

Exhibit A

ADOT File No.: IGA.: 15-0005667-I
Amendment No. One: 18-0006840-I
AG Contract No.: P0012015003516
Project Location/Name: 8th Street and 21st
Avenue Yuma Type of Work: Install
Pedestrian Hybrid Beacons (PHB)
Federal-aid No.: HSIP-YUM-0(218)T
ADOT Project No.: T0032 01D/01C
TIP/STIP No.: COY-16-01D-01C
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 YUMA

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" or "ADOT") and the CITY OF YUMA, acting by and through its CITY COUNCIL (the "City"). The State and the City are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 15-0005667-I, A.G. Contract No. P001 2015 003516, was executed on June 6, 2016, (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 and 11-952 and Article III, Section 13 of the Yuma City Charter, to enter into this Amendment No. One and has by motion, 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

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise Project costs. 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 the scoping, design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

T0032 01D (scoping/design):

Federal-aid funds @ 100% (capped)	\$ 105,000.00
Subtotal – Scoping/Design/PDA*	\$ 105,000.00

T0032 01C (construction):

Federal-aid funds @ 100%	\$ 198,974.00
Federal-aid funds @ 94.3%	\$ 14,773.00
City's match @ 5.7%	<u>\$ 893.00</u>
Subtotal – Construction	\$ 214,640.00
TOTAL Estimated Project Cost	\$ 319,640.00
Total Estimated City's Funds	\$ 893.00
Total Federal Funds	\$ 318,747.00

* (Estimated City funds include ADOT Project Development Administration (PDA) Costs, (formerly referred to as Project Management & Design Review (PMDR)))

** (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.h is revised and 1.j is added, as follows:**

1. The State will:
 - h. Provide written documentation to the City that the Project has been completed and is considered acceptable, with all financial obligations closed out, coordinating with the

City as appropriate to turn over full responsibility of the Project improvements. The State will also de-obligate or otherwise release any remaining federal funds from the construction phase of the Project within 90 days of final acceptance.

- j. After completion of design and prior to bid advertisement, invoice the City for the City's share of 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 \$893.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the City for the difference between the 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.i. is added, as follows:

2. The City will:
 - i. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA costs and the City's share of the Project construction costs, estimated at \$893.00. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project

III. MISCELLANEOUS PROVISIONS

Section III, Paragraphs 20. and 21. are added, as follows:

20. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
21. The Parties shall ensure that all contractors comply with the applicable requirements of Arizona Revised Statutes §35-393.01.

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 YUMA

STATE OF ARIZONA
Department of Transportation

By _____
GREGORY K. WILKINSON
City Administrator

By _____
STEVE BOSCHEN, P.E.
Division Director

ATTEST:

By _____
LYNDA BUSHONG
City Clerk

ADOT File No.: IGA 15-0005667-I
Amendment No. One: 18-0006840-I

ATTORNEY APPROVAL FORM FOR THE ONE

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 YUMA, 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.

Richard W. Files
City Attorney