

CITY OF TUCSON
AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
RECORDED IN DOCKET 13820, PAGE 2506
Resolution 21556, Dated 05-17-10, City of Tucson Contract 16839
PROJECT: RTA Project 50 -- Downtown/University High-Capacity
Transit (Streetcar)
TIP Number 73.06
PARTIES: City of Tucson and Regional Transportation Authority
AMENDMENT NO. 1

ORIGINAL TERM: <u>May 27, 2010</u>	ORIGINAL AMOUNT:	\$ 45,806,372
CURRENT TERMINATION DATE: <u>Not specified</u>	PRIOR AMENDED AMOUNT	\$ N/A
AMENDED TERMINATION DATE: <u>Not Applicable</u>	AMOUNT THIS AMENDMENT	\$ 20,293,628
	NEW AMENDED TOTAL	\$ 66,100,000

AMENDMENT NO. 1

WHEREAS, the Regional Transportation Authority of Pima County (RTA) has entered into an Intergovernmental Agreement (Contract No. 16839, IGA Number 13820-2506) with the City of Tucson to construct the Downtown/University High-Capacity Transit (Streetcar) project (“the Project”); and

WHEREAS, the RTA Plan, approved by the voters at the special election held in Pima County, Arizona, on May 16, 2006, authorized funding for the Project in the amount of \$87,727,000 for planning, design, right of way acquisition, vehicle purchase, construction, and initial operation; and

WHEREAS, the RTA Plan further identified the commitment of \$75,000,000 of non-RTA revenues for the Project. The non-RTA revenues may consist of development impact fees, local funds, regional funds, or federal funds; and

WHEREAS, an initial IGA (Contract No. 0562-07, IGA No. 13047-2795 dated 5-03-2007) provided \$8,900,000 for planning, pre-design, environmental and other activities; and

WHEREAS, a subsequent IGA (Contract No. 16839, IGA No. 13820-2506 dated 6-1-2010) provided additional funding totaling \$45,806,372 and replaced the initial IGA; and

WHEREAS, the parties desire to add additional funding to the current IGA to complete all phases of design, right of way and construction of the Project; and

WHEREAS, the parties acknowledge the RTA IGA amount may not fully fund all the activities and phases contemplated under the amended IGA, necessitating the use of other local and/or federal funds; and

WHEREAS, the parties acknowledge additional funding will be necessary to complete the Project;

NOW, THEREFORE, the Agreement is amended as follows:

CHANGES: 1. Revise paragraph 4.c), Responsibilities of the Implementation Agency

From: “If consultants or contractors are employed by the Implementing Agency to perform any portion of the Project, the Implementing Agency shall be responsible for the contracts for design and construction of the Project and shall select the consultants and contractors to be used on the Project. The Implementing Agency shall immediately provide to the Authority copies of any and all contract documents and related materials upon request by the Authority. The Implementing Agency shall retain the usual rights of the owner of a public contract, including the authority to approve changes and make payments. However, any changes to the Project which would result in the final project cost exceeding, by ten or more percent, the Authority’s budget amount for the Project must be approved by the Authority in advance of those changes being made; regardless of the fact the Authority will not be paying for them. Where changes result in savings, those savings shall be recommitted to the Project.”

To: “If consultants or contractors are employed by the Implementing Agency to perform any portion of the Project, the Implementing Agency shall be responsible for the contracts for design and construction of the Project and shall select with concurrence of the Authority the consultants and contractors to be used on the Project. The Implementing Agency shall immediately provide to the Authority copies of any and all contract documents and related materials upon request by the Authority. The Implementing Agency shall retain the usual rights of the owner of a public contract, including the authority to approve changes and make payments. However, any changes to the Project which would result in the final project cost exceeding, by ten or more percent, the Authority’s budget amount for the Project must be approved by the Authority in advance of those changes being made; regardless of the fact the Authority will not be paying for them. Where changes result in savings, those savings shall be recommitted to the Project.”

2. Revise paragraph 4.e), Responsibilities of the Implementing Agency

From: “The Implementing Agency shall operate and maintain the improvements during and after completion of construction.”

To: “The Implementing Agency shall operate and maintain the improvements during construction. Post construction operations of the Project shall be specified under a separate agreement between the City and the Authority. Any transit management and operation contracts related to the Project which are needed prior to the adoption of the final project operations agreement between the parties shall be approved by the City and the Authority.”

3. Revise paragraph 9, Ownership of Improvements

From: "Ownership and title to all materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in the City of Tucson upon completion of the Project."

To: "Upon completion of the Project, ownership of and title to all materials, equipment and appurtenances installed pursuant to this Agreement shall be mutually agreed upon by the City of Tucson and the Authority."

4. Exhibit C attached hereto and incorporated herein by reference increases the project RTA funding to \$66,100,000 to complete construction.

The effective date of this Amendment shall be _____. All other provisions not specifically changed by this Amendment shall remain in full force and effect.

In Witness Whereof, the Regional Transportation Authority of Pima County has caused this Amendment to be executed by its Chair of the Board and attested by the Executive Director, and the City of Tucson has caused this Amendment to the Agreement to be executed by the Mayor of the City of Tucson and attested by its City Clerk.

REGIONAL TRANSPORTATION AUTHORITY

Board Chair

Date

ATTEST:

Gary G. Hayes, Executive Director

Date

CITY OF TUCSON

Jonathan Rothschild, Mayor

Date

ATTEST:

City Clerk

Date

ATTORNEY CERTIFICATION

The foregoing Amendment to the Agreement by and between the Regional Transportation Authority of Pima County and the City of Tucson has been reviewed pursuant to A.R.S. 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the undersigned.

Regional Transportation Authority of Pima County

Thomas Benavidez, Attorney for the Authority

Date

City of Tucson

City Attorney

Date

EXHIBIT C
CONSTRUCTION OF RTA PROJECT 50
(Modern Streetcar Transportation Improvements)

1. **RTA Ballot Project/Program Number:** IV.50
2. **RTA Plan Project Element or Program Category:** Transit
3. **TIP Project Number:** 73.06
4. **Project Name:** Downtown/University High Capacity Transit (Modern Streetcar)
5. **Type of Work** (Pre-design, Design, Right-of-way, Construction, other)
Pre-Design
Design
Right-of-Way
Construction X
Other (Procurement of vehicles, operations)
6. **Project Manager for Status Reports** (Include Contact Information):
Shellie Ginn, Transportation Program Coordinator – City of Tucson
Telephone: 837-6698, E-mail: Shellie.Ginn@Tucsonaz.gov
7. **Authorized representative for signing and submitting payment requests** (Include Contact Information):
Roy Cuaron, Transportation Administrator –City of Tucson
Telephone: 837-6685, E-mail: Roy.Cuaron@Tucsonaz.gov
8. **Map of Project Limits:** See IGA, Exhibit A
9. **Narrative description of scope of Project, what improvements are included and intent of Project** (Discuss any problems and how Project addresses same).

In May 2007, a previous IGA (13047-2795) for \$8,900,000 was approved for the Pre-Design phase. In May 2010, IGA No. 13820-2506 provided an additional funding commitment of \$45,806,372 for design, construction, vehicle acquisition, and operations. This IGA Amendment will complete construction of the project.

The Modern Streetcar line is forecast to begin operation in fall 2013.

10. **Total maximum amount of Authority funding allowed for the Project or Project component under the RTA Agreement.**

\$87,727,000 (\$75,000,000 for design and construction, \$12,727,000 for operations and maintenance)

11. Current RTA Funding Request (this exhibit)

\$20,293,628

12. Total Amount of Previous RTA Funding Commitments

IGA No. 13047-2795 \$8,900,000

IGA No. 13820-2506 \$45,806,372

13. FY 09-13 TIP Project cost and breakdown of any other regional, local, federal and/or state funding, if applicable, to meet the cost under this Agreement.

Previous RTA IGA amount \$ 45,806,372
RTA funds this Request \$ 20,293,628
Local Funds (please specify) \$ 63,000,000 (TIGER grant)
Other Funds \$ 25,000,000
Other (please specify) \$ _____
Total \$ _____

14. Detailed Project budget and cost breakdown identifying total cost of eligible items sought for reimbursement from the Authority, including any proposed billing of staff time directly attributable to the Project.

Item	Estimated Consultant/ Contractor Costs	Reimbursement Timeline
Construction Costs	\$20,293,628	2012 through 2013