

ADOT File No.: IGA: 17-0006383-I
Amendment No. One: 18-0006747-I
AG Contract No.: P0012017001460
Project Location/Name: Elwood St-Cotton
Ln-Estrella-Pkwy Elliot Rd
Type of Work: Fiber Optic for ITS &
Traffic Signal Coordination
Federal-aid No.: CMAQ-GDY-0(211)D
ADOT Project No.: T0136 01D/01C/03D
TIP/STIP No.: GDY18-460D2
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 GOODYEAR

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), is 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 GOODYEAR, 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, IGA 17-0006383-I, A.G. Contract No. P0012017001460, was executed on May 10, 2017, (the "Original Agreement");

WHEREAS, the State is empowered by Arizona Revised Statutes §§ 11-952 and 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 §§ 11-952 and 48-572 to enter into this Amendment No. One and has by resolution, 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

WHEREAS, since the Original Agreement was entered, the City applied for closeout funding for the construction phase of this Project, which was approved by the MAG Regional Council and which reduced the City's funding obligations for the construction phase of this Project; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise Project costs and replace Exhibit A. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS

(NO CHANGES)

II. SCOPE OF WORK

Section II, Paragraph 1.f. is deleted in its entirety and replaced with the following:

1. The State will:
 - f. After completion of design and prior to bid advertisement, invoice the City for the actual Project Development Administration (PDA) (formerly referred to as PMDR) costs, as applicable, and the City's share of the Project construction costs, estimated at \$65,874.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

Section II, Paragraph 2.g. is deleted in its entirety and replaced with the following:

2. The City will:
 - g. Within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the City's Project construction costs, estimated at \$65,874.00. 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 20 is amended to add the following:

20. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

EXHIBITS

Exhibit A to the Original Agreement is deleted in its entirety and replaced with the Exhibit A Cost Estimate attached to Amendment One.

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 signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Amendment No. One 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 GOODYEAR

STATE OF ARIZONA
Department of Transportation

By _____
GEORGIA LORD
Mayor

By _____
STEVE BOSCHEN, P.E.
Division Director

ATTEST:

By _____
DARCIE MCCracken
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GOODYEAR

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 GOODYEAR, 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 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.

DATED this _____ day of _____, 2018.

City Attorney

EXHIBIT A
IGA 17-0006383-I
AMENDMENT NO. ONE 18-0006747-I
Cost Estimate

T0136 01D/03D/01C

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

T0136 01D (ADOT Project Development Administration (PDA) Cost, non-federal-aid)

PDA costs	\$ 30,000.00
Estimated Subtotal – PDA*	\$ 30,000.00

T0136 03D (design):

Federal-aid funds @ 94.3%	\$ 165,025.00
Town's match @ 5.7%	<u>\$ 9,975.00</u>
Subtotal – Scoping/Design**	\$ 205,000.00

T0136 01C (construction):

Federal-aid funds @ 94.3%	\$1,089,826.00
Town's match @ 5.7%	<u>\$ 65,874.00</u>
Subtotal – Construction***	\$1,155,700.00
Estimated TOTAL Project Cost	\$1,360,700.00
Total Federal Funds	\$1,254,851.00
Total Estimated Town Funds	\$ 105,849.00

*(Formerly referred to as PMDR)

**(Includes City's costs for environmental plan preparation/administration payable to ADOT, estimated at \$75,000.00)

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