

ADOT File No.: IGA/ JPA 11-031I
ADOT CAR No.: 13-0001011-I
Amendment No. Two : 13-0003533-I
AG Contract No.: P0012011002159
Project: PV Pipeline MUP, Phase 3
Section: Long Mesa Dr. to SR 89A
Federal-aid No.: TEA-PRV-0(205)T
ADOT Project No.: SL680 01C / 01D
TIP/STIP No.: CY-PRV-12-03
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: N/A

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PRESCOTT VALLEY

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the "Amendment"), entered into this date _____, 2013, 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 TOWN OF PRESCOTT VALLEY, acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The Town and State are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 11-031I, A.G. Contract No. P0012011002159, was executed on August 17, 2011 (the "Original Agreement") and Amendment One to JPA/IGA 11-031-I was executed May 1, 2012 ("Amendment One").

NOW THEREFORE, in consideration of the mutual agreements expressed herein, the Parties desire to amend the Original Agreement and Amendment One to increase funding.

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment and has delegated to the undersigned the authority to execute this Amendment on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes § 48-572 to enter into this Amendment and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment and has authorized the undersigned to execute this Amendment on behalf of the Town.

Section I. Paragraph 8. Is revised, as follows:

8. The work embraced in this Agreement is for the construction of a 4,750 LF of ADA compliant new hard surfaced (asphalt), ten-foot-wide hard surfaced (asphalt) unlighted "multi-use" path. The proposed development also incorporates three rest areas and four striped crosswalks, gates, fencing, two bicycle racks, five signs, three benches, two trash containers, bollards and fencing (not identified in cost estimate), 3,500 LF of handrail, and includes development of 600 LF of culverts. The proposed development will be reseeded with a native wildflower and grass mix. Town may also incorporate local artwork into the Project, hereinafter referred to as the "Project". The proposed development will occur within portions of the Town's rights-of-way and also within El Paso Kinder Morgan Natural Gas interstate pipeline easements The State shall advertise, bid and award the Project. The estimated costs are as follows:

ADOT Project No. SL680 01D/01C**SL680 01D (Project Management and Design Review Fee, non Federal-aid)**

Town funds @100% (State Design Review Fee)*	\$ 5,000.00
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SL680 01D (design):

Federal-aid funds @ 94.3% (capped)	\$ 73,554.00
Town's match @ 5.7%	<u>\$ 4,446.00</u>
Subtotal – Design	\$ 78,000.00

SL680 01D (Project Management and Design Review Fee, Federal-aid)

Federal aid funds @ 94.3%	\$ 28,290.00
Town's match @ 5.7%	<u>\$ 1,710.00</u>
Subtotal-ADOT Project Management and Design Review Fee	\$ 30,000.00

SL680 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 426,425.00
Town's match @ 5.7%	<u>\$ 25,775.00</u>
Subtotal – Construction**	\$ 452,200.00

Total Estimated Project Cost	\$ 565,200.00
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Total Estimated Town funds	\$ 36,931.00
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Total Federal funds	\$ 528,269.00
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*(Included in the Town's total estimated costs-already received)

** (Includes 15% CE and 5% project contingencies)

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the Town 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 Town 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, Paragraphs 1.a., 1.b., and 1. d. are revised, as follows:

1. The State will:

a. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the Town for the Town's estimated additional share of the Project design and Project Management Design and Review (PMDR) costs, currently estimated at **\$6,156.00** and process the Town's already received design review fee of **\$5,000.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs.

b. Upon receipt of the Town's estimated share of the Project design and PMDR costs, currently estimated at **\$6,156.00**, on behalf and with consent of the Town, contract with one of the State's on-call consultants ("Consultant") to prepare all pertaining documents for the design and post-design of the project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, provide comments to the Town as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement. Issue the right of way clearance after review of the Consultant's right of way submittal.

d. Upon notification of design completion and prior to bid advertisement, invoice the Town, for the Town's share of funds for the construction costs of the Project currently estimated at **\$25,775.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs. Deobligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

Section II, Paragraphs 2.b. and 2.g. are revised, as follows:

2. The Town will:

b. Upon execution of this Agreement, and prior to performing or authorizing any work, and within thirty (30) days of receipt of an invoice from the State, pay the State the Town's additional estimated share of the Project design and PMDR costs, currently estimated at **\$6,156.00**. The Town has remitted to the State the State's design review fee of **\$5,000.00**. Be responsible for any difference between the estimated and actual design review costs.

g. Upon completion of design and prior to bid advertisement, pay the State, the Town's share of funds for the construction costs of the Project, currently estimated at **\$25,775.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs. Deobligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

III. MISCELLANEOUS PROVISIONS

This Amendment shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

ALL NOTICES OR DEMANDS upon any party to this Amendment shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Town of Prescott Valley
Attn: Norm Davis
7501 E. Civic Circle
Prescott Valley, Arizona 86314
(928) 583-6871
(928) 583-XXXX Fax

PURSUANT TO ARIZONA REVISED STATUTE § 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 and that the Amendment is in proper form.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year first above written.

TOWN OF PRESCOTT VALLEY

STATE OF ARIZONA

Department of Transportation

By _____
HARVEY SKOOG
Mayor

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
DIANE RUSSELL
Clerk

ADOT File No.: IGA/ JPA11-031 I
CAR No.:13-0001011-I
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ATTORNEY APPROVAL FORM FOR THE TOWN OF PRESCOTT VALLEY

I have reviewed the above referenced Amendment No. Two to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF PRESCOTT VALLEY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment.

DATED this _____ day of _____, 2013.

Town Attorney