

THIRD AMENDMENT TO TRANSIT SERVICE

INTERGOVERNMENTAL AGREEMENT

CITY OF FLAGSTAFF

AND

NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC

TRANSPORTATION AUTHORITY

THIS THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this "Third Amendment") is made and entered into effective as of the ___ day of _____, 2013 (the "Effective Date"), by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and the Northern Arizona Intergovernmental Public Transportation Authority ("NAIPTA") an corporate body and political subdivision of the State of Arizona ("NAIPTA"). City and NAIPTA are sometimes referred to in this Second Amendment collectively as the "Parties" and each individually as a "Party."

RECITALS:

A. The Parties entered into an Intergovernmental Agreement for transit services dated July 1, 2006, (the "Original IGA") which was amended the agreement on June 18, 2008 (the "First Amendment") and on December 12th 2011 (the "Second Amendment"). The term "Original IGA" as used herein shall mean the Original IGA as amended in the First and Second Amendments. All capitalized terms used without definition in this Third Amendment shall have the definitions ascribed to them in the Original IGA,

B. The Parties now desire to amend the Original IGA to provide for the City to provide project management services for the construction and development of an expanded bus storage and maintenance facility (Bus Facility Expansion) at NAIPTA headquarters on property owned by NAIPTA and located at 3773 N Kaspar Avenue, Flagstaff, AZ 86004, as described in the Scope of Services attached hereto as Exhibit "A," pursuant to the terms and conditions contained in this Third Amendment.

C. Construction of the Bus Facility Expansion will be funded in part through a grant from the Federal Transit Authority ("FTA" and the "FTA Grant"), with matching funds provided through the dedicated transit tax funds. The FTA Grant and the dedicated transit tax funds are referred to in this Third Amendment as the Federal Funds. Federal law requires that the bus facility be used for transit purposes (as defined by the FTA) for a useful life as defined by NAIPTA and approved by FTA in federal grant award.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Original IGA as follows:

1. Section 1, "Obligations of NAIPTA" is amended by adding new Section 1.5 to read:

1.5 Bus Facility Expansion Obligations

1.5.1 NAIPTA will be responsible for planning and development of the Property for the Bus Facility Expansion. NAIPTA or its Contractor will provide plans and specifications of site development to the City.

1.5.2 NAIPTA shall pay for 100% of cost to design, permit, and construct the Bus Facility Expansion.

1.5.3 NAIPTA shall retain responsibility as the FTA grant recipient for grant reporting, closure, repayment, or any other fiscal or administrative duties as related to such grant.

1.5.4 NAIPTA shall be responsible for procurement and purchasing of all services, including professional services, and all materials, necessary for the development of the Bus Facility Expansion, in compliance with FTA procurement regulations.

2. Section 2, "City's Obligations" is amended by adding new Section 2.8 to read:

2.8 Bus Facility Expansion Obligations

2.8.1 City shall be responsible for providing project management as follows:

2.8.1.1 Act on behalf of the NAIPTA for all day-to-day construction related items.

2.8.1.2 Responsible for overall on-site contract management, administration, project controls, and coordination.

2.8.1.3 On-site management and construction phase communication procedures.

2.8.1.4 Construction Administration procedures.

2.8.1.5 Coordinate with NAIPTA and provide weekly updates on progress, quantity calculations, and Federal reporting.

2.8.1.6 Review Contractor construction schedule(s) and verify project tracking.

2.8.1.7 Interface with the Design-Build Construction Firm on all facets of the project

2.8.1.8 Monitor and enforce contractor compliance with plans, specifications

2.8.1.9 Assist in the timely review and response to requests-for-information, clarifications, and interpretations of the contract documents.

2.8.1.10 Develop and maintain a professional working relationship with the client, contractor, and (as needed) regulatory agencies.

2.8.1.11 Attend weekly progress / coordination meetings and review Contractor meeting minutes.

2.8.1.12 Review and recommend for approval requests for payment.

2.8.1.13 Present recommendations to Owner on impact of construction changes (time and budget).

2.8.1.14 Verify safety programs and provide report as needed to Owner.

2.8.1.15 Report, track, review and evaluate change orders (time and price).

2.8.1.16 Prepare monthly project progress reports.

2.8.1.17 Coordinate and oversee Project Close out.

2.8.1.18 Review record drawings, operations, and maintenance materials.

2.8.1.19 Insure redline As-builts are current and correct.

2.8.1.20 Assist NAIPTA with procurement and review of Third Party independent review of final construction Guaranteed Maximum Price.

2.8.2 City shall be responsible for submitting invoice to NAIPTA for service rendered under the terms of this IGA amendment.

3. Section 3 "Compensation" is amended by adding section 3.5 to read:

3.5 NAIPTA shall pay the City of Flagstaff \$122.56 per hour for Project Management services at a total price not to exceed \$70,000 for services rendered under the terms of this agreement.

4. Incorporation of Recitals and Attachments. The Recitals are acknowledged to be true and correct and are hereby incorporated as agreements of the Parties, and the Attachments are incorporated herein as if fully set forth in this Third Amendment.

5. Reaffirmation of Original IGA and Subsequent Amendments. Except as amended by this Third Amendment, the Original IGA, the First Amendment and the Second Amendment shall remain in full force and effect. In the event of any conflict between this Third Amendment and the Original IGA, the First Amendment and the Second Amendment, the terms of this Third Amendment shall prevail.

6. Counterparts. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Amendment may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment effective as of the Effective Date set forth above.

CITY OF FLAGSTAFF

NAIPTA

Jerry Nabours,
Mayor

Celia Barotz,
Board Chair

Attest:

Attest:

City Clerk

Clerk of the Board

Approved as to form:

City Attorney

General Counsel

Attachments: Scope of Services