

ADOT CAR No.: IGA 20-0007711-I  
Amendment No. Two: 24-0009568-I  
AG Contract No.: P0012020000797  
Project Location/Name: Fourth St/Cedar  
Ave/Lockett Rd Roundabout  
Type of Work: Design and Construct  
Roundabout  
Federal-aid No.: HSIP-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.: NA

**AMENDMENT NO. TWO  
TO  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF FLAGSTAFF

**THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. Two”),** is entered into this date \_\_\_\_\_, 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. P0012020000797, was executed on May 29, 2020, (the “Original Agreement”); IGA 20-0007711-I Amendment No. One, was executed on April 21, 2022, (the “Amendment No. One”);

**WHEREAS,** the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

**WHEREAS,** the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. Two and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the City; and

**NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. Two is to increase Project Development Administration (PDA), design, and construction costs; Exhibit A is revised and replaced accordingly. The Parties desire to amend the Original Agreement and Amendment No. One, as follows:  
Consistent with the Original Agreement and Amendment No. One, the City has been invoiced and paid \$220,136 for the City’s share of PDA and scoping/design costs and the City will pay**

**the remaining \$107,811 for City's share of PDA and scoping/design costs within 30 days of receipt of an invoice.**

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

**I. RECITALS**

**(NO CHANGES)**

**II. SCOPE OF WORK**

**Section II, Paragraph 2.c. and 2.l. are 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. Coordinate with the City as required for all right of way activities. Right of way acquisition is estimated at \$931,195 of which the City's share is estimated at \$838,797.
  - 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 \$3,566,271. 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. and 3.o. are 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 \$931,195, of which the City's share is estimated at \$838,797.
  - 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, the City's share of the Project construction costs, estimated at \$3,566,271, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.

**III. MISCELLANEOUS PROVISIONS**

**Section III, Paragraph 20. is revised, as follows:**

20. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

**EXCEPT AS AMENDED, ALL OTHER** terms and conditions of the Original Agreement and Amendment No. One remain in full force and effect.

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**Remainder of this page is intentionally left blank.**

**(Signatures begin on the next page)**

**THIS AMENDMENT NO. TWO** shall become effective upon the full completion of signing and dating by all Parties to this Amendment No. Two.

**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. Two and that the Amendment No. Two is in proper form is set forth below.

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

**CITY OF FLAGSTAFF**

By \_\_\_\_\_ Date \_\_\_\_\_  
**BECKY DAGGET**  
Mayor

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**STACY SALTZBURG**  
City Clerk

I have reviewed the above referenced Amendment No. Two to the Original 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 Amendment No. Two 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. Two.  
Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
**BRENT A. CAIN, PE**  
Transportation Systems Management and Operations Division Director

By \_\_\_\_\_ Date \_\_\_\_\_  
**STEVE BOSCHEN, PE**  
Infrastructure Delivery and Operations Division Director

A.G. Contract No. P0012020000797 (ADOT IGA 20-0007711-I Amendment No. Two: 24-0009568-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 Amendment No. Two.

By \_\_\_\_\_ Date \_\_\_\_\_  
Assistant Attorney General