

ADOT CAR No.: IGA 22-0008631-I
Amendment No. One: 25-0011212-I
AG Contract No.: P0012022000937
Project Location/Name: 107th Ave & Rose
Garden Ln
Type of Work: Traffic Signals
Federal-aid No.: HSIP-PEO-0(230)T
ADOT Project No.: T0366
01D/03D/01R/01C
TIP/STIP No.: PEO23-070D, PEO24-070C
ALN: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 101878

**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 22-0008631-I, A.G. Contract No. P0012022000937, was executed on September 13, 2022, (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 an action of its City Council 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 Parties responsibilities related to right of way acquisition; 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 follow:

3. The work proposed under this Agreement consists of design and construction of intersection improvements, modifying the existing intersection improvements, installation of new traffic signal at 107th Ave and Rose Garden Lane, and right of way acquisition, (the "Project"). The Project may require additional right of way acquisition in addition to what has been identified. The State will administer the design, and advertise, bid, and award, and administer the construction phase of the Project. The City has acquired all necessary right of way for the Project. The City will be reimbursed an amount not exceed \$20,225 for eligible right of way costs incurred as detailed below. The total Project cost, shown on Exhibit A, is estimated at \$1,139,439.61, which includes federal aid and the City's funds.

II. SCOPE OF WORK

Section II, Paragraph 2.j. is added, as follows:

2. The State will:
 - j. Within 30 days after receipt, review, and approval of invoice(s) and documentation of payment of right of way acquisition, reimburse the City for eligible costs incurred not to exceed \$20,225, as shown in Exhibit A.

Section II, Paragraph 3.n. is added, as follows:

1. The City will:
 - n. Submit an invoice, on ADOT's Progress Payment Report, Exhibit B, attached and made a part of this Agreement, including all back-up documentation, to the State for review and approval, of eligible costs incurred by the City for right of way acquisition.

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.

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 _____
Emily Jurmu, City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
AUDRA MERRICK, PE
Project Delivery and Operations Division
Division Director

This Amendment No. One between public agencies, the State of Arizona and the 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
107th Ave Rose Garden Ln
Cost Estimate

IGA: 22-0008631-I
Amendment No. One: 25-0011212-I

T0366 01D/03D/01R/01C

The Project costs are estimated as follows:

	Original	Amend #1***	AMENDED TOTAL
Executed Date:	<i>September 13, 2022</i>	<i>Pending</i>	
<u>ADOT Project Development Administration (PDA) Cost:</u>			
Federal-aid Funds @ 100%	\$ 30,000.00	\$ -	\$ 30,000.00
Local Agency costs @ 100%	\$ -	\$ 11,000.00	\$ 11,000.00
			<hr/>
Subtotal - PDA			\$ 41,000.00
 <u>Scoping/Design:</u>			
Federal-aid Funds @ 100%	\$ 107,511.00	\$ 489.00	\$ 108,000.00
Local Agency costs @ 100%	\$ -	\$ 77,166.61	\$ 77,166.61
			<hr/>
Subtotal - Scoping/Design			\$ 185,166.61
 <u>Right of Way**</u>			
Federal-aid Funds @ 100%	\$ 20,225.00	\$ -	\$ 20,225.00
			<hr/>
Subtotal - Right of Way			\$ 20,225.00
 <u>Construction:*</u>			
Federal-aid Funds @ 100%	\$ 474,731.00	\$ -	\$ 474,731.00
Local Agency costs @ 100%	\$ -	\$ 418,317.00	\$ 418,317.00
			<hr/>
Subtotal - Construction			\$ 893,048.00
 Estimated TOTAL Project Cost	 \$ 632,467.00	 \$ 506,972.61	 \$ 1,139,439.61
 Total Federal Funds	 \$ 632,467.00	 \$ 489.00	 \$ 632,956.00
Total Local Agency Funds		\$ 506,483.61	\$ 506,483.61

*(Includes 15% 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)

** The Local Agency will complete right of way acquisition at their own cost, and request reimbursement as defined in this Agreement

*** Per the terms of the Original Agreement that city has been invoiced and paid \$11,000 for PDA, 77,166.61 for scoping/design, and \$418,317 for construction

