

**RESOLUTION NO. 2018-31**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, IDENTIFYING COST-SHARING RESPONSIBILITIES FOR RIGHT-TURN BYPASS LANES AT THE INTERSECTION OF SR 179 & SR 89A; PROVIDING AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID AGREEMENT.**

WHEREAS; the City of Sedona ("City") and the State of Arizona, acting by and through its Department of Transportation ("ADOT"), have prepared an intergovernmental agreement identifying each agency's responsibilities for cost-sharing of right-turn bypass lanes at the intersection of SR 179 & SR 89A, and

WHEREAS; the City and ADOT are mutually agreeable to entering into an agreement and desire to partner in the implementation of right-turn bypass lanes at the intersection of SR 179 and SR 89A, and

WHEREAS; the City has reviewed the terms of the intergovernmental agreement and determined that it is in the proper form required by A.R.S. §§ 11-951 through 11-954,

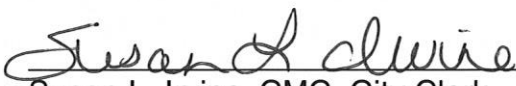
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA THAT:

The City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with ADOT identifying cost-sharing responsibilities for right-turn bypass lanes at the intersection of SR 179 & SR 89A attached hereto as Exhibit A, and the Mayor is authorized to execute said Agreement on behalf of the City.

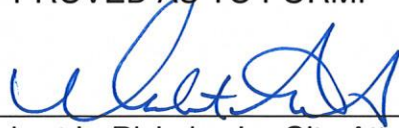
PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 23<sup>rd</sup> day of October, 2018.

  
\_\_\_\_\_  
Sandra J. Moriarty, Mayor

ATTEST:

  
\_\_\_\_\_  
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Robert L. Pickels, Jr., City Attorney

ADOT CAR No.: IGA 18-0006995-I  
AG Contract No.: P001 2018 002715  
Project Location/Name: Intersection of  
SR 179 & SR 89A Bypass Lanes  
Type of Work: Highway Construction  
**Federal-aid No.:**  
**ADOT Project No.: F020601D/01C**  
**TIP/STIP No.:**  
**CFDA No.: 20.205 - Highway Planning  
and Construction**  
**Budget Source Item No.:**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SEDONA

**THIS AGREEMENT** is entered into this date April 16, 2019, pursuant to the Arizona Revised Statutes §§ 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 SEDONA, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The Parties desire to combine resources in order to develop design plans, acquire right-of-way, construct right turn bypass lanes for the State Route 179 and State Route 89A intersection, and complete utility relocations required for the installation of the bypass lanes, (the "Project").

**THEREFORE**, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

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## **II. SCOPE OF WORK**

1. The Parties agree:
  - a. The Project design cost is estimated at \$505,416.00. The Project design cost includes Project Development Administration (PDA) costs. The Parties will each contribute \$252,708.00 toward the design of the Project, as shown in Exhibit A. Should costs exceed the initial estimate, each Party will equally share in such costs.
  - b. The Project right-of-way acquisition cost is estimated at \$300,650.00. The estimate is from the Sedona Transportation Master Plan Final Report January 2018. The Parties will each contribute an amount not to exceed \$150,325.00 toward right-of-way acquisition costs associated with the Project, as shown in Exhibit A. Should right-of-way acquisition costs exceed the amount of \$300,650.00, the Parties will work together to determine whether or not to move forward with the Project and equally share in such costs.
  - c. To equally share costs for any relocation costs for utilities with prior rights that are relocated for the Project. Utility relocation costs are included in the Project construction cost estimate. Should cost exceed the initial estimate, each Party will equally share in such costs.
  - d. The preliminary Project construction (including utility relocation) cost is estimated at \$1,586,548.00. The Parties will each contribute \$793,274.00 toward the construction of the Project, as shown in Exhibit A. The construction cost estimate will be updated at the Stage III, Stage IV, and Stage V design submittals. At that time, ADOT or the City may decide to terminate the design and construction of the Project.
  - e. To equally share Project construction costs that exceed the Project contract amount that may be caused by change orders, force accounts, and/or quantity overruns. To work together on pricing of associated change order costs. ADOT will make the final decision to prevent additional costs or delay to the Project.
  - f. That if the Agreement is completely or partially terminated, or the final Project costs are less than the initial Project estimates, the unused contributions will be returned to both Parties in the same percentages as originally contributed after final Project closeout.
  - g. The Project will be performed, completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
2. The State will:
  - a. Execute this Agreement, and if the Project is approved and funds for the Project are available, be the City's authorized agent for the Project.
  - b. Invoice the City for the City's share of PDA and Project design costs, estimated at \$252,708.00 and right-of-way acquisition costs of \$150,325.00. After the Project costs for design are finalized, the State will either reimburse or invoice the City for the difference between estimated and actual costs to complete design for the Project, in the same percentage as originally contributed to the Project. Any additional funds required

for right-of-way are subject to those conditions identified in the Scope of Work under 1.b.

- c. Administer development of the design plans for the Project. The Project design will consist of, but is not limited to, survey & mapping, roadway/drainage/traffic/utility/landscape and aesthetic design, geotechnical investigation, Americans with Disability Act (ADA) consideration, and Storm Water Pollution Prevention Plan (SWPPP).
- d. Prepare and provide the design plans, specifications, and other such documents and services required for the design, construction bidding, and construction of the Project, and incorporate comments from the City as appropriate.
- e. Notify the City and obtain concurrence prior to continuing with the development of design, if the actual Project costs exceed the estimated cost during the development of design.
- f. Not be obligated to construct the Project, should State or any other funding not be available.
- g. Obtain all right-of-way or temporary construction easement (TCE's) needed for the Project.
- h. Manage and coordinate all design and construction efforts for utility relocations for the bypass lanes within the City or ADOT right-of-way.
- i. 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 Project construction costs, including utility relocation, estimated at \$793,274.00. After the Project costs for construction are finalized, the State will either reimburse or invoice the City for the difference between estimated and actual costs to complete the construction of the Project, in the same percentage as originally contributed to the Project.
- j. With FHWA authorization, proceed to administer construction: advertise, receive and open bids, award, and enter into a contract with the firm for the construction of the Project. Administer contract(s) for the Project and make all payments to the contractor(s).
- k. Confirm, per established procedures of the State's Northcentral District Permit Office, that the City has a valid annual blanket encroachment permit on file for only routine/minor maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Agree that any new construction or installation shall require a separate encroachment permit through the State's Northcentral District Permits Office, and shall issue those encroachment permits in accordance with established regulations and procedures based on scope of work.
- l. Notify the City of final inspection and acceptance of all the Project improvements, and be responsible for the maintenance of the roadway, signs, and intersection lighting.

3. The City will:
- a. Designate the State as the City's authorized agent for the Project.
  - b. Within 30 days of receipt of an invoice from the State, pay the initial PDA and design costs, estimated at \$252,708.00 and \$150,325.00 for the City's share of right-of-way acquisition costs associated with the Project. Be responsible and pay for, Project design costs that exceed the original estimate, within 30 days of receipt of an invoice from the State in the same percentage as originally contributed to the Project.
  - c. Review the design documents required for construction of the Project and provide comments to the State as appropriate.
  - d. Investigate and document utilities within the City right-of-way; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right-of-way to re-establish the prior right location for those utilities with prior rights.
  - 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 and the City's share of the Project construction costs (which includes utility relocation costs), estimated at \$793,274.00. Be responsible and pay for, in the same percentage as originally contributed to the Project, the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.
  - f. Not permit or allow any encroachments upon or private use of the City right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
  - g. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said City rights-of-way. This temporary right will expire upon Final Acceptance of the Project.
  - h. Maintain and follow requirements of a valid annual blanket encroachment permit for the routine/minor maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Any new construction or installation shall require a separate encroachment permit as per the State's established procedures, which may be obtained through the State's Northcentral District Permit Office. Notify the State's Northcentral District Permits Office of any emergency maintenance work affecting the State right-of-way.
  - i. After final inspection and acceptance of the Project is complete, assume maintenance responsibility of the sidewalks, landscape and irrigation, and pedestrian lighting, including but not limited to such activities as: sweeping, removal of non-hazardous spills, graffiti removal, litter and trash removal, weed control in non-landscaped areas, all roadway and pedestrian lighting, and all electrical power costs at its sole expense.



The City shall also keep the sidewalk repaired or concrete slabs replaced as necessary to correct trip hazards and any sidewalk shall be maintained to the final grade at the time of completion of the sidewalk construction, and all other responsibilities defined in the Maintenance IGA 06-067-I.

### **III. MISCELLANEOUS PROVISIONS**

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.
3. This Agreement may be cancelled at any time prior to the award of the Project construction contract by the State Transportation Board and after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for half of the costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
4. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.
5. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
6. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for future expenses under this Agreement.

7. The cost of the Project under this Agreement includes indirect costs approved by the FHWA, as applicable.
8. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City shall provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
9. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
10. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS  
Attn: Cost Accounting Administrator  
206 S. 17<sup>th</sup> Ave. Mail Drop 204B  
Phoenix, AZ 85007  
[SingleAudit@azdot.gov](mailto:SingleAudit@azdot.gov)

11. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
13. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.
14. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination".
15. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by Arizona Revised Statutes § 12-1518.

17. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.
18. The Parties shall ensure that all contractors comply with the applicable requirements of Arizona Revised Statutes §35-393.01.<sup>1</sup>
19. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
Joint Project Agreement Section  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Sedona  
Attn: J. Andy Dickey  
102 Roadrunner Drive  
Sedona, Arizona 86336  
(928) 282-3113  
(928) 204-7105 Fax

**For Project Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, Arizona 85007  
602-712-7545

City of Sedona  
Attn: J. Andy Dickey  
102 Roadrunner Drive  
Sedona, Arizona 86336  
(928) 282-3113  
(928) 204-7105 Fax

**For Financial Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, Arizona 85007  
602-712-7545

City of Sedona  
Attn: J. Andy Dickey  
102 Roadrunner Drive  
Sedona, Arizona 86336  
(928) 282-3113  
(928) 204-7105 Fax

21. In accordance with Arizona Revised Statutes § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

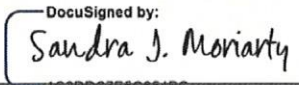
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<sup>1</sup> In *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.), the U.S. District Court entered a preliminary injunction that enjoins the State from enforcing A.R.S. § 35-393.01(A) (the "Anti-Israel Boycott Provision"). That statute states that: "[a] public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel." Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01(A)) is unenforceable and the State will take no action to enforce it.




IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**CITY OF SEDONA**

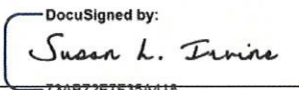
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**SANDRA J. MORIARTY**  
Mayor

**STATE OF ARIZONA**

Department of Transportation

By  DocuSigned by:  
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**STEVE BOSCHEN, PE**  
Division Director

ATTEST:

By  DocuSigned by:  
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**SUSAN L. IRVINE**  
City Clerk

**IGA 18-0006995-I**

**ATTORNEY APPROVAL FORM FOR THE CITY OF SEDONA**

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 SEDONA, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 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.

DATED this \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_, 2019.

DocuSigned by:  
*Robert Pickels*  
64065600579E4EE...

City Attorney

**EXHIBIT A****IGA 18-0006995-I  
Cost Estimate****F0206 01D/01C**

Federal funds may partially be used for the design, right-of-way, and construction of the Project, including the construction engineering (CE) and administration costs. The estimated Project costs are as follows:

**F0206 01D (ADOT Project Development Administration (PDA)/design):**

City's contribution	\$ 252,708.00
State's contribution	<u>\$ 252,708.00</u>
<b>Subtotal – PDA*/Design</b>	<b>\$ 505,416.00</b>

**F0206 01R (Right-of-Way):**

City's contribution	\$ 150,325.00
State's contribution	<u>\$ 150,325.00</u>
<b>Subtotal – Right-of-Way</b>	<b>\$ 300,650.00</b>

**F0206 01C (Utility Relocation/Construction):**

City's contribution	\$ 793,274.00
State's contribution	<u>\$ 793,274.00</u>
<b>Subtotal – Construction**</b>	<b>\$ 1,586,548.00</b>

<b>Estimated TOTAL Project Cost</b>	<b>\$ 2,392,614.00</b>
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<b>Total Estimated City Funds</b>	<b>\$ 1,196,307.00</b>
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<b>Total Estimated State (or Federal) Funds</b>	<b>\$ 1,196,307.00</b>
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\* (Included in the City's contribution)

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

## Certificate Of Completion

Envelope Id: 57121942F985499B80E54567EAED6786

Status: Completed

Subject: Please DocuSign: 18-0006995-Dist NC-City of Sedona-F020601D\_01C-Draft.doc, EXHIBIT A-18-0006995...

Source Envelope:

Document Pages: 10

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Liliana Aguilar

AutoNav: Enabled

206 S 17th Ave

Envelopeld Stamping: Enabled

Phoenix, AZ 85007

Time Zone: (UTC-07:00) Arizona

LRubinstein@azdot.gov

IP Address: 162.59.200.193

## Record Tracking

Status: Original

Holder: Liliana Aguilar

Location: DocuSign

4/2/2019 9:32:57 AM

LRubinstein@azdot.gov

## Signer Events

Robert Pickels

rpickels@sedonaaz.gov

Security Level: Email, Account Authentication (None)

## Signature

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*Robert Pickels*  
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Signature Adoption: Pre-selected Style

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Signed: 4/2/2019 2:44:34 PM

## Electronic Record and Signature Disclosure:

Accepted: 4/2/2019 2:44:08 PM

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Sandra J. Moriarty

smoriarty@sedonaaz.gov

Security Level: Email, Account Authentication (None)

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*Sandra J. Moriarty*  
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Signature Adoption: Pre-selected Style

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## Electronic Record and Signature Disclosure:

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Susan L. Irvine

sirvine@sedonaaz.gov

Security Level: Email, Account Authentication (None)

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*Susan L. Irvine*  
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Signature Adoption: Pre-selected Style

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Steve Boschen

sboschen@azdot.gov

Division Director - IDO

ADOT

Security Level: Email, Account Authentication (None)

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*St Boschen*  
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Signature Adoption: Uploaded Signature Image

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Signed: 4/15/2019 1:15:00 PM

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Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Liliana Aguilar lrubinstein@azdot.gov ADOT Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 4/15/2019 1:15:02 PM Resent: 4/17/2019 10:28:43 AM Viewed: 4/15/2019 1:19:20 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	4/17/2019 10:28:38 AM

Payment Events	Status	Timestamps
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**Electronic Record and Signature Disclosure**



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Arizona Dept of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Arizona Dept of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

**To advise Arizona Dept of Transportation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignRequest@azdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Arizona Dept of Transportation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Arizona Dept of Transportation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Arizona Dept of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Arizona Dept of Transportation during the course of my relationship with you.