

ADOT CAR No.: IGA 21-0008223-I  
Amendment No. One: 23-0009565-I  
AG Contract No.: P0012021001317  
Project Location/Name: Stadium Trail  
Phase 2; 75<sup>th</sup> Avenue to Skunk Creek  
Type of Work: Multi-use Path  
Federal-aid No.: CMAQ-PEO-0(229)T  
ADOT Project No.: T032101D/03D/01C  
TIP/STIP No.: PE023-040  
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  
THE CITY OF PEORIA

**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 PEORIA, acting by and through its MAYOR and CITY COUNCIL (the “City” or “Local Agency”). 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 21-0008223-I, A.G. Contract No. P0012021001317, was executed on December 6, 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 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 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 design and construction of the Stadium Trail Phase 2, which includes but is not limited to, approximately 0.15 miles of multi-use path, a clear span pedestrian bridge of Skunk Creek near its confluence with the Arizona Canal Diversion Channel (ACDC), and an undercrossing of the existing 75<sup>th</sup> Avenue bridge to connect to the existing trail along the ACDC, (the "Project"). The Project includes an approximately 12 foot wide concrete path with two-foot and four-foot wide shoulders with landscaping and lighting, and safety rails in sections abutting Skunk Creek and the ACDC. The Project cost, shown in Exhibit A, is estimated at \$4,691,849, which includes federal aid, City match, and City costs at 100%. The State will administer the design, and 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 \$238,389. 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 federal funds from the 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 \$238,389, 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 20. is revised, as follows:**

20. 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.

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**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 PEORIA**

By \_\_\_\_\_ Date \_\_\_\_\_  
**JASON BECK**  
Mayor

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**AGNES GOODWINE**  
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 PEORIA, 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. P0012021001317 (ADOT IGA 21-0008223-I), an Agreement between public agencies, the State of Arizona and City of Peoria 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**  
**Stadium Trail Phase 2, 75th Avenue to Skunk Creek**  
**Cost Estimate**

IGA: 21-0008223-I  
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**T032101D/03D/01C**

The Project costs are estimated as follows:

	<b>Original</b>	<b>Amend #1</b>	<b>AMENDED TOTAL</b>
Executed Date:	12/6/2021	Pending	
<b><u>ADOT Project Development Administration (PDA) Cost, non-federal-aid:</u></b>			
PDA costs	\$ 30,000.00	\$ -	\$ 30,000.00
<b><u>Scoping/Design, non-federal-aid:</u></b>			
City's contribution @ 100%	\$ 230,000.00	\$ 249,594.00	\$ 479,594.00
<b>Subtotal - Scoping/Design/PDA*</b>	<b>\$ 260,000.00</b>	<b>\$ 249,594.00</b>	<b>\$ 509,594.00</b>
<b><u>Construction:</u></b>			
Federal-aid funds @ 94.3%	\$ 2,304,322.00	\$ 1,639,544.00	\$ 3,943,866.00
City's match @ 5.7%	\$ 139,286.00	\$ 99,103.00	\$ 238,389.00
<b>Subtotal - Construction**</b>	<b>\$ 2,443,608.00</b>	<b>\$ 1,738,647.00</b>	<b>\$ 4,182,255.00</b>
<b>Estimated TOTAL Project Cost</b>	<b>\$ 2,703,608.00</b>	<b>\$ 1,988,241.00</b>	<b>\$ 4,691,849.00</b>
<b>City Funds</b>	<b>\$ 399,286.00</b>	<b>\$ 348,697.00</b>	<b>\$ 747,983.00</b>
<b>Federal Funds</b>	<b>\$ 2,304,322.00</b>	<b>\$ 1,639,544.00</b>	<b>\$ 3,943,866.00</b>

\* In accordance with the Original Agreement the City has been invoiced and paid \$509,594 for PDA and scoping/design costs

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