

ADOT File No.: IGA/JPA 11-037-I  
**Amendment No. Two:** 16-0005933-I  
AG Contract No.: P0012012000034  
Project Name: Drainage and Roadway  
Improvements  
Project Location: Davis Rd SR 80 to SR191  
**Federal Aid No.: CCH-0(202)T**  
**ADOT Project No.: SS95401D/01R/01C**  
**TIP/STIP No.: SEAGO 2016**  
**CFDA No.: 20.205 Hwy Planning and**  
**Construction**  
**Budget Source Item No.: LOCAL**

**AMENDMENT NO. TWO  
TO  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
COCHISE COUNTY

**THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. Two”),** entered into this date \_\_\_\_\_, 2016, 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 COCHISE COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the “County”). The County and State are collectively referred to as the “Parties.”

**WHEREAS,** the parties entered into the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 11-037-I, A.G. Contract No. P001 2012000034, executed March 6, 2012, (the “Original Agreement”) and Amendment No. One executed January 15, 2013, (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 County is empowered by Arizona Revised Statutes §11-952 and 11-251 to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the County; and

**NOW THEREFORE,** consistent with the mutual agreements expressed herein, the purpose of this Amendment No. Two is to revise the PMDR costs and to transfer \$231,160.00 from SS64201C (IGA/JPA 11-052) to SS95401C (IGA/JPA 11-037), as agreed to by the County and the State.

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**I. RECITALS**

**Section I. Paragraph 6 is revised, as follows:**

6. The federal funds will be used for the construction of the Project, including the right-of-way acquisition, construction engineering and administration costs (CE).

The estimated Project costs are revised, as follows:

**SS954 01D (ADOT Project Management & Design Review (PMDR) Cost ):**

Design Review Fees: County funds @ 100%	\$ 67,000.00
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<b>Subtotal – Design Review Fees</b>	<b>\$ 67,000.00</b>
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**SS954 01R (Right-of-Way Acquisition):**

Federal-aid funds @ 94.3% (capped)	\$ 207,640.00
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County's match @ 5.7%	\$ 12,540.00
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County's match @ 100%	<u>\$ 10,545.00</u>
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<b>Subtotal – Right-of-Way Project Costs</b>	<b>\$ 230,725.00</b>
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**SS954 01C (Construction):**

Federal-aid funds @ 94.3% (capped)	\$ 3,824,289.00
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County's match @ 5.7%	<u>\$ 231,160.00</u>
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<b>Subtotal – Construction Project Costs *</b>	<b>\$ 4,055,449.00</b>
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<b>Estimated TOTAL Project Cost</b>	<b>\$ 4,353,174.00</b>
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**Summary:**

<b>Total Estimated County Funds</b>	<b>\$ 321,245.00</b>
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<b>Total Federal Funds (capped)</b>	<b>\$ 4,031,929.00</b>
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\* (Includes 15% CE and 5% Project contingencies)

**Consistent with the Original Agreement, the State has received the following amounts:**

**01D: The State has invoiced and received \$67,000.00 to date, towards PMDR costs.**

**01R: The State has invoiced and received \$23,085.00 towards right-of-way acquisition costs.**

**01C: The State will transfer \$231,160.00 received for SS64201C to SS95401C to cover the County's 5.7% match for construction.**

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the County is responsible for, and agrees to pay, any and all, actual costs exceeding the initial estimate. If the final Project costs are less than the initial estimate, the difference between the final Project cost amount and the initial estimate will be de-obligated or otherwise released from the Project. The County 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.

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

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**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 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 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.

**COCHISE COUNTY**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
**RICHARD R. SEARLE**  
Chairman of the Board

By \_\_\_\_\_  
**STEVE BOSCHEN, P.E.**  
IDO Assistant Director

ATTEST:

By \_\_\_\_\_  
**ARLETHE G.RIOS**  
County Clerk

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**ATTORNEY APPROVAL FORM FOR COCHISE COUNTY**

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 COCHISE COUNTY, 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 County 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
County Attorney