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C-8975-1
06/14/2016

ADOT File No.: IGA/ JPA 13-0003921-I
Amendment No. One : 16-0005797- I
AG Contract No.: 13-0003921
Project Name: Widening for bike lanes &
sidewalk
Project Location: 55th Avenue, South of
Cactus Road
Federal-aid No.: GLN-0(244)T
ADOT Project No.: SZ10601D 01C
TIP/STIP No.: GLN 16-403
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 GLENDALE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), entered into this date June 28, 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 13-0002921-I, A.G. Contract No. 13-0003921, was executed on June 30, 2014, (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 add right-of-way acquisition costs language and revise funding. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS**Section I. Paragraph 3. and 6. are revised as follows:**

3. The work proposed under this Agreement consists of widening the existing roadway from (20) feet to forty-two (42) feet, with an additional six-and-one-half (6.5) feet of sidewalk, curb and gutter on 55th Avenue, just south of Cactus Roadwork that is, the "Project". TheCity will be responsible for the costs associated with right-of-way acquisition and for the costs of the ADOT on-call consultant and oversee the City's administration of the design. In addition, the State will advertise, bid, award, and administer the construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its review and approval.

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

SZ106 01D ADOT Project Management & Design Review (PMDR) Cost, non-federal-aid:

| | |
|-------------------|--------------|
| ADOT's PMDR cost* | \$ 30,000.00 |
|-------------------|--------------|

SZ106 03D Scoping/Design:

| | |
|---|---------------------|
| City's contribution @ 100%* | \$ 110,500.00 |
| Subtotal – PMDR/Scoping/Design* (State administered) | \$140,500.00 |

SZ106 01R Right-of-Way

| | |
|---------------------------|---------------|
| City's contribution @100% | \$ 104,837.00 |
|---------------------------|---------------|

SZ10 601C (construction):

| | |
|---|----------------------|
| Federal-aid funds (capped) CMAQ 94.3% | \$ 159,266.00 |
| City's match 5.7% | \$ 9,627.00 |
| City's contribution @ 100% | \$ 220,930.00 |
| Subtotal – Construction** (State administered) | \$ 389,823.00 |

Summary:

| | |
|-----------------------------------|----------------------|
| Total Estimated City Funds | \$ 475,894.00 |
| Total Federal Funds | \$ 159,266.00 |

| | |
|-------------------------------------|----------------------|
| Estimated TOTAL Project Cost | \$ 635,160.00 |
|-------------------------------------|----------------------|

* (Included in the City Estimated Funds)

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

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, 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 eventual, actual costs exceeding the final bid amount.

II. SCOPE OF WORK

Section II, Paragraph 1. d. is added.

1. The State will:

d. Execute this Agreement, and invoice the City for right-of-way acquisition costs, estimated at **\$104,837.00**. Once the costs are finalized, the State will either invoice or reimburse the City for the difference between the estimated and actual costs of the Project.

Section II, Paragraph 2. c. is added.

2. The City will:

c. Within (30) days of receipt of an invoice from the State, pay to the State the City's share of the Project right-of-way acquisition costs, estimated at **\$104,837.00**. Be responsible for any difference between the estimated and approved scoping/design 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.

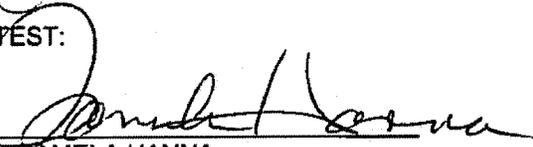
IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

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

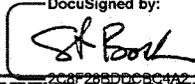
CITY OF GLENDALE

By 
KEVIN R. PHELPS
City Manager

ATTEST:

By 
PAMELA HANNA
City Clerk

STATE OF ARIZONA
Department of Transportation

DocuSigned by:

By 
STEVE BOSCHEN, P.E.
IDO Assistant Director

IGA/ JPA 13-0003921 -I
Amendment No. One : 16-0005797-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 14 day of June, 2016.


City Attorney



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
SUSAN E. DAVIS
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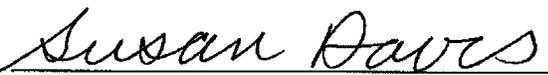
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012014000416 (ADOT IGA/JPA 13-0003921-I), Amendment No. One, an Agreement between public agencies, the State of Arizona and the City of Glendale, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, 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 Agreement.

DATED: June 28, 2016

MARK BRNOVICH
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:rl:# 5171040
Attachment