

ADOT File No.: IGA/JPA **11-033I**  
AG Contract No.: P0012011002182  
Project: PV Pipeline MUP, Phase 2  
Section: Manley to Long Mesa  
**Project No.:** TEA-PRV-0(202)A  
**TRACS No.:** SL64101C/01d  
**COG/MPO TIP Item No.:** CYMPO FY  
11 #15  
**Budget Source Item No.:** N/A

**AMENDMENT NO. ONE  
TO  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF PRESCOTT VALLEY

**THIS AGREEMENT**, entered into this date \_\_\_\_\_, 2012, Amendment No. One amending JPA No. 11-033, A.G. Contract No.: **P0012011002182**, and executed **August 17, 2011**, pursuant to the 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 State and the Town are collectively referred to as "Parties".

**I. RECITALS**

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

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

**The purpose of this Amendment is to delete previous language of Self Administration and to revise/replace to show ON-CALL language**

**Article I, Paragraph 7 shall stay the same but is re-numbered as No. 8 and Paragraph 7 is added in full as follows:**

7. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

**THEREFORE**, in consideration of the mutual Agreements expressed herein, this Agreement is amended as follows:

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8.. The work embraced in this Agreement is for the construction of a 4,100 LF of ADA compliant new hard surfaced (asphalt) ten-foot-wide hard surfaced (asphalt) unlighted “multi-use” path. The proposed development also incorporates two rest areas and 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, hereinafter referred to as the “Project”, hereinafter referred to as the “Project”. The State shall advertise, bid and award the Project. The estimated costs are as follows:

**TRACS No. SL680 01D/01C**

**SL680 01D (design):**

Federal-aid funds @ 94.3% (capped)	<b>\$ 70,725.00</b>
Town’s match @ 5.7%	<b>\$ 4,275.00</b>
<b>State Review Fee</b>	<b><u>\$ 3,000.00</u></b>
<b>Subtotal – Design</b>	<b>\$ 78,000.00</b>

**SL680 01C (construction):**

<b>Approved Grant</b>	<b>\$ 363,350.00</b>
Federal-aid funds @ 94.3% (capped)	<b>\$ 342,639.05</b>
Town’s match @ 5.7%	<b><u>\$ 20,710.95</u></b>
<b>Subtotal – Construction*</b>	<b>\$ 363,350.00</b>

**TOTAL Project Cost** **\$ 438,350.00**

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

**II. SCOPE OF WORK**

**Article II, Paragraph a- h are deleted and replaced in full 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 share of the Project design costs, currently estimated at **\$4,275.00** and process the Town's already received design review fee of **\$3,000.00**. . 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 design review fee and the Town’s estimated share of the design Project costs, currently estimated at **\$4,275.00** 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.

c. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for scoping/design. Request the maximum programmed federal funds for the scoping/design of this Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of Project plans and specifications.

d. Upon notification by the Town and the Consultant of the completion of design 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 **\$20,710.95**. 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.

e. Upon receipt of the local match and any contribution toward construction, submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project.

f. Upon authorization by FHWA and with the aid and consent of the Town and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the Town, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

g. Notify the Town the Project has been completed and is considered acceptable, coordinating with the Town as appropriate and to turn over full responsibility of the Project improvements to the Town. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within 90 days of final acceptance.

h. Not be obligated to maintain said Project, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

**Article II, Paragraph a-q are deleted and replaced in full as follows:**

2. The Town will:

a. Upon execution of this Agreement, designate the State as authorized agent for the Town.

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, remit to the State the Town's estimated share of the Project design costs, currently estimated at **\$4,275.00**. The Town has remitted to the State the State's design review fee of **\$3,000.00**. Be responsible for any difference between the estimated and actual design review costs.

c. Allow the State to enter into an agreement with the selected Consultant to provide services as required and requested throughout the design and post-design of the project. Review the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

d. Enter into an agreement with the State for the use of one of the Consultants to provide services as required and requested throughout the development of the Project including the construction phase of the Project.

e. Monitor, and as required, be involved with all right of way activities and functions performed by the Consultant, including, but not specifically limited to, right of way survey, delineation, appraisal, review appraisal, acquisition, relocation and property management.

f. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding, including the State's design review fee separately billed by the State and included in the Cost Estimate. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Town is responsible for these costs.

g. Upon notification from the Consultant and/or the Town of the completion of design 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 **\$20,710.95**. Once the Project costs have been 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.

h. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the Town if applicable.

i. Hereby grant the State, its agents and/or contractors, without cost, the right to enter Town Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.

j. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the Town. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the Town. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

k. Upon completion of the Project, assume responsibility for maintenance of the Project, at its own expense and as an annual item in its budget. Provide perpetual and proper maintenance of the Project.

l. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to Arizona Department of Transportation Enhancement Section..

m. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after federal funds were first made available.

**III. MISCELLANEOUS PROVISIONS**

7. This Agreement 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 Agreement 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. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

Town of Prescott Valley  
Attn: Ray Smith  
750 E. Civic Circle  
Prescott Valley, Arizona 86314  
(928) 759-3075  
(928) 759-5514 Fax

**PURSUANT TO 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 Agreement and that the Agreement is in proper form.

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

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**IN WITNESS WHEREOF**, the Parties have executed this Amended Agreement 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.**  
Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
**DIANE RUSSELL**  
Clerk

**JPA 11,033I**

**ATTORNEY APPROVAL FORM FOR THE TOWN OF PRESCOTT VALLEY**

I have reviewed the above referenced Intergovernmental 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 A.R.S. § 11-951 through § 11-954 and declare this Agreement 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 Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Town Attorney