

ADOT File No.: IGA/ JPA 13-0001743-I
Amendment No. One: 16-0005792-I
AG Contract No.: P0012013002173
Project Name: System Enhancements ITS
Project Location: 67th Avenue From
Glendale to
Cholla Street 3.5 miles
Federal-aid No.: GLN-0(241)T
ADOT Project No.: SZ076 01D 01C
TIP/STIP No.: GLN14-101
**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
CITY OF GLENDALE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), 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 GLENDALE, 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 13-0001743-I, A.G. Contract No. P0012013002173, was executed on October 16, 2013, (the "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 agreements expressed herein, the purpose of this Amendment No. One is to revise the funding. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS

Section I, Paragraph 7. Is revised, as follows:

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

SZ076 01D ADOT Project Management & Design Review (PMDR) Cost, non-federal-aid):

PMDR costs*	\$ 30,000.00
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SZ076 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 971,144.00
City's match @ 5.7%	<u>\$ 58,702.00</u>

Total Estimated City Funds	\$ 88,702.00
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Total Federal Funds	\$ 971,144.00
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Total Project Construction Costs **	\$ 1,059,846.00
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* (Included in the Total Project Cost) Received

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

The Parties acknowledge that the final Project amount may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

II. SCOPE OF WORK

Section II, Paragraph 1.e. is revised, as follows:

1. The State will:

- e. After completion of design and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, estimated at **\$58,702.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs; de-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project

Section II, Paragraph 2.e. is revised, as follows:

2. The City will:

- e. After completion of design, 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 **\$58,702.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

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 GLENDALE

STATE OF ARIZONA

Department of Transportation

By _____
KEVIN R. PHELPS
City Manager

By _____
STEVE BOSCHEN, P.E.
ITD Director

ATTEST:

By _____
PAMELA HANNA
Clerk

ADOT File No.: IGA/ JPA13-0004713-I
Amendment No. One: 16-0005792-I

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

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 GLENDALE, 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 _____, 2016.

City Attorney