

ADOT File No.: IGA/ JPA.: 15-0005364-I
Amendment No. Two: 17-0006322-I
AG Contract No.: P0012015001920
Project Location/Name: Ave 3E - Araby Rd
Type of Work: Construct Intersection
Improvements
Federal-aid No.: YCT-0(209)T
ADOT Project No.: SZ053 01C
TIP/STIP No.: YU-12-10C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 27015

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF YUMA

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. Two"), 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 MAYOR and CITY COUNCIL (the "City"). The City and State are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 15-0005364-I, A.G. Contract No. P0012015001920, was executed on October 23, 2015, (the "Original Agreement") and Amendment One to the Original Agreement was executed on July 19, 2016, (the "Amendment No. One");

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

WHEREAS, the City is empowered by Arizona Revised Statutes § 48-572 to enter into this Amendment No. Two and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. Two is to allow the State to utilize City staff for inspection services on the Project, as defined in the Original Agreement. The Parties desire to amend the Original Agreement, as follows:

II. SCOPE OF WORK**Section II, Paragraph 3.a is added, as follows:**

3. The Parties agree:
 - a. A City staff ("Inspector") that has successfully completed the ADOT Inspector Training Bootcamp may provide eligible inspection services for the Project. If a City Inspector provides inspection services for the Project, the State shall reimburse the City for the City Inspector's labor and equipment costs, as set forth in this subsection. The City Inspector will remain an employee of the City and will not be considered a State employee during the term of this Agreement. The State, through the ADOT Construction and Materials Group, will coordinate with the ADOT Southwest District and the City Inspector to ensure all applicable ADOT policies and procedures are followed and met. The City will provide all required, current certifications and chargeable rates for labor and equipment, including but not limited to cellular phone, vehicle and materials testing equipment, to the ADOT Construction and Materials Group for pre-approval. The City Inspector will report to the State, through the ADOT Resident Engineer ("RE"), who shall act as the City Inspector's supervisor until the Project is complete, and the City Inspector will be available, as required, to meet the needs of the Project. The State will provide the City Inspector with a computer and an ADOT e-mail address; the City Inspector will comply with all ADOT hardware/software computer security requirements, this includes keeping the computer and any information in a secure location. The City will be responsible for providing a cell phone and vehicle for the City Inspector's use. The City shall not substitute, replace, or add any City Inspector(s) without prior approval from the State. The City Inspector must submit a timesheet to the State each week and must utilize ADOT's automated system to complete the required weekly timesheet. All work by the City Inspector must be invoiced within 30 days after completing such work for both payment and federal reporting purposes. The City will invoice the State monthly for reimbursement of the City Inspector's labor and equipment costs. Within 30 days of receipt of the invoice and all back-up documentation, the State shall reimburse the City for approved costs. The City will be notified of invoice approvals by the ADOT Southwest District.

The State, through the ADOT Southwest District, will evaluate the City Inspector at the end of the Project and report its finding to the ADOT Local Public Agency ("LPA") section indicating whether the City Inspector is eligible to inspect future City projects. The City Inspector will be evaluated on: initiative, attendance, ability to read plans and specifications, ability to perform material testing, and inspection of various construction duties, and other criteria set-forth by the ADOT Southwest District.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 18 is added, as follows:

18. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.

EXCEPT AS AMENDED herein, ALL OTHER terms and conditions of the Original Agreement and Amendment No. One remain in full force and effect.

THIS AMENDMENT NO. TWO 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. Two 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. Two and that the Amendment No. Two is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. Two 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 L. BUSHONG
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF YUMA

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 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. Two 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. Two.

DATED this _____ day of _____, _____.

Richard W. Files, City Attorney