

ADOT File No.: IGA 20-0007784-I  
Amendment No. One: 22-0008499-I  
AG Contract No.: P001 2020 001510  
Project Location/Name: Estrella/Pebble  
Creek Pkwy  
Type of Work: Vehicle Detection, Traffic  
Signal Controllers, and TMC Central  
System Upgrade  
Federal-aid No.: GDY-0(214)T  
ADOT Project No.: T026301D/01C  
TIP/STIP No.: GDY21-060D/C  
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 GOODYEAR

**THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”)**, 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 GOODYEAR, 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 20-0007784-I, A.G. Contract No. P001 2020 001510, was executed on November 25, 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 Project costs; Exhibit A is revised and replaced accordingly. 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 for the City’s total share of PDA and design costs, and \$93,925.00 for the City’s construction cost match; construction bids exceeded the cost estimate, the City was invoiced and paid \$426,259.00 to award the construction contract. The City requested and received additional

**federal funding to cover the awarded contract in the amount of \$426,259.00 with a match of \$25,765.00 for a total of \$452,024.00. After execution of this Amendment No. One, the City will be reimbursed \$400,494.00.**

**The Parties incorporate the Recitals set forth above and Exhibit A, attached hereto and made a part hereof, as part of the body of this Amendment No. One.**

**I. RECITALS**

**(NO CHANGES)**

**II. SCOPE OF WORK**

**(NO CHANGES)**

**III. MISCELLANEOUS PROVISIONS**

**(NO CHANGES)**

**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 intentionally left blank.**

**(Signatures on the next page)**

**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 GOODYEAR**

By \_\_\_\_\_ Date \_\_\_\_\_  
**JOE PIZILLO**  
Mayor

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**DARCIE McCRACKEN**  
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 GOODYEAR, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 9-240 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:

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

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
**STEVE BOSCHEN, PE**  
Division Director

A.G. Contract No. P001 2020 001510 (ADOT IGA 20-0007784-I, Amendment No. One: 20-0008499-I), an Agreement between public agencies, the State of Arizona and City of Goodyear 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.

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

**EXHIBIT A**

**IGA 20-0007784-I  
Amendment No. One: 22-0008499-I  
Cost Estimate**

**T0263 01D/01C**

The federal funds will be used for the construction of the Project, including the construction engineering (CE) and administration cost. The estimated Project costs are as follows:

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

|            |    |           |
|------------|----|-----------|
| PDA costs* | \$ | 30,000.00 |
|------------|----|-----------|

|                       |           |                  |
|-----------------------|-----------|------------------|
| <b>Subtotal – PDA</b> | <b>\$</b> | <b>30,000.00</b> |
|-----------------------|-----------|------------------|

**Construction:**

|                           |    |              |
|---------------------------|----|--------------|
| Federal-aid funds @ 94.3% | \$ | 1,980,134.00 |
|---------------------------|----|--------------|

|                     |    |                   |
|---------------------|----|-------------------|
| City's match @ 5.7% | \$ | <u>119,690.00</u> |
|---------------------|----|-------------------|

|                                  |           |                     |
|----------------------------------|-----------|---------------------|
| <b>Subtotal – Construction**</b> | <b>\$</b> | <b>2,099,824.00</b> |
|----------------------------------|-----------|---------------------|

|                                     |           |                     |
|-------------------------------------|-----------|---------------------|
| <b>Estimated TOTAL Project Cost</b> | <b>\$</b> | <b>2,129,824.00</b> |
|-------------------------------------|-----------|---------------------|

|                                   |           |                   |
|-----------------------------------|-----------|-------------------|
| <b>Total Estimated City Funds</b> | <b>\$</b> | <b>149,690.00</b> |
|-----------------------------------|-----------|-------------------|

|                            |           |                     |
|----------------------------|-----------|---------------------|
| <b>Total Federal Funds</b> | <b>\$</b> | <b>1,980,134.00</b> |
|----------------------------|-----------|---------------------|

\*(Included in the City Estimated Funds)

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