

**ADOT File No.: IGA: 10-057-I**  
**Amendment No. One: 17-0006729-I**  
AG Contract No.: P001 2010 003017  
Project Location/Name: Lake Havasu Ave S.  
Palo Verde - Industrial  
Type of Work: Roadway Reconstruction  
**Federal-aid No.: STP-LHV-0(201)A**  
**ADOT Project No.: SS85901C**  
**TIP/STIP No.: LHV12-104C**  
**CFDA No.: 20.205 - Highway Planning and**  
**Construction**  
**Budget Source Item No.: NA**

**AMENDMENT NO. ONE  
TO  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF LAKE HAVASU CITY

**THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One")**, is 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") and the CITY OF LAKE HAVASU CITY, 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, IGA/JPA 10-057-I, A.G. Contract No. P001 2010 003017, was executed on October 8, 2010, (the "Original Agreement");

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

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

**NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise the Project costs and Project description. The Parties desire to amend the Original Agreement, as follows:**



**Section II, Paragraph 2.b. is revised, and Paragraphs 2.h. through 2.l. have been added, as follows:**

2. The City will:
  - b. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA costs and the City share of the Project construction costs, estimated at \$59,800.00. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.
  - 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, 9.06 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 City, if applicable.
  - i. Certify that the City has adequate resources to discharge the City's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and 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)
  - j. 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 City shall take all necessary steps to remove or prevent any such encroachment or use.
  - k. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said City rights-of-way. This temporary right will expire with completion of the Project.
  - l. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right-of-way to re-establish the prior right location for those utilities with prior rights.

**III. MISCELLANEOUS PROVISIONS**

**Section III, Paragraph 15 is added, as follows:**

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

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

**THIS AMENDMENT NO. ONE** 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. One 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. One and that the Amendment No. One is in proper form.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. One the day and year first above written.

**CITY OF LAKE HAVASU CITY**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
**MARK S. NEXSEN**  
Mayor

By \_\_\_\_\_  
**STEVE BOSCHEN, P.E.**  
Division Director

ATTEST:

By \_\_\_\_\_  
**KELLY WILLIAMS**  
City Clerk

ADOT File No.: IGA 10-057-I  
Amendment No. One: 17-0006729-I

**ATTORNEY APPROVAL FORM FOR THE CITY OF LAKE HAVASU CITY**

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF LAKE HAVASU CITY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One 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. One.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
City Attorney