

ADOT File No.: IGA/JPA 11-121I
Amendment No. One
AG Contract No.: P001 2011 002693
Project: DCR/Final Design
Section: Davis Rd SR 80 to SR 191
Federal Aid No.: CCH-0(203)A
ADOT Project No.: SS986 03D
TIP/STIP No.: SEAGO 2011 Am #2
Budget Source Item No.: Local

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
COCHISE COUNTY

PLEASE DO NOT ENTER

THIS AGREEMENT is entered into this date _____, 2012, to **AMEND, JPA 11-121I, executed September 26, 2011, the "Agreement,"** 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 COCHISE COUNTY, acting by and through its BOARD OF SUPERVISORS and CHAIRMAN (the "County"). The State and the County 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 County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
3. The Project Assessment of the 24-mile corridor of Davis Road between State Route 80 and State Route 191 to determine if Davis Road should or will function as a commercial freight corridor is hereinafter referred to as the "Study". The State shall be responsible for managing and administering the Study.
4. Such Project lies within the boundary of the County and has been selected by the County; the plans, estimates and specifications will be prepared and, as required, submitted by the State to the Federal Highway Administration (FHWA) for its approval.
5. The interest of the State in this Study is the acquisition and distribution of federal funds for the use and benefit of the County and to authorize such federal funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the County.
6. The proposed portion of work in this amended Agreement, hereinafter referred to as the 'Project,' includes the preliminary engineering for roadway widening of Davis Road for approximately two (2) miles between Central Highway and State Route (SR) 191 in Cochise County. The Project includes, but is not limited to, the preparation of a Design Concept Report (DCR); obtaining environmental, right-of-way, utility and materials clearances; preparing final design plans, specifications and cost estimate. The State will be responsible for managing and administering the Project.
7. Consistent with the terms of the original Agreement, the State invoiced and received, from the County, the County's local match of \$46,056.00. Additionally, the County has paid \$10,000.00 for the

State's estimated design review fee. Upon execution of this Amendment the State will split both the design review fee and the local match received and apply \$5,000.00 of the review fee and \$24,584.00 of the local match towards ADOT Project No. SS986 03D, addressed in this Amendment; and \$5,000.00 of the design review fee and \$21,472.00 of the local match to be applied towards ADOT Project No. SZ050 03D, to be addressed in JPA 12-081I.

THEREFORE, in consideration of the mutual Agreements expressed herein, to clarify the two distinct elements of the Study and the funding split for each Study element the Parties agree to enter into JPA 12-081I for the Project Assessment portion of the Study, and to amend the original Agreement to specifically address only the Design Concept Report/Final Design portion of the Study, known under this amendment as the 'Project'.

The **amended** Project costs are as follows:

ADOT Project No. SS986 03D

Federal Funds @ 94.3% (capped)	\$ 406,719.00
County Funds @ 5.7% match	\$ 24,584.00
State Design Review Fee	<u>\$ 5,000.00</u>

Total Estimated Project Costs **\$ 436,303.00**

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this amended Agreement, apply County funds, consistent with Section 1, paragraph 7, to this Project. Once Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs. The State will prepare a final reconciliation upon completion of the Project.

b. Upon execution of this amended Agreement, on behalf and with consent of the County, contract with one of the State's on-call consultants ("Consultant") to prepare all pertaining documents for the DCR and final design plans for the Project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, provide comments to the County and incorporate comments from the County, 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. The State will issue right of way clearance after review of the Consultant's right of way submittal, if needed.

c. Upon execution of this amended Agreement, and completion of the project Scope of Work, provide the County with an estimate of applicable review fees expected to be incurred by ADOT in behalf of the County. Provide regular billing statements related to charges against the design review fee balance to the County throughout the project.

2. The County will:

a. Upon execution of this amended Agreement, designate the State as authorized agent for and on behalf of the County to retain and contract with one of the State's on-call consultants to prepare the Design Concept Report, Environmental Report and Final Design Plans.

b. Hereby grant the State, its agents and/or contractors, without cost, the right to enter County Rights-of-Way, as required, to conduct any and all pre-design and design related activities, to accomplish among other things, soil, biological and cultural resource investigations.

III. MISCELLANEOUS PROVISIONS

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

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 Agreement the day and year first above written.

COCHISE COUNTY

STATE OF ARIZONA

Department of Transportation

By _____
RICHARD SEARLE
Chairman, Board of Supervisors

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

ATTEST:

By _____
KATIE HOWARD
Clerk of the Board

**IGA/JPA 11-1211
Amendment No. One**

ATTORNEY APPROVAL FORM FOR THE COCHISE COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the COCHISE COUNTY, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County 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

County Attorney