completion of negotiations for the Guaranteed Maximum Price (GMP(s)), to construct the Project, invoice the City for the City's share of the agreed upon GMP and post-design services, currently estimated at **\$2,711,836.00**. Upon receipt of the City's consent and receipt of said funds, request authorization by FHWA for the construction phase of the Project.

2. The City will:

- k.** Invoice the State for reimbursement of eligible, incurred costs including all necessary backup documentation, within 30 days of payment, for Federal right-of-way acquisition costs, in an amount not to exceed **\$657,278.00**. Be responsible for the City's share of the 5.7% match.
- n.** Upon completion of negotiations for the GMP(s) and receipt of an invoice from the State, remit the City's share of the agreed upon GMP, currently estimated at **\$2,711,836.00**.

- t. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right-of-way to re-establish the prior right location for those utilities with prior rights.

III. MISCELLANEOUS PROVISIONS

Section III. Paragraph 14. is revised as follows:

14. 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.TWO 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. Two and that the Amendment No. Two is in proper form.

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

CITY OF PEORIA

STATE OF ARIZONA

Department of Transportation

By _____
CATHY CARLAT
Mayor

By _____
STEVE BOSCHEN, P.E.
Division Director

ATTEST:

By _____
RHONDA GERIMINSKY
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF PEORIA

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 PEORIA, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. Two 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. Two.

DATED this _____ day of _____, 2016.

City Attorney