

ADOT CAR No.: IGA 24-0009621-I
Amendment No. One: 25-0011069-I
AG Contract No.: P0012024000918
Project Location/Name: Murphy Road &
Hartman Road; GRIC – Honeycutt Road
Type of Work: Construct New Roadway
Federal-aid No.: CMAQ-MAR-0(215)T
ADOT Project No.: T0547 01D/01C
TIP/STIP No.: MAR23-230D1/MAR23
230C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 103066

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MARICOPA

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 MARICOPA, acting by and through its MAYOR and CITY COUNCIL (the “City” or “Local Agency”). The State and the Local Agency are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 24-0009621-I, A.G. Contract No. P0012024000918, was executed on May 24, 2024, (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 Local Agency is empowered by A.R.S. § 48-572 to enter into this Amendment No. One and has by resolution, if required, 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 Local Agency; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to increase Project construction costs; Exhibit A is revised and replaced accordingly. The Parties desire to amend the Original Agreement, as follows:

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

I. RECITALS

3. The work proposed under this Agreement consists of construction of 1.1 miles of chip seal on Murphy Road south and 0.5 miles of chip seal on Hartman Road south from the Gila River Indian Community boundary to Honeycutt Road, (the "Project"). The Project cost, shown in Exhibit A, is estimated at \$2,264,404, which includes federal aid and the Local Agency's match. The Local Agency will administer the design, and the State will advertise, bid and award, and administer the construction of the Project.

II. SCOPE OF WORK

Section II, Paragraph 2.d. is revised, as follows:

2. The State will:
 - d. After completion of design review and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$127,362. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency 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.e. is revised, as follows:

3. The Local Agency will:
 - e. 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 Local Agency's share of the Project construction costs, estimated at \$127,362, 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

(NO CHANGES)

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 full completion of signing and dating by all Parties to this Amendment No. One.

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 MARICOPA

By _____ Date _____
NANCY SMITH
Mayor

ATTEST:

By _____
Date _____
VANESSA BUERAS
City Clerk

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Maricopa, 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. One 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. One.
Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
AUDRA MERRICK, PE
Infrastructure Delivery and Operations Division
Division Director

This Amendment No. One, an Agreement between public agencies, the State of Arizona and The City of Maricopa 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. One.

By _____ Date _____
Assistant Attorney General