

**ADOT File No.: IGA/ JPA.: 11-121-I
Amendment No. Two: 18-0007069-I
AG Contract No.: P001 2011 002693
Project Location/Name: Davis Road
Central Highway to SR 191
Type of Work: DCR/Final Design
Federal-aid No.: CCH-0(203)T
ADOT Project No.: SS986 03D/01C
TIP/STIP No.: SEAGO 2018-22 AM #2
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: N/A**

**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”), is entered into this date _____, pursuant to Arizona Revised Statutes (“A.R.S”) §§ 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 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 INTERGOVERNMENTAL AGREEMENT, JPA/IGA 11-121-I, A.G. Contract No. P001 2011 002693, was executed on September 26, 2011, (the “Original Agreement”), and JPA/IGA 11-121-I Amendment No. One, A.G. Contract No. P001 2011 002693, was executed on October 15, 2012, (the “Amendment No. One”);

WHEREAS, the State is empowered by A.R.S § 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 A.R.S § 11-251 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 County; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. Two is to add right-of-way acquisition costs and to revise design costs. The Parties desire to amend the Original Agreement and Amendment No. One, as follows:

I. RECITALS

Section I. Paragraphs 6. and 7. are revised, as follows:

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 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, right-of-way acquisition, preparing final design plans, specifications, and a cost estimate. The State will be responsible for managing and administering the Project.

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

SS986 01D/03D/01R

SS986 01D/03D:

| | |
|---|---------------------|
| Federal-aid funds @ 94.3% | \$ 463,299.00 |
| County's match @ 5.7% | \$ 28,004.00 |
| Project Development Administration (PDA)* | <u>\$ 23,500.00</u> |

Subtotal - Scoping/Design/PDA **\$ 514,803.00**

SS986 01R:

| | |
|------------------------------|----------------------|
| Federal-aid funds @ 94.3% | \$ 404,438.00 |
| County's match @ 5.7% | \$ 24,446.00 |
| County's contribution @ 100% | <u>\$ 116,116.00</u> |

Subtotal - Right-of-Way **\$ 545,000.00**

Estimated TOTAL Project Cost **\$ 1,059,803.00**

Total Estimated County Funds **\$ 192,066.00**

Total Federal Funds **\$ 867,737.00**

The County has been invoiced and paid \$41,504.00 for the County's share of PDA and Design and will pay an additional \$10,000.00 for PDA and the remaining \$140,562.00 for the County's share of Right-of-Way acquisition costs.

* (Formerly referred to as the State Design Review Fee, included in the County Estimated Funds)

II. SCOPE OF WORK

Section II. Paragraph 1.e. is added, as follows:

1. The State will:
 - e. After this Amendment No. Two is executed, invoice the County for the County's share of right-of-way acquisition costs, estimated at \$140,562.00. After the Project costs for right-of-way acquisition are finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs.

Section II. Paragraphs 2.e-i. are added, as follows:

2. The County will:
 - e. Within 30 days of receipt of an invoice from the State, pay to the State, the County's share of the Project right-of-way acquisition costs, estimated at \$140,562.00. Be responsible for and pay the difference between the estimated and actual right-of-way acquisition costs of the Project, within 30 days of receipt of an invoice.
 - f. 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, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the County, if applicable.
 - g. Certify that the County has adequate resources to discharge the County's real property related responsibilities and ensures that it's Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201).
 - h. Not permit or allow any encroachments on or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.
 - i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter County rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project,

on, to and over said County rights-of-way. The temporary right will expire with completion of the Project.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraphs 18 and 19 are added, as follows:

18. The County acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

19. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S §35-393.01.

EXCEPT AS AMENDED, 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 A.R.S § 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.

COCHISE COUNTY

STATE OF ARIZONA

Department of Transportation

By _____
PEGGY JUDD
Chairman, Board of Supervisors

By _____
STEVE BOSCHEN, P.E.
Division Director

ATTEST:

By _____
ARLETHE G. RIOS
Clerk of the Board

ATTORNEY APPROVAL FORM FOR COCHISE COUNTY

I have reviewed the above referenced Amendment No. Two to the Original Agreement and Amendment No. One 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 _____, 2018.

County Attorney