

ADOT File No.: IGA/ JPA 07-109I  
AG Contract No.: P0012008005567  
**Amendment No. One**  
Project: STP-000-6(151)P  
Section: BIXBY RD (GILA CO)  
#742-364-Y  
TRACS No.: **SR170 01C**  
Budget Source Item No.:

**AMENDMENT NO. ONE  
TO  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE GILA COUNTY

**THIS AGREEMENT**, entered into this date \_\_\_\_\_, 2013, 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 the GILA 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 have previously entered into INTERGOVERNMENTAL AGREEMENT, GILA COUNTY, A.G. Contract No.: P0012008005567, File No. JPA 01-109I, (hereafter, "the Agreement"); and,

**Whereas**, the parties desire to revise and apply additional funding for the upgrade of railroad crossing (#742-364-Y).

**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 by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

**The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the County is responsible for, and agrees to pay, any and all eventual, 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 County acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.**

**THEREFORE**, in consideration of the mutual Agreements expressed herein, due to added requirements and estimated costs the Parties agree to amend the original Agreement as follows:

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**Article I, Paragraph 6 is revised as follows:**

6. The work embraced in this Agreement is to upgrade the railroad crossing (#742-364-Y), by furnishing and installing flashers, gates and a timber crossing surface at Bixby Road in Gila County, hereinafter referred to as the "Project". The estimated construction costs are **revised** as follows:

**SR170 01C**

Preliminary Engineering	\$ 4,000.00
Furnish and Install Poles with LED Flashing Lights (by Railroad forces)	\$158,132.09
Total protection Work	\$162,132.09
Furnish and Install a Timber Crossing Surface (by Railroad forces)	\$101,760.23
Total Project	\$263,892.32
Federal Funds @ 94.3% of \$263,892.32	\$248,850.46
AZ Corp. Comm. Funds @ 5.7% of \$162,132.09	\$ 9,241.53
Gila County Funds @ 5.7% of \$101,760.23	\$ 5,800.33

**Breakdown of Estimated Additional Project Costs:**

Additional federal funds to furnish and Install poles with LED flashing lights (by Railroad forces) @ 100% federal funds	<b>\$ 555.00</b>
Additional federal funds to furnish and install a concrete crossing surface (by Railroad forces) @ 94.3% of \$10,398.00	<b>\$ 9,805.00</b>
Additional County funds to furnish and install a concrete crossing surface (by Railroad forces) @ 5.7% of \$10,398.00	<b><u>\$ 593.00</u></b>
<b>TOTAL Additional Project Costs:</b>	<b>\$10,953.00</b>

**II. SCOPE OF WORK**

**Article II, Paragraph 1. e. is added follows:**

1. The State shall:

e. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the County, for the County's **additional** estimated share of Project costs, currently estimated at **\$593.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs.

**Article II, Paragraph 2. h. and i. are added as follows:**

2. The County shall:

g. Within thirty (30) days of receipt of an invoice from the State, and prior to the performance or authorization of any work, remit the County's share for additional Project costs currently estimated at **\$593.00** to the State.

h. 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, 9.07 Monitoring Process and 9.08 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.

**III. MISCELLANEOUS PROVISIONS**

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

**ALL NOTICES OR DEMANDS** upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

Gila County  
Attn: Steve Sanders  
1400 E. Ash Street  
Globe, AZ 85501  
(928) 402-8530  
(928) 425-8104 FAX

**PURSUANT TO 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 Agreement and that the Agreement is in proper form.

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

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**IN WITNESS WHEREOF**, the Parties have executed this Amended Agreement the day and year first above written.

**GILA COUNTY**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
**MICHAEL A. PASTOR**  
Chairman

By \_\_\_\_\_  
**DALLAS HAMMIT, P.E.**  
Senior Deputy State Engineer for Development

ATTEST:

By \_\_\_\_\_  
**MARIAN SHEPPARD**  
Chief Deputy Clerk

**JPA 07-109I  
Amendment No. One**

**ATTORNEY APPROVAL FORM FOR THE GILA COUNTY**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the GILA 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 \_\_\_\_\_, 2013.

\_\_\_\_\_  
Bryan Chambers, Deputy Attorney Principal