

ADOT File No.: IGA 20-0007711-I  
Amendment No. One: 22-0008471-I  
AG Contract No.: P001 2020 000797  
Project Location/Name: Fourth St/Cedar  
Ave/Lockett Rd Roundabout  
Type of Work: Design and Construct  
Roundabout  
Federal-aid No.: FLA-0(221)T  
ADOT Project No.: T0247 01D/03D/01R  
01C  
TIP/STIP No.: 101020  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: N/A

**AMENDMENT NO. ONE  
TO  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF FLAGSTAFF

**THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”)**, is entered into this date April 21, 2022, 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 the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

**WHEREAS**, the INTERGOVERNMENTAL AGREEMENT, IGA 20-0007711-I, A.G. Contract No. P001 2020 000797, was executed on May 29, 2020, (the “Original Agreement”);

**WHEREAS**, the State is empowered by A.R.S. § 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 A.R.S. § 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 scope of work, costs, and replace Exhibit A. The City has requested additional improvements be included as part of the Project. The City will be responsible for the costs associated with the additional roadway and landscaping improvements, parking lot modifications and restriping, construction of a retaining wall, landscape/irrigation restoration, and replacement of existing sidewalk/accessible route connection. The Parties desire to amend the Original Agreement, as follows:**

**Consistent with the Original Agreement, the City has been invoiced and paid \$30,000.00 and will pay the remaining \$73,000.00 for the City's share of PDA and design costs within 30 days of receipt of an invoice.**

**The Parties incorporate the Recitals set forth above as part of the body of this Amendment No. One.**

**I. RECITALS**

**(NO CHANGES)**

**II. SCOPE OF WORK**

**Section I, Paragraph 1.d. is added, as follows:**

1. The Parties agree:
  - d. The State may utilize the City's Inspectors on the Project as needed by the State's Resident Engineer, in accordance with the following: all ADOT policies and procedures will be applicable as coordinated with ADOT's Northcentral District (the "District") and the ADOT Construction Group. The City, District, and the Construction Group must agree on the City Inspector. The City's Engineering Director must provide ADOT's Construction Group, (for pre-approval), all required and current certifications and chargeable rates (labor and equipment). The City Local Inspector will report to ADOT's Resident Engineer and must comply with all ADOT hardware/software computer requirements, which includes maintaining the computer and any information in a secure location. The City Inspector must also utilize ADOT's automated system to complete the required weekly time sheet. The City Inspector will remain an employee of the City and will not be considered an ADOT employee during the term of this Agreement. The City will invoice monthly for reimbursement, and all charges must be kept current for both payment and federal reporting purposes. The City will be notified of all approvals by the ADOT Construction Group. The City agrees to provide an inspector dedicated to the project for a minimum of 8 hours per week. The City inspector will attend all weekly construction meetings and be available for inspections of the project within 30 minutes of notification by the ADOT Resident Engineer. The City billing rate will be as follows:
    - \$44.00 per hour for burdened labor.
    - \$6.00 per hour for phone, vehicle, and other incidentals.
      - \$50.00 per hour maximum billing rate for each hour worked.

**Section II, Paragraph 2.c. is revised, as follows:**

2. The State will:
  - c. Reimburse the City for the City's eligible incurred right of way acquisition expenditures, up to \$92,398.00. Coordinate with the City as required for all right of way activities. Right of way acquisition is estimated at \$623,211.00 of which the City's share is estimated at \$530,813.00

**Section II, Paragraph 2.l. is added, as follows:**

2. The State will:
  - l. After completion of design and prior to bid advertisement, invoice the City for the actual PDA costs, as applicable, and the City's share of the Project construction costs, estimated at \$1,614,225.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

**Section II, Paragraph 3.c. is revised, as follows:**

3. The City will:
  - c. Invoice the State (no more than monthly) for the City's right of way acquisition expenditures providing all back-up documentation. Coordinate with the State as required for all right of activities. Right of way acquisition is estimated at \$623,211.00, of which the City's share is estimated at \$530,813.00

**Section II, Paragraph 3.o. is added, as follows:**

3. The City will:
  - o. 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's share of the Project construction costs, estimated at \$1,614,225.00. 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.

**III. MISCELLANEOUS PROVISIONS**

**Exhibit A to the Original Agreement is replaced by the Exhibit A attached to this Amendment No. One.**

**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 the signing and dating of all Parties.

**IN ACCORDANCE WITH** A.R.S. § 11-952 (D), the written determination of each Party’s legal counsel providing 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 is set forth below.

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

**CITY OF FLAGSTAFF**

DocuSigned by:  
By Paul Deasy Date 4/20/2022  
716BC69C08774EF...  
**PAUL DEASY**  
Mayor

**ATTEST:**


DocuSigned by:  
By Stacy Saltzburg Date 4/20/2022  
8C95EB0863D1441...  
**STACY SALTZBURG**  
City Clerk


I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF FLAGSTAFF, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement 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 Agreement. Approved as to Form:

DocuSigned by:  
By Christina Rubalcava for Date 04/20/2022  
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City Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

DocuSigned by:  
By  Date 4/21/2022  
48C55E54D3CE49E...  
**BRENT A. CAIN, PE**  
Transportation Systems Management and Operations Division Director

DocuSigned by:  
By  Date 4/21/2022  
2C8F28BDDC8C4A2...  
**STEVE BOSCHEN, PE**  
Infrastructure Delivery and Operations Division Director

A.G. Contract No. P001 2020 000797 (ADOT IGA 20-0007711-I, Amendment No. One: 22-0008471-I), an Agreement between public agencies, the State of Arizona and the City of Flagstaff has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401 by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DocuSigned by:  
By  Date 4/21/2022  
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Assistant Attorney General

**EXHIBIT A**  
**IGA 20-0007711-I**  
**Amendment No. One: 22-0008471-I**  
**Cost Estimate**

**T0247 01D/03D/01R/01C**

**ADOT Project Development Administration (PDA) Cost, non-federal-aid:**

PDA costs\* \$ 47,500.00

**Scoping/Design:**

Federal-aid funds @ 100% \$ 450,000.00

City funds @ 100% (Preliminary engineering for right of way) \$ 25,000.00

City funds @ 100% (Additional scope of work) \$ 30,500.00

**Subtotal – Scoping/Design/PDA\* \$ 553,000.00**

**Right of Way:**

Federal-aid funds @ 100% (Reimbursable) \$ 92,398.00

City funds @ 100% \$ 530,813.00

**Subtotal – Right of Way \$ 623,211.00**

**Construction:**

Federal-aid funds @ 100% \$ 1,385,969.00

City Funds @ 100% \$ 1,614,225.00

**Subtotal – Construction\*\* \$ 3,000,194.00**

**Estimated TOTAL Project Cost \$ 4,176,405.00**

**Total Estimated City Funds \$ 2,248,038.00**

**Total Federal Funds \$ 1,928,367.00**

\* (Included in the City Estimated Funds; \$30,000.00 has been invoiced and paid by the City)

\*\* (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

**RESOLUTION NO. 2022-15**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FLAGSTAFF FOR THE DESIGN AND CONSTRUCTION OF A ROUNDABOUT AT THE SIGNALIZED INTERSECTION OF FOURTH STREET AND CEDAR AVENUE/LOCKETT ROAD**

**RECITALS:**

WHEREAS, the Arizona Department of Transportation and City of Flagstaff desire to amend an intergovernmental agreement for designing and constructing a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road; (the "Project"); and

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 20-0007711-I, A.G. Contract No. P001 2020 000797, was executed on May 29, 2020 (the "IGA"); and

WHEREAS, the Project will be designed and constructed per the contract documents, developed under IGA 20-0007711-I; and

WHEREAS, the parties to the IGA have updated information related to the scope and cost of the Project and this updated information is set forth in this proposed Amendment No. One; and

WHEREAS, the purpose of the IGA and this Amendment No. One is to set forth the parties' respective duties and obligations with respect to the design and construction of the Project; and

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 and the City is empowered by Arizona Revised Statutes §§ 11-952 to amend this IGA; and

WHEREAS, the City Council has read and considered the staff summary report and proposed Amendment No. One attached thereto, and finds that it is in the best interests of the City to amend the IGA.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

**SECTION 1. In General.**

The Flagstaff City Council hereby authorizes the Mayor to execute Amendment No. One to the IGA between the State of Arizona, acting by and through its Department of Transportation, and the City of Flagstaff, Arizona, attached hereto as Exhibit A, which shall become effective upon the date first executed by both parties ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.


PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of April, 2022.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY For

Exhibits:  
Exhibit A – Amendment No. One