

**RESOLUTION NO. 2020-14**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE SANBORN DRIVE – THUNDER MOUNTAIN ROAD OVERLAY PROJECT; 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 (IGA) for the Sanborn Drive – Thunder Mountain Road Overlay Project; and

WHEREAS, the City and ADOT are mutually agreeable to entering into an IGA and the City desires to utilize HURF Exchange funding for new asphaltic concrete overlay, curb and gutter, shared use path, and associated drainage improvements on the south side of the roadway along Sanborn Drive and Thunder Mountain Road between Sunshine Lane and Rhapsody Road; and

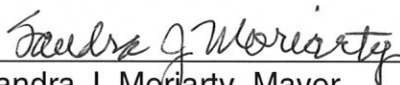
WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into an IGA and by this resolution has authorized the undersigned to execute the IGA on behalf of the City; and

WHEREAS, the City has reviewed the terms of the IGA 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 the State of Arizona for the Sanborn Drive – Thunder Mountain Road Overlay Project, 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 8<sup>th</sup> day of September, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kurt W. Christianson, City Attorney

ADOT CAR No.: IGA 20-0007842-I  
AG Contract No.: P001 2020 001564  
Project Location/Name: Sanborn Dr.-  
Thunder Mt-Rhapsody Rd to Coffee Pot Dr.  
Type of Work: Pavement Rehabilitation  
**ADOT Project No.: T008901C**  
**TIP/STIP No.: SED 17-003C**  
**CFDA No.: 20.205 – Highway Planning and  
Construction**  
**Budget Source Item No.: HURF Exchange**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SEDONA

**THIS AGREEMENT** is entered into this date September 11, 2020, 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 § 28-334 and § 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 City desires to utilize HURF Exchange funding for new asphaltic concrete overlay, curb and gutter, shared use path, and associated drainage improvements on the south side of the roadway along Sanborn Drive and Thunder Mountain Road between Sunshine Lane and Rhapsody Road, hereinafter referred to as the "Project." The Project is located north of State Route 89A. The primary purpose of this Project is the improvement of the efficiency, reliability and safety of the traveling public.
4. The Project is located on a major collector on the federal aid system. The Northern Arizona Council of Governments has confirmed the Project's eligibility for federal Surface Transportation Block Grant Program (STBGP) funds for areas with population of 200,000 or less according to the most recent annual population estimates produced by the Arizona Department of Administration.

5. All phases of the Project are programmed in the approved, fiscally-constrained portion of the applicable Transportation Improvement Program (TIP) as "HURF Exchange."
6. No phase of the Project has previously been funded with any category of federal aid funding.
7. No phase of the Project is currently programmed with any category of federal aid funding.
8. The City has represented to the State that it will be able to, and will, meet the schedule requirements of this Agreement.

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

## **II. DEFINITIONS AND ACRONYMS**

|  |   |
|--|---|
| <b>Apportionments</b>                        | Surface Transportation Block Grant Program funds provided by ADOT on a discretionary basis to Arizona COGs and MPOs.  |
| <b>AFIS</b>                                  | The Arizona Financial Information System administered by the Arizona Department of Administration.  |
| <b>Authorization</b>                         | The approval by the State of the use of HURF Exchange funding for a Project phase.  |
| <b>Change in Scope</b>                       | Any change to a Project or Project phase which increases the footprint or adds or decreases features to a Project (for example: pedestrian bridge, roundabout, traffic signal, etc.).   |
| <b>COG</b>                                   | Council of Governments  |
| <b>Date of Authorization</b>                 | The date on which the State approves the use of HURF Exchange funding for a Project phase. This is also the date on which HURF Exchange funded costs for the Project phase may begin to be incurred.  |
| <b>Eligible Costs</b>                        | Costs directly associated with the design, acquisition or right of way, and construction of the Project, including necessary safety items. Other items unavoidably required for the primary purpose of the Project, which is to improve the efficiency and safety of motor vehicle travel on the roadway, may be considered part of the eligible costs. These items may include utility relocation, sidewalks, ADA ramps and safety features. |
| <b>Federal Highway Administration (FHWA)</b> | A division of the US Department of Transportation specializing in highway transportation.   |
| <b>Final Project Phase Amount</b>            | Total cost of the Project phase based on the contract, less any ineligible costs but including a reasonable amount for construction engineering and contingency. For Project phases performed using the City's own forces, the Final Project Phase  |

Amount is the amount for the respective phase as estimated in the "Project Cost Estimate" in the HURF Exchange Cost and Schedule tool workbook.

|                                    |  |
|------------------------------------|--|
| <b>Final Voucher</b>               | The final accounting of the Project, prepared by ADOT after the Project is fully complete.   |
| <b>Fully executed IGA</b>          | An IGA which has received all required approvals and opinions and has been signed by all parties.  |
| <b>HURF</b>                        | The state of Arizona taxes motor fuels and collects a variety of fees and charges relating to the registration and operation of motor vehicles on the public highways of the state. These collections include gasoline and use-fuel taxes, motor-carrier taxes, vehicle-license taxes, motor vehicle registration fees and other miscellaneous fees. These revenues are deposited in the Arizona Highway User Revenue Fund (HURF) and are then distributed to the cities, towns and counties and to the State Highway Fund. These taxes represent a primary source of revenues available to the state for highway construction, improvements and other related expenses. |
| <b>HURF Exchange funding</b>       | State Highway Funds which are exchanged for federal Surface Transportation Block Grant Program funds for areas of under 200,000 population and under 5,000 population pursuant to Arizona Revised Statutes §28-6993.G. HURF Exchange funding will be credited to the applicable COG or MPO at 90% of the amount of the federal Surface Transportation Block Grant Program funds programmed for the Project in the TIP.   |
| <b>HURF Exchange Project Forms</b> | The forms in Attachment One, prescribed by ADOT and to be used by the City for HURF Exchange Projects, completed, approved and signed as required. The forms include: <ul style="list-style-type: none"> <li>• HURF Exchange Project Scoping Form</li> <li>• HURF Exchange Project Cost Estimate</li> <li>• HURF Exchange Project and Draw Schedule</li> <li>• HURF Exchange Draw and Final Reimbursement Invoice</li> </ul>   |
| <b>IGA</b>                         | Intergovernmental agreement  |
| <b>Ineligible costs</b>            | Costs which are not eligible. Ineligible costs include, but are not limited to, the following: <ul style="list-style-type: none"> <li>• Maintenance, which is scheduled or unscheduled work that is performed to preserve existing infrastructure, in reaction to an event (crash) or season (potholes), or work requiring regular reoccurring attention, such as fence repair, culvert cleanouts, etc.</li> <li>• Scoping.</li> <li>• Costs incurred prior to date of finance authorization.</li> <li>• Any items outside of the Project right of way.</li> </ul>   |

- Utility relocation which is not directly and unavoidably caused by the HURF Exchange Project.
- Betterments of utilities.
- Any other costs which are not eligible costs as defined above.

|   |  |
|---|--|
| <b>LPA</b>  | Local Public Agency Section of ADOT  |
| <b>Maintenance</b>  | Scheduled or unscheduled work that is performed to preserve existing infrastructure, in reaction to an event (such as an accident) or season (such as potholes), or work requiring regular reoccurring attention, such as fence repair, culvert cleanouts, and other ongoing work.   |
| <b>MPO</b>  | Metropolitan Planning Organization   |
| <b>Obligation</b>   | The application of State Highway Funds on a Project phase in AFIS.   |
| <b>Obligation Authority (OA)</b>                          | The amount of apportionments which may be obligated in a federal fiscal year. ADOT provides obligation authority, on a discretionary basis, to COGs/MPOs.  |
| <b>Substantial completion</b>                             | <p>The Project is substantially complete when all of the following, as applicable, have occurred:</p> <ul style="list-style-type: none"> <li>(A) All lanes of traffic of the completed Project are finished and accepted and traffic can move unimpeded through the Project at the posted speed;</li> <li>(B) All signage is in place and accepted;</li> <li>(C) All guardrails, drainage devices, ditches, excavation and embankment have been accepted; and</li> <li>(D) The only work left for completion is incidental, away from the paved portion of the road, and does not affect the safety or convenience of the traveling public.</li> </ul> |
| <b>Surface Transportation Block Grant Program (STBGP)</b> | A category of funding under the federal aid highway program. The subcategories of STBGP applicable to the HURF Exchange program are Under 200,000 population and Under 5,000 population. One hundred percent (100%) of the amount of Surface Transportation Block Grant Program apportionments and obligation authority programmed for the Project in the TIP will be charged to the applicable COG or MPO in exchange for HURF Exchange funding.  |
| <b>TIP</b>  | Transportation Improvement Program   |

**III. SCOPE OF WORK**

1. The City has represented to the State that it will be able to complete the Project phases according to the Funding Transfer and Authorization Schedule table below.

| <b>Funding Transfer and Authorization Schedule Table</b>  |                        |   |   |  |
|---|------------------------|---|---|--|
| Project Phase(s) Programmed in TIP Intended as HURF Exchange  | Fiscal Year Programmed | STBGP Apportionments and OA Charged to COG/MPO* | HURF Exchange Funding Credited to COG/MPO | Deadline to Submit Authorization Request to ADOT |
| Design  |                        |   |   |  |
| Right of Way  |                        |   |   |  |
| Construction  | 2021                   | \$392,727.00                                    | \$353,454.00                              | 5/15/2020  |
| Other:  |                        |   |   |  |
| TOTAL   |                        | \$392,727.00                                    | \$353,454.00                              |  |
| *STBGP apportionments and obligation authority will be charged to the COG/MPO at 100% of this amount. |                        |   |   |  |

2. The State will:

- a. Make the following funding transfers prior to the authorization of each Project phase:

- (1) Transfer 100% of the applicable STBGP apportionments and obligation authority for the respective Project phase from the applicable COG/MPO to the State.
- (2) Transfer State Highway Funds to the COG/MPO in the amount of 90% of the applicable STBGP apportionments and obligation authority for the respective Project phase.

These transfers will be made only after, and are conditioned upon, completion of the prior phase, if any, and receipt of an authorization request and required documents for the phase to which the transfer applies.

- b. After completion of the above transfers for each Project phase, give authorization, obligate State Highway Funds, and notify the City that the phase may be advertised, consultants or contractors may be selected, or work can begin.
- c. After receipt of the final itemized budget and final Project phase amount for each Project phase, review and adjust the amount authorized and obligated in AFIS, as necessary, to be equivalent to the Final Project Phase Amount.
- d. If the Final Project Phase Amount is:
  - (1) Less than the amount obligated for that phase, release any excess HURF Exchange funding in AFIS and return it to the COG/MPO for reprogramming.
  - (2) Greater than the amount of HURF exchange funding obligated, the City is solely responsible for the difference.

- e. Pay State Highway Funds to the City for eligible costs for each obligated Project phase as follows:
    - (1) First 30% - Prior to the start of work and within 30 days approval of an invoice from the City.
    - (2) Second 30% - Within 30 days of approval of an invoice and copies of Project phase invoices received and paid by the City which demonstrate the work has progressed, or is progressing, to 30% completion.
    - (3) Third 30% - Within 30 days of approval of an invoice and copies of further Project phase invoices received and paid by the City which demonstrate the work has progressed, or is progressing, to 60% completion.
    - (4) Final 10% of each phase, except the final phase, will be reimbursed to the City by the State within 30 days of approval of invoice, copies of final Project phase invoices received and paid by the City which demonstrate the phase is completed. For the final phase, the final 10% will be reimbursed within 30 days of the completion of the final voucher. Upon payment of the final 10%, no further invoices will be accepted or paid.
  - f. After each subsequent phase is authorized and upon payment of the final invoice from the City for the preceding phase, close the preceding phase in AFIS and return any remaining funds to the applicable COG/MPO for reprogramming.
  - g. After all phases have been completed, conduct a final Project walk-through in conjunction with the City, the applicable COG/MPO and FHWA as required.
  - h. Prepare a final voucher for the Project upon completion of all phases, and return any remaining funds to the applicable COG/MPO for reprogramming.
3. The City will:
- a. Utilize the HURF Exchange funding only for the Project and phase(s) which are the subject of this Agreement.
  - b. Adhere to the Project schedule in Section III.1.
  - c. Begin work, initiate selection of consultants or contractors or advertise the Project, as applicable, within 60 days of the date of authorization.
  - d. Approve and expend any funds required for the Project in excess of the HURF Exchange funding to ensure the Project is successfully completed on schedule.
  - e. Pay the final 10% of Project costs, to be reimbursed by ADOT within 30 days of the completion of the final voucher.

- f. Submit an authorization request for each HURF Exchange Project phase to the ADOT Project Manager (PM) which includes the following documents, updated as necessary for each successive Project phase:

- (1) HURF Exchange Project Cost Estimate form;
- (2) HURF Exchange Project and Draw Schedule;
- (3) A map indicating the location, functional class and limits of the Project;
- (4) A copy of the TIP reflecting the HURF Exchange programming; and
- (5) Other documents as may be required by the State.

Include an Invoice for first 30% progress payment with the authorization request if the Project phase is being performed with the City's own forces.

- g. Within sixty (60) days of the selection of consultant or award of a contract for each Project phase, submit to the ADOT PM:

- (1) The final Project phase scope with itemized costs;
- (2) The final schedule, including the dates the work will start and end and the anticipated dates of each progress payment request; and
- (3) The final itemized budget with Final Project Phase Amount.

- h. If the Final Project Phase Amount is greater than the amount of HURF exchange funding obligated, be solely responsible for the difference.

- i. Invoice ADOT for eligible costs for each obligated Project phase as follows using the HURF Exchange Draw and Final Reimbursement Invoice:

- (1) First 30% - Prior to the start of work.
- (2) Second 30% - A minimum of 30 days but not more than 60 days prior to when the funds will be required. The invoice must be accompanied by documents which demonstrate the work has progressed, or is progressing, to 30% completion including:
  - i. Copies of Project phase invoices, pay requests, estimates and other cost records received by the City and indicating payment status, or, if the City is performing the work with its own forces, a summary of costs expended, and
  - ii. A status report related to the Project phase schedule.



- (3) Third 30% - A minimum of 30 days but not more than 60 days prior to when the funds will be required. The invoice must be accompanied by documents which demonstrate the work has progressed, or is progressing, to 60% completion, including:
- i. Copies of further Project phase invoices, pay requests, estimates and other cost records received by the City and indicating payment status, or if the City is performing the work with its own forces, a summary of costs expended, and
  - ii. A status report related to the Project phase schedule.
- j. After all phases have been completed, participate in the final Project walk-through in conjunction with ADOT, the applicable COG/MPO and FHWA as required.
- k. Within 60 days of the completion of design phase, submit to the ADOT PM:
- (1) Letter from the City to ADOT indicating the design is complete;
  - (2) Copies of warrants or checks reflecting total costs paid by the City for design; and
  - (3) An invoice for the final 10%.
- l. Within 60 days of completion of the right of way phase, if applicable, submit to the ADOT PM:
- (1) Certification from the City stating the City has acquired all property and property rights necessary for the construction of the Project;
  - (2) An itemized list of the parcels and their costs;
  - (3) Copies of warrants or checks reflecting total costs paid by the City for right of way; and
  - (4) An invoice for the final 10%.
- m. Within 15 business days of substantial completion of the construction phase, notify the ADOT PM to schedule a final Project walk-through.
- n. Within 60 days of completion of the construction phase, submit the close out package to the ADOT PM which includes:
- (1) An invoice for the final 10%;
  - (2) Copies of warrants or checks reflecting total costs paid by the City for construction;
  - (3) The Project Acceptance letter from the City to the contractor; and
  - (4) A close-out letter to ADOT.

- o. Be responsible for complying with any federal requirements applicable to the Project.
  - p. If the City files a condemnation action, the City shall request an order of immediate possession.
  - q. Repay all HURF Exchange payments to ADOT if the Project is not constructed within two years of the completion of design and obtaining all rights of possession of right of way parcels. Upon receipt of an invoice from ADOT, the City shall pay the full amount within 30 days, as provided in paragraph III.4.d of this Agreement.
4. The Parties agree:
- a. The HURF Exchange program is offered at ADOT's discretion. ADOT reserves the right to discontinue the HURF Exchange program at any time. Such termination will not affect the validity of this Agreement.
  - b. A fully executed IGA does not guarantee funding or constitute permission to begin work. The City must request and receive authorization and a Notice To Proceed from the ADOT PM for each Project phase in advance of starting work.
  - c. No Change in Scope is authorized under this Agreement. If the City desires a Change in Scope, a formal amendment to the Agreement is required, signed by both Parties.
  - d. If the construction phase is not complete within two years from the completion of design, or if all phases of the project are not completed within three years from the date of the initial obligation of HURF Exchange funding, whichever is earlier, this Agreement will terminate and the City will be required to repay all HURF Exchange advances and reimbursements received to date. The two year period will be calculated as two years from the date the close out letter for the design phase was received by ADOT. Termination under this section will be executed as follows:
    - (1) Thirty days prior to termination, the State will send a letter to the City and ADOT Project Manager, indicating:
      - i. The close out package required in section III.3.n was not received by ADOT within two years of the completion of design or three years from the date of the initial obligation of HURF Exchange funding, whichever is earlier; and
      - ii. The steps necessary to avoid termination of this Agreement.
    - (2) If the close out package is not received by ADOT within 30 days of the date of the letter:
      - i. Any funding remaining on the Project will be de-obligated and returned to the respective COG/MPO for reprogramming on another Project;

- ii. No further invoices will be accepted from, and no additional payments will be made to, the City for the Project; and
  - iii. The City must repay to ADOT all funds which have been previously paid by ADOT under this Agreement, including all current and previous phases.
  - iv. The State will send an invoice to the City for all HURF Exchange funding advanced or reimbursed for each phase of the Project with the due date by which such funds must be repaid to ADOT.
- e. Expenditures incurred prior to the date of authorization of the applicable phase are not eligible for HURF Exchange.
- f. The amount obligated for each Project phase will be adjusted to the Final Project Phase Amount.
- g. If there is no billing activity in AFIS for 180 days, the City shall provide documentation which justifies the Project phase is still active to the State within 10 days of request. If the City cannot demonstrate such justification, the Project phase will be de-obligated as follows:
- (1) Thirty days prior to de-obligation, the State will send an email to the City and ADOT Project Manager, providing notification of the funds available on the Project phase, number of days since the last billing activity in AFIS and the steps necessary to remove the Project phase from pending de-obligation status.
  - (2) If the Project phase is not closed or billing activity generated within 30 days of the date of the email, any remaining funding will be de-obligated and returned to the respective COG/MPO for reprogramming on another Project. No further invoices will be accepted from, and no additional payments will be made to, the City for the applicable Project phase.
  - (3) Upon de-obligation of funds from the inactive Project phase, the ADOT Chief Financial Officer will send a letter to the City with notification of the date of de-obligation, the treatment of the de-obligated funds and, if applicable, an invoice for any funding which must be repaid to ADOT or FHWA with the due date(s).
- h. All HURF Exchange submissions and invoices are to be submitted to the assigned ADOT PM.
- i. Any HURF Exchange funds de-obligated or released from Project phases will be returned to the applicable COG/MPO for reprogramming.

#### **IV. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until all payments contemplated under the Agreement have been made, unless specifically otherwise contemplated in this Agreement.

2. This Agreement may be cancelled at any time prior to the exchange of any HURF funds 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 all 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, HURF Exchange Program will no longer be available for use by the City for this project.
3. 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.
4. ADOT assumes no liability or financial responsibility for HURF Exchange Projects. The City is solely responsible for complying with all applicable laws, rules and regulations, for any additional funding required to complete the Project and for any claims due to delays, change orders or any other circumstances.
5. The City is required to retain all records related to a HURF Exchange Project for a period of five years after the date of the final payment of HURF Exchange funding from ADOT.
6. All HURF Exchange Projects are subject to audit. The State may refer Projects to the State Auditor General or ADOT's Internal Audit unit in cases of suspected misuse of HURF Exchange funding.
7. ADOT reserves the right to refuse to enter into further HURF Exchange transactions with the City if the City owes repayment of previous HURF Exchange funding or has misused HURF Exchange funds.
8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
9. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
10. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

11. 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 in this Agreement by reference regarding "Non-Discrimination".
12. The City acknowledges and will comply with Title VI of the Civil Rights Act of 1964.
13. 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.
14. 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.
15. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.
16. The City must comply with all applicable anti-discrimination laws and regulations.
17. The Parties shall certify that all contractors comply with the applicable requirements of Arizona Revised Statutes §35-393.01.
18. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, 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, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Sedona  
Attn: Stephen Craver  
102 Roadrunner Dr.  
Sedona, AZ 86336  
928.203.5059  
[scraver@sedonaaz.gov](mailto:scraver@sedonaaz.gov)

**For Project Administration:**

Arizona Department of Transportation  
Local Public Agency Section  
205 S. 17<sup>th</sup> Avenue, Suite 291  
Phoenix, AZ 85007  
602.712.4173

City of Sedona  
Attn: Stephen Craver  
102 Roadrunner Dr.  
Sedona, AZ 86336  
928.203.5059  
[scraver@sedonaaz.gov](mailto:scraver@sedonaaz.gov)

**For Financial Administration:**

Arizona Department of Transportation  
Financial Management Services, Resource  
Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 200B  
Phoenix, AZ 85007

City of Sedona  
Attn: Stephen Craver  
102 Roadrunner Dr.  
Sedona, AZ 86336  
928.203.5059  
[scraver@sedonaaz.gov](mailto:scraver@sedonaaz.gov)

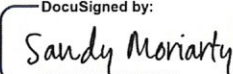
- 19. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
- 20. In accordance with Arizona Revised Statutes § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

**CITY OF SEDONA**

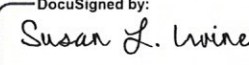
**STATE OF ARIZONA**

Department of Transportation

By  \_\_\_\_\_  
DocuSigned by:  
1C2DDC7E5C654BC...  
**SANDY MORIARTY**  
 Mayor

By  \_\_\_\_\_  
DocuSigned by:  
2C8F28BDDC8C4A2...  
**STEVE BOSCHEN, PE**  
 Division Director

ATTEST:


By  \_\_\_\_\_  
DocuSigned by:  
79AD72E7F35A418...  
**SUSAN IRVINE**  
 City Clerk

**IGA 20-0007842-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.

DocuSigned by:  
  
CD8GCD2FBDC94A7...

9/14/2020

City Attorney

Date

**ATTACHMENT ONE**

**HURF EXCHANGE PROJECT FORMS**



| <b>HURF Exchange Project Scoping Form</b>   |  |  |                       |
|---|--|--|-----------------------|
| <p><b>Note:</b> The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.</p> |  |  |                       |
| <p><b>INSTRUCTIONS:</b> This form is required to accompany a HURF Exchange Project Initiation request.</p>  |  | <p>Enter information into <b>GREEN CELLS</b></p> |                       |
| <p><b>PROJECT INFORMATION</b><br/>(information provided in this section will auto-populate to the Project Cost Estimate and Draw Schedule tabs)</p>   |  |  |                       |
| Project Sponsor   | City of Sedona   |  |                       |
| Sponsor Contact   | Stephen Craver   |  |                       |
| Contact Phone #   | 928-203-5059   |  |                       |
| Contact Email   | scraver@sedonaaz.gov   |  |                       |
| Project Name  | Sanborn-Thunder Mt Rd - Rhapsody Dr Overlay  |  |                       |
| Project Location  | Sedona   |  |                       |
| Functional Classification (select from list)  | Major Collector  |  |                       |
| Termini Begin/End   | All of Sanborn Drive and the portion of Thunder Mountain Road between Sunshine Lane and Rhapsody Road.   |  |                       |
| ADOT District (select from list)  | North Central District   |  |                       |
| <b>ADOT USE ONLY</b>  |  |  |                       |
| ADOT Project Number (5 digit)   |  | IGA Number                                       |                       |
| <b>Funding Information</b>  |  |  |                       |
| COG/MPO (select from list)  | NACOG  |  |                       |
| TIP Informtaion   | <i>Description</i>   | <i>Design</i>                                    | <i>Right of Way</i>   |
|   | Year Programmed  | FY17   | FY21                  |
|   | TIP Number   | SED 17-005D                                      | SED 19-003C           |
|   | HURF Exchange Amount   | \$0.00   | \$353,454.00          |
|   | Sponsor Amount   | \$139,415.00                                     | \$1,646,546.00        |
|   | <b>Phase Total</b>   | <b>\$139,415.00</b>                              | <b>\$0.00</b>         |
| <b>Project Total</b>  |  |  | <b>\$2,139,415.00</b> |
| <b>Scope of Work Summary</b>  |  |  |                       |
| Delivery Method (select from list)  | Advertise for bids   |  |                       |
| Scoping document attached? (select from list)   | No   |  |                       |
| <p><b>Major Items of Work</b><br/>(press Alt-Tab to create a new line; press Alt-Tab-Tab to create a new paragraph)</p>   | <p>The project is located north of SR89A along Sanborn Drive and Thunder Mountain Road for a total of 1.0 mile. This project will provide a new asphaltic concrete overlay as well as curb and gutter on the south side of the roadway. This project will provide an improvement for this important roadway which serves as a major collector and provides critical connectivity for local off-highway trips. It will also provide the ability to install a shared-use path on the south side of the roadway which supports objectives of the Sedona In Motion Transportation Master Plan. Since this a fairly simple asphalt overlay there are no right-of-way, utility, or serious environmental issues.</p> |  |                       |

| <b>HURF Exchange Project Cost Estimate</b>   |  |                     |              |   |
|--|--|---------------------|--------------|---|
| <p><b>Note:</b> The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.</p>                  |  |                     |              |   |
| <p><b>INSTRUCTIONS:</b> This form is required to accompany a HURF Exchange Project Initiation request. List all items necessary to develop and construct the project. The sponsoring agency is responsible for verifying all costs and their accuracy. Construction cost overruns will be the responsibility of the sponsoring agency.</p> |  |                     |              | <p><b>Enter values into GREEN CELLS</b></p> |
| PROJECT INFORMATION  |  |                     |              |   |
| (fields below will be populated based on information entered on the Project Scoping Form tab)  |  |                     |              |   |
| Project Sponsor  | City of Sedona   |                     |              |   |
| Sponsor Contact  | Stephen Craver   |                     |              |   |
| Contact Phone #  | 928-203-5059   |                     |              |   |
| Contact Email  | scraver@sedonaaz.gov   |                     |              |   |
| Project Name   | Sanborn-Thunder Mt Rd - Rhapsody Dr Overlay  |                     |              |   |
| Project Location   | Sedona   |                     |              |   |
| Termini Begin/End  | All of Sanborn Drive and the portion of Thunder Mountain Road between Sunshine Lane and Rhapsody Road. |                     |              |   |
| COG/MPO  | NACOG  |                     |              |   |
| Design TIP Number  | SED 17-005D  |                     |              |   |
| Right of Way TIP Number  | 0  |                     |              |   |
| Construction TIP Number  | SED 19-003C  |                     |              |   |
| <b>ADOT USE ONLY</b>   |  | ADOT Project Number | 0            |   |
| <p><b>STAGE I – SCOPING (15% Preliminary Design)</b><br/> <b>NOT ELIGIBLE FOR HURF EXCHANGE FUNDING</b></p>  |  |                     |              |   |
| <p><b>STAGES II, III, IV and V - DESIGN</b></p>  |  |                     |              |   |
| DESIGN COSTS   |  |                     |              |   |
| ITEM DESCRIPTION   | UNIT   | QUANTITY            | UNIT PRICE   | TOTAL                                       |
| PS&E's - Plans, Special Provisions, Cost Estimates & Schedules (10%-20% of construction cost.)   | Lump Sum   | 1                   | \$117,205.00 | \$117,205.00                                |
| GEOTECHNICAL INVESTIGATION (If a report is necessary, anticipate 5% of construction cost) Includes testing, Geotech Report, Materials & Pavement Design Report) <i>Enter \$0 in Unit Price column if none required.</i>  | Lump Sum   | 1                   | \$0.00       | \$0.00                                      |
| DRAINAGE REPORT (If a report is necessary, anticipate 5% of construction cost) <i>Enter \$0 in Unit Price column if none required.</i>   | Lump Sum   | 1                   | \$20,020.00  | \$20,020.00                                 |
| STORM WATER POLLUTION PREVENTION PLAN (Required if there is over 1 acre of total disturbance, 1% of construction cost) <i>Enter \$0 in Unit Price column if none required.</i>   | Lump Sum   | 1                   | \$2,190.00   | \$2,190.00                                  |
| <b>SUBTOTAL – PROJECT DESIGN COSTS</b>   |  |                     |              | <b>\$139,415.00</b>                         |

| RIGHT OF WAY COSTS   |                       |          |             |               |
|--|-----------------------|----------|-------------|---------------|
| ITEM DESCRIPTION   | UNIT                  | QUANTITY | UNIT PRICE  | TOTAL         |
| RIGHT OF WAY , Costs for pre-acquisition activities (plans, title reports, appraisals, etc)  | Lump Sum              | 1        | \$0.00      | \$0.00        |
| RIGHT-OF-WAY ACQUISITION (if necessary)  | Lump Sum              | 1        | \$0.00      | \$0.00        |
| <b>SUBTOTAL – RIGHT OF WAY COSTS</b>   |                       |          |             | <b>\$0.00</b> |
| STAGE V – CONSTRUCTION   |                       |          |             |               |
| SITE PREPARATION & HARDSCAPE CONSTRUCTION  |                       |          |             |               |
| ITEM DESCRIPTION   | UNIT                  | QUANTITY | UNIT PRICE  | TOTAL         |
| INSTALLATION OF STORMWATER POLLUTION PREVENTION MEASURES (If over 1 acre of disturbance, 5% of construction costs) <i>Enter \$0 in Unit Price column if area of disturbance is less than one acre.</i> | Lump Sum              | 1        | \$35,000.00 | \$35,000.00   |
| SITE PREPARATION (Clearing and grubbing, plant salvage)  | Lump Sum              | 1        | \$41,080.00 | \$41,080.00   |
| <b>DEMOLITION</b>  |                       |          |             |               |
| Sawcut   | Linear Foot           | 6,382    | \$4.00      | \$25,528.00   |
| Remove Structures and Obstructions   | Lump Sum              | 1        | \$28,508.00 | \$28,508.00   |
| Remove & Replace Fencing   | Linear Foot           | 120      | \$67.00     | \$8,040.00    |
| Remove Structural Concrete   |                       | 84       | \$100.00    | \$8,400.00    |
| Remove Asphaltic Concrete Pavement   | Cubic Yard            | 405      | \$90.00     | \$36,450.00   |
| Remove Concrete Sidewalks, Slabs   |                       | 0        | \$0.00      | \$0.00        |
| HAZARDOUS MATERIALS ABATEMENT (If applicable; include heavy metals & asbestos; 5% of construction cost) <i>Enter \$0 in Unit Price column if none required.</i>  | Lump Sum              | 1        | \$0.00      | \$0.00        |
| UTILITY RELOCATION (If necessary) Only the cost of utilities needing relocation as a direct result of the HURF Exchange project is eligible for HURF Exchange.   | Lump Sum              | 1        | \$39,000.00 | \$39,000.00   |
| RETAINING WALL (Concrete; SF of face above the footing)  | Square Footage Facing | 1,424    | \$50.00     | \$71,200.00   |
| <b>EARTHWORK</b>   |                       |          |             |               |
| General Excavation   |                       | 1,400    | \$30.00     | \$42,000.00   |
| Drainage Excavation  | Cubic Yard            | 50       | \$18.00     | \$900.00      |
| Structural Excavation  |                       |          |             | \$0.00        |
| Structural Backfill  |                       |          |             | \$0.00        |
| Subgrade Preparation   |                       | 1,000    | \$10.00     | \$10,000.00   |
| CURB & GUTTER  | Linear Foot           | 5,318    | \$26.00     | \$138,268.00  |
| <b>ROADWAY/PAVING</b>  |                       |          |             |               |
| Milling  | Square Yards          | 14,416   | \$6.00      | \$86,496.00   |
| Paving   | Tons                  | 2,000    | \$104.00    | \$208,000.00  |
| AGGREGATE BASE   | Cubic Yard            | 673      | \$60.00     | \$40,380.00   |
| <b>PATHWAY OR SIDEWALK MATERIALS</b>   |                       |          |             |               |
| Concrete   |                       | 39,330   | \$6.00      | \$235,980.00  |
| Colored Concrete   | Square Foot           |          |             | \$0.00        |
| Stamped Color Concrete   |                       | 5,051    | \$7.00      | \$35,357.00   |
| Precast Concrete Pavers  |                       |          |             | \$0.00        |
| Asphaltic Concrete   | Tons                  |          |             | \$0.00        |
| Polymer or Resin Stabilized Surface  | Square Foot           |          |             | \$0.00        |

|  |   |                       |                       |                       |
|--|---|-----------------------|-----------------------|-----------------------|
| <b>CROSSWALK ENHANCEMENT</b>   |   |                       |                       |                       |
| Concrete Pavers  |   |                       |                       | \$0.00                |
| Stamped Asphalt  |   |                       |                       | \$0.00                |
| Stamped Concrete   | Square Foot                               |                       |                       | \$0.00                |
| Concrete   |   |                       |                       | \$0.00                |
| Integral Color Concrete  |   |                       |                       | \$0.00                |
| PEDESTRIAN ADA RAMP  | Square Foot                               | 1,600                 | \$25.00               | \$40,000.00           |
| CULVERT EXTENSIONS   | Linear Foot                               | 708                   | \$150.00              | \$106,200.00          |
| <b>SUBTOTAL - SITE PREPARATION &amp; HARDSCAPE CONSTRUCTION</b>  |   |                       |                       | <b>\$1,236,787.00</b> |
| <b>OTHER CONSTRUCTION ITEMS (List line items)</b>  |   |                       |                       |                       |
| <b>ITEM DESCRIPTION</b>  | <b>UNIT<br/>(Lump Sum,<br/>Ton, etc.)</b> | <b>QUANTITY</b>       | <b>UNIT<br/>PRICE</b> | <b>TOTAL</b>          |
| Misc. Driveway Improvements  | LS  | 1                     | \$116,348.00          | \$80,991.00           |
| Misc. Concrete Items   | LS  | 1                     | \$16,840.00           | \$16,840.00           |
| Striping   | LS  | 1                     | \$43,014.00           | \$43,014.00           |
| Signage  | LS  | 1                     | \$14,000.00           | \$14,000.00           |
| Misc. Drainage Improvements  | LS  | 1                     | \$139,550.00          | \$139,550.00          |
| Safety Rail  | LF  | 377                   | \$90.00               | \$33,930.00           |
| Misc. Asphalt Improvements   | LS  | 1                     | \$10,412.00           | \$10,412.00           |
|  |   |                       |                       | \$0.00                |
| <b>SUBTOTAL - OTHER CONSTRUCTION LINE ITEMS</b>  |   |                       |                       | <b>\$338,737.00</b>   |
| <b>MOBILIZATION AND ADMINISTRATION COSTS</b>   |   |                       |                       |                       |
| <b>ITEM DESCRIPTION</b>  | <b>UNIT</b>                               | <b>QUANTITY</b>       | <b>UNIT<br/>PRICE</b> | <b>TOTAL</b>          |
| CONTRACTOR MOBILIZATION (Typically 8% of construction cost)  | Lump Sum                                  | 1                     | \$25,000.00           | \$25,000.00           |
| TRAFFIC CONTROL (0-8% of construction cost)  | Lump Sum                                  | 1                     | \$50,000.00           | \$50,000.00           |
| CONSTRUCTION SURVEY & LAYOUT (Typically 1% of construction cost)   | Lump Sum                                  | 1                     | \$34,000.00           | \$34,000.00           |
| CONSTRUCTION CONTINGENCIES (Typically 5% of construction cost)   | Lump Sum                                  | 1                     | \$170,000.00          | \$170,000.00          |
| CONSTRUCTION ADMINISTRATION (Typically 20% of construction cost)   | Lump Sum                                  | 1                     | \$48,480.00           | \$48,480.00           |
| <b>SUBTOTAL - MOBILIZATION &amp; ADMINISTRATION COSTS</b>  |   |                       |                       | <b>\$327,480.00</b>   |
| <b>TOTAL STAGE V COSTS (CONSTRUCTION)</b>  |   |                       |                       | <b>\$1,903,004.00</b> |
| <b>TOTAL PROJECT COST</b>  |   |                       |                       | <b>\$2,042,419.00</b> |
| <b>SUMMARY OF HURF EXCHANGE AND SPONSOR FUNDS</b>  |   |                       |                       |                       |
| The data below is automatically calculated based on the information entered above and the amount programmed in the TIP as entered on the Project Scoping Form. |   |                       |                       |                       |
| <b>PHASE</b>   | <b>HURF<br/>EXCHANGE<br/>FUNDS IN TIP</b> | <b>SPONSOR FUNDS</b>  | <b>TOTAL</b>          |                       |
| TOTAL DESIGN   | \$0.00                                    | \$139,415.00          | \$139,415.00          |                       |
| TOTAL RIGHT OF WAY   | \$0.00                                    | \$0.00                | \$0.00                |                       |
| <b>TOTAL CONSTRUCTION</b>  | <b>\$353,454.00</b>                       | <b>\$1,549,550.00</b> | <b>\$1,903,004.00</b> |                       |
| <b>TOTALS</b>  | <b>\$353,454.00</b>                       | <b>\$1,688,965.00</b> | <b>\$2,042,419.00</b> |                       |

Prepared by:  
 Name Stephen Craver  
 Title Engineering Supervisor  
 Company City of Sedona  
 Phone 928-203-5059  
 Email scraver@sedonaaz.gov

| HURF Exchange Project and Draw Schedules  |  |  |
|---|--|--|
| <p><b>Note:</b> The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.</p>   |  |  |
| <p><b>INSTRUCTIONS:</b> This form is required to accompany a HURF Exchange Project Initiation request. Enter the Estimated Completion Dates as requested for each Stage of Development and Construction. Also enter the Expected Draw Dates for these phases. Draw amounts for each phase are auto-calculated based on the amount programmed in the TIP as entered on the Project Scoping Form.</p> |  | <p><b>Enter dates into GREEN CELLS</b></p> |
| Project Information   |  |  |
| (fields below will be populated based on information entered on the Project Scoping Form tab)   |  |  |
| Project Sponsor   | City of Sedona   |  |
| Sponsor Contact   | Stephen Craver   |  |
| Contact Phone #   | 928-203-5059   |  |
| Contact Email   | scraver@sedonaaz.gov   |  |
| Project Name  | Sanborn-Thunder Mt Rd - Rhapsody Dr Overlay  |  |
| Project Location  | Sedona   |  |
| Termini Begin/End   | All of Sanborn Drive and the portion of Thunder Mountain Road between Sunshine Lane and Rhapsody Road. |  |
| COG/MPO   | NACOG  |  |
| Design TIP Number   | SED 17-005D  |  |
| Right of Way TIP Number   | 0  |  |
| Construction TIP Number   | SED 19-003C  |  |
| <b>ADOT USE ONLY</b>  |  | ADOT Project Number                        |
|   |  | 0  |
| Project Development   |  |  |
| <b>Development Schedule</b>   |  | <b>HURF Exchange Funding Draw Schedule</b> |
| Stage   | Estimated Completion Date  | Draw %      Amount      Expected Draw Date |
| Initiation Request  | N/A  | 30%      \$ -      N/A                     |
| IGA Approved  | N/A  | 30%      \$ -      N/A                     |
| Finance Authorization Request   | N/A  | 30%      \$ -      N/A                     |
| Start of Work   | N/A  | 10%      \$ -      *                       |
| Stage II  | N/A  | <b>Total</b> \$ -                          |
| Stage III   | N/A  |  |
| Stage IV  | N/A  |  |
| Bid Ready   | N/A  |  |
| Right of Way  |  |  |
| <b>Acquisition Schedule</b>   |  | <b>HURF Exchange Funding Draw Schedule</b> |
| Activity  | Estimated Completion Date  | Draw %      Amount      Expected Draw Date |
| Authorization Request   | N/A  | 30%      \$ -      N/A                     |
| Start of Work   | N/A  | 30%      \$ -      N/A                     |
| All Parcels Acquired By   | N/A  | 30%      \$ -      N/A                     |
|   |  | 10%      \$ -      *                       |
|   |  | <b>Total</b> \$ -                          |
| Construction  |  |  |
| <b>Construction Schedule</b>  |  | <b>HURF Exchange Funding Draw Schedule</b> |
| Activity  | Estimated Completion Date  | Draw %      Amount      Expected Draw Date |
| Authorization Request   | 9/14/2020  | 30%      \$ 106,036.20      9/28/2020      |
| Start of Work   | N/A  | 30%      \$ 106,036.20      12/24/2020     |
| Bid Advertisement   | 7/3/2020   | 30%      \$ 106,036.20      3/26/2021      |
| Bid Opening   | 8/24/2020  | 10%      \$ 35,345.40      *               |
| Bid Award   | 9/22/2020  | <b>Total</b> \$ 353,454.00                 |
| Notice to Proceed   | 9/18/2020  |  |
| Substantial Completion  | 6/4/2021   |  |
| Final Project Walk-through  | 6/18/2021  |  |
| Final Acceptance  | 6/25/2021  |  |

\* The Final 10% is reimbursed to the Sponsor as follows:

- ▶ For projects involving multiple phases funded with HURF Exchange - the final 10% for each phase, except for the last, will be reimbursed within 30 days of the receipt and approval of an invoice and documentation demonstrating the phase is complete.
- ▶ At final Project completion - the final 10% will be reimbursed upon completion of the project final voucher by ADOT.

| <b>HURF Exchange Project Scoping Form</b>   |   |  |                       |
|---|---|--|-----------------------|
| <p><b>Note:</b> The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.</p> |   |  |                       |
| <p><b>INSTRUCTIONS:</b> This form is required to accompany a HURF Exchange Project Initiation request.</p>  |   | <p>Enter information into <b>GREEN CELLS</b></p> |                       |
| <p><b>PROJECT INFORMATION</b><br/>(information provided in this section will auto-populate to the Project Cost Estimate and Draw Schedule tabs)</p>   |   |  |                       |
| Project Sponsor   | City of Sedona  |  |                       |
| Sponsor Contact   | Stephen Craver  |  |                       |
| Contact Phone #   | 928-203-5059  |  |                       |
| Contact Email   | scraver@sedonaaz.gov  |  |                       |
| Project Name  | Sanborn-Thunder Mt Rd - Rhapsody Dr Overlay   |  |                       |
| Project Location  | Sedona  |  |                       |
| Functional Classification (select from list)  | Major Collector   |  |                       |
| Termini Begin/End   | All of Sanborn Drive and the portion of Thunder Mountain Road between Sunshine Lane and Rhapsody Road.  |  |                       |
| ADOT District (select from list)  | North Central District  |  |                       |
| <b>ADOT USE ONLY</b>  |   |  |                       |
| ADOT Project Number (5 digit)   |   | IGA Number                                       |                       |
| <b>Funding Information</b>  |   |  |                       |
| COG/MPO (select from list)  | NACOG   |  |                       |
| TIP Informtaion   | <i>Description</i>  | <i>Design</i>                                    | <i>Right of Way</i>   |
|   | Year Programmed   | FY17   | FY21                  |
|   | TIP Number  | SED 17-005D                                      | SED 19-003C           |
|   | HURF Exchange Amount  | \$0.00   | \$353,454.00          |
|   | Sponsor Amount  | \$139,415.00                                     | \$1,646,546.00        |
|   | <b>Phase Total</b>  | <b>\$139,415.00</b>                              | <b>\$0.00</b>         |
| <b>Project Total</b>  |   |  | <b>\$2,139,415.00</b> |
| <b>Scope of Work Summary</b>  |   |  |                       |
| Delivery Method (select from list)  | Advertise for bids  |  |                       |
| Scoping document attached? (select from list)   | No  |  |                       |
| <p><b>Major Items of Work</b><br/>(press Alt-Tab to create a new line; press Alt-Tab-Tab to create a new paragraph)</p>   | <p>The project is located north of SR89A along Sanborn Drive and Thunder Moutain Road for a total of 1.0 mile. This project will provide a new asphaltic concrete overlay as well as curb and gutter on the south side of the roadway. This project will provide an improvement for this important roadway which serves as a major collector and provides critical connectivity for local off-highway trips. It will also provide the ability to install a shared-use path on the south side of the roadway which supports objectives of the Sedona In Motion Transportation Master Plan. Since this a fairly simple asphalt overlay there are no right-of-way, utility, or serious environmental issues.</p> |  |                       |

| <b>HURF Exchange Project Cost Estimate</b>   |  |                     |              |   |
|--|--|---------------------|--------------|---|
| <p><b>Note:</b> The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.</p>                  |  |                     |              |   |
| <p><b>INSTRUCTIONS:</b> This form is required to accompany a HURF Exchange Project Initiation request. List all items necessary to develop and construct the project. The sponsoring agency is responsible for verifying all costs and their accuracy. Construction cost overruns will be the responsibility of the sponsoring agency.</p> |  |                     |              | <p><b>Enter values into GREEN CELLS</b></p> |
| PROJECT INFORMATION  |  |                     |              |   |
| (fields below will be populated based on information entered on the Project Scoping Form tab)  |  |                     |              |   |
| Project Sponsor  | City of Sedona   |                     |              |   |
| Sponsor Contact  | Stephen Craver   |                     |              |   |
| Contact Phone #  | 928-203-5059   |                     |              |   |
| Contact Email  | scraver@sedonaaz.gov   |                     |              |   |
| Project Name   | Sanborn-Thunder Mt Rd - Rhapsody Dr Overlay  |                     |              |   |
| Project Location   | Sedona   |                     |              |   |
| Termini Begin/End  | All of Sanborn Drive and the portion of Thunder Mountain Road between Sunshine Lane and Rhapsody Road. |                     |              |   |
| COG/MPO  | NACOG  |                     |              |   |
| Design TIP Number  | SED 17-005D  |                     |              |   |
| Right of Way TIP Number  | 0  |                     |              |   |
| Construction TIP Number  | SED 19-003C  |                     |              |   |
| <b>ADOT USE ONLY</b>   |  | ADOT Project Number | 0            |   |
| <p><b>STAGE I – SCOPING (15% Preliminary Design)</b><br/> <b>NOT ELIGIBLE FOR HURF EXCHANGE FUNDING</b></p>  |  |                     |              |   |
| <p><b>STAGES II, III, IV and V - DESIGN</b></p>  |  |                     |              |   |
| DESIGN COSTS   |  |                     |              |   |
| ITEM DESCRIPTION   | UNIT   | QUANTITY            | UNIT PRICE   | TOTAL                                       |
| PS&E's - Plans, Special Provisions, Cost Estimates & Schedules (10%-20% of construction cost.)   | Lump Sum   | 1                   | \$117,205.00 | \$117,205.00                                |
| GEOTECHNICAL INVESTIGATION (If a report is necessary, anticipate 5% of construction cost) Includes testing, Geotech Report, Materials & Pavement Design Report) <i>Enter \$0 in Unit Price column if none required.</i>  | Lump Sum   | 1                   | \$0.00       | \$0.00                                      |
| DRAINAGE REPORT (If a report is necessary, anticipate 5% of construction cost) <i>Enter \$0 in Unit Price column if none required.</i>   | Lump Sum   | 1                   | \$20,020.00  | \$20,020.00                                 |
| STORM WATER POLLUTION PREVENTION PLAN (Required if there is over 1 acre of total disturbance, 1% of construction cost) <i>Enter \$0 in Unit Price column if none required.</i>   | Lump Sum   | 1                   | \$2,190.00   | \$2,190.00                                  |
| <b>SUBTOTAL – PROJECT DESIGN COSTS</b>   |  |                     |              | <b>\$139,415.00</b>                         |

| RIGHT OF WAY COSTS   |                       |          |             |               |
|--|-----------------------|----------|-------------|---------------|
| ITEM DESCRIPTION   | UNIT                  | QUANTITY | UNIT PRICE  | TOTAL         |
| RIGHT OF WAY , Costs for pre-acquisition activities (plans, title reports, appraisals, etc)  | Lump Sum              | 1        | \$0.00      | \$0.00        |
| RIGHT-OF-WAY ACQUISITION (if necessary)  | Lump Sum              | 1        | \$0.00      | \$0.00        |
| <b>SUBTOTAL – RIGHT OF WAY COSTS</b>   |                       |          |             | <b>\$0.00</b> |
| STAGE V – CONSTRUCTION   |                       |          |             |               |
| SITE PREPARATION & HARDSCAPE CONSTRUCTION  |                       |          |             |               |
| ITEM DESCRIPTION   | UNIT                  | QUANTITY | UNIT PRICE  | TOTAL         |
| INSTALLATION OF STORMWATER POLLUTION PREVENTION MEASURES (If over 1 acre of disturbance, 5% of construction costs) <i>Enter \$0 in Unit Price column if area of disturbance is less than one acre.</i> | Lump Sum              | 1        | \$35,000.00 | \$35,000.00   |
| SITE PREPARATION (Clearing and grubbing, plant salvage)  | Lump Sum              | 1        | \$41,080.00 | \$41,080.00   |
| <b>DEMOLITION</b>  |                       |          |             |               |
| Sawcut   | Linear Foot           | 6,382    | \$4.00      | \$25,528.00   |
| Remove Structures and Obstructions   | Lump Sum              | 1        | \$28,508.00 | \$28,508.00   |
| Remove & Replace Fencing   | Linear Foot           | 120      | \$67.00     | \$8,040.00    |
| Remove Structural Concrete   |                       | 84       | \$100.00    | \$8,400.00    |
| Remove Asphaltic Concrete Pavement   | Cubic Yard            | 405      | \$90.00     | \$36,450.00   |
| Remove Concrete Sidewalks, Slabs   |                       | 0        | \$0.00      | \$0.00        |
| HAZARDOUS MATERIALS ABATEMENT (If applicable; include heavy metals & asbestos; 5% of construction cost) <i>Enter \$0 in Unit Price column if none required.</i>  | Lump Sum              | 1        | \$0.00      | \$0.00        |
| UTILITY RELOCATION (if necessary) Only the cost of utilities needing relocation as a direct result of the HURF Exchange project is eligible for HURF Exchange.   | Lump Sum              | 1        | \$39,000.00 | \$39,000.00   |
| RETAINING WALL (Concrete; SF of face above the footing)  | Square Footage Facing | 1,424    | \$50.00     | \$71,200.00   |
| <b>EARTHWORK</b>   |                       |          |             |               |
| General Excavation   |                       | 1,400    | \$30.00     | \$42,000.00   |
| Drainage Excavation  | Cubic Yard            | 50       | \$18.00     | \$900.00      |
| Structural Excavation  |                       |          |             | \$0.00        |
| Structural Backfill  |                       |          |             | \$0.00        |
| Subgrade Preparation   |                       | 1,000    | \$10.00     | \$10,000.00   |
| CURB & GUTTER  | Linear Foot           | 5,318    | \$26.00     | \$138,268.00  |
| <b>ROADWAY/PAVING</b>  |                       |          |             |               |
| Milling  | Square Yards          | 14,416   | \$6.00      | \$86,496.00   |
| Paving   | Tons                  | 2,000    | \$104.00    | \$208,000.00  |
| AGGREGATE BASE   | Cubic Yard            | 673      | \$60.00     | \$40,380.00   |
| <b>PATHWAY OR SIDEWALK MATERIALS</b>   |                       |          |             |               |
| Concrete   |                       | 39,330   | \$6.00      | \$235,980.00  |
| Colored Concrete   | Square Foot           |          |             | \$0.00        |
| Stamped Color Concrete   |                       | 5,051    | \$7.00      | \$35,357.00   |
| Precast Concrete Pavers  |                       |          |             | \$0.00        |
| Asphaltic Concrete   | Tons                  |          |             | \$0.00        |
| Polymer or Resin Stabilized Surface  | Square Foot           |          |             | \$0.00        |



| CROSSWALK ENHANCEMENT  |                                  |                       |                       |                       |
|--|----------------------------------|-----------------------|-----------------------|-----------------------|
| Concrete Pavers  |                                  |                       |                       | \$0.00                |
| Stamped Asphalt  |                                  |                       |                       | \$0.00                |
| Stamped Concrete   | Square Foot                      |                       |                       | \$0.00                |
| Concrete   |                                  |                       |                       | \$0.00                |
| Integral Color Concrete  |                                  |                       |                       | \$0.00                |
| PEDESTRIAN ADA RAMP  | Square Foot                      | 1,600                 | \$25.00               | \$40,000.00           |
| CULVERT EXTENSIONS   | Linear Foot                      | 708                   | \$150.00              | \$106,200.00          |
| <b>SUBTOTAL - SITE PREPARATION &amp; HARDSCAPE CONSTRUCTION</b>  |                                  |                       |                       | <b>\$1,236,787.00</b> |
| OTHER CONSTRUCTION ITEMS (List line items)   |                                  |                       |                       |                       |
| ITEM DESCRIPTION   | UNIT<br>(Lump Sum,<br>Ton, etc.) | QUANTITY              | UNIT<br>PRICE         | TOTAL                 |
| Misc. Driveway Improvements  | LS                               | 1                     | \$116,348.00          | \$80,991.00           |
| Misc. Concrete Items   | LS                               | 1                     | \$16,840.00           | \$16,840.00           |
| Striping   | LS                               | 1                     | \$43,014.00           | \$43,014.00           |
| Signage  | LS                               | 1                     | \$14,000.00           | \$14,000.00           |
| Misc. Drainage Improvements  | LS                               | 1                     | \$139,550.00          | \$139,550.00          |
| Safety Rail  | LF                               | 377                   | \$90.00               | \$33,930.00           |
| Misc. Asphalt Improvements   | LS                               | 1                     | \$10,412.00           | \$10,412.00           |
|  |                                  |                       |                       | \$0.00                |
| <b>SUBTOTAL - OTHER CONSTRUCTION LINE ITEMS</b>  |                                  |                       |                       | <b>\$338,737.00</b>   |
| MOBILIZATION AND ADMINISTRATION COSTS  |                                  |                       |                       |                       |
| ITEM DESCRIPTION   | UNIT                             | QUANTITY              | UNIT<br>PRICE         | TOTAL                 |
| CONTRACTOR MOBILIZATION (Typically 8% of construction cost)  | Lump Sum                         | 1                     | \$25,000.00           | \$25,000.00           |
| TRAFFIC CONTROL (0-8% of construction cost)  | Lump Sum                         | 1                     | \$50,000.00           | \$50,000.00           |
| CONSTRUCTION SURVEY & LAYOUT (Typically 1% of construction cost)   | Lump Sum                         | 1                     | \$34,000.00           | \$34,000.00           |
| CONSTRUCTION CONTINGENCIES (Typically 5% of construction cost)   | Lump Sum                         | 1                     | \$170,000.00          | \$170,000.00          |
| CONSTRUCTION ADMINISTRATION (Typically 20% of construction cost)   | Lump Sum                         | 1                     | \$48,480.00           | \$48,480.00           |
| <b>SUBTOTAL – MOBILIZATION &amp; ADMINISTRATION COSTS</b>  |                                  |                       |                       | <b>\$327,480.00</b>   |
| <b>TOTAL STAGE V COSTS (CONSTRUCTION)</b>  |                                  |                       |                       | <b>\$1,903,004.00</b> |
| <b>TOTAL PROJECT COST</b>  |                                  |                       |                       | <b>\$2,042,419.00</b> |
| SUMMARY OF HURF EXCHANGE AND SPONSOR FUNDS   |                                  |                       |                       |                       |
| The data below is automatically calculated based on the information entered above and the amount programmed in the TIP as entered on the Project Scoping Form. |                                  |                       |                       |                       |
| PHASE  | HURF<br>EXCHANGE<br>FUNDS IN TIP | SPONSOR FUNDS         | TOTAL                 |                       |
| TOTAL DESIGN   | \$0.00                           | \$139,415.00          | \$139,415.00          |                       |
| TOTAL RIGHT OF WAY   | \$0.00                           | \$0.00                | \$0.00                |                       |
| <b>TOTAL CONSTRUCTION</b>  | <b>\$353,454.00</b>              | <b>\$1,549,550.00</b> | <b>\$1,903,004.00</b> |                       |
| <b>TOTALS</b>  | <b>\$353,454.00</b>              | <b>\$1,688,965.00</b> | <b>\$2,042,419.00</b> |                       |

Prepared by:

Name Stephen Craver  
 Title Engineering Supervisor  
 Company City of Sedona  
 Phone 928-203-5059  
 Email scraver@sedonaaz.gov

| HURF Exchange Project and Draw Schedules  |  |  |
|---|--|--|
| <p><b>Note:</b> The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.</p>   |  |  |
| <p><b>INSTRUCTIONS:</b> This form is required to accompany a HURF Exchange Project Initiation request. Enter the Estimated Completion Dates as requested for each Stage of Development and Construction. Also enter the Expected Draw Dates for these phases. Draw amounts for each phase are auto-calculated based on the amount programmed in the TIP as entered on the Project Scoping Form.</p> |  | <p><b>Enter dates into GREEN CELLS</b></p> |
| Project Information   |  |  |
| (fields below will be populated based on information entered on the Project Scoping Form tab)   |  |  |
| Project Sponsor   | City of Sedona   |  |
| Sponsor Contact   | Stephen Craver   |  |
| Contact Phone #   | 928-203-5059   |  |
| Contact Email   | scraver@sedonaaz.gov   |  |
| Project Name  | Sanborn-Thunder Mt Rd - Rhapsody Dr Overlay  |  |
| Project Location  | Sedona   |  |
| Termini Begin/End   | All of Sanborn Drive and the portion of Thunder Mountain Road between Sunshine Lane and Rhapsody Road. |  |
| COG/MPO   | NACOG  |  |
| Design TIP Number   | SED 17-005D  |  |
| Right of Way TIP Number   | 0  |  |
| Construction TIP Number   | SED 19-003C  |  |
| ADOT USE ONLY   |  | ADOT Project Number                        |
|   |  | 0  |
| Project Development   |  |  |
| Development Schedule  |  | HURF Exchange Funding Draw Schedule        |
| Stage   | Estimated Completion Date  | Draw %      Amount      Expected Draw Date |
| Initiation Request  | N/A  | 30%      \$ -      N/A                     |
| IGA Approved  | N/A  | 30%      \$ -      N/A                     |
| Finance Authorization Request   | N/A  | 30%      \$ -      N/A                     |
| Start of Work   | N/A  | 10%      \$ -      *                       |
| Stage II  | N/A  | <b>Total</b> \$ -                          |
| Stage III   | N/A  |  |
| Stage IV  | N/A  |  |
| Bid Ready   | N/A  |  |
| Right of Way  |  |  |
| Acquisition Schedule  |  | HURF Exchange Funding Draw Schedule        |
| Activity  | Estimated Completion Date  | Draw %      Amount      Expected Draw Date |
| Authorization Request   | N/A  | 30%      \$ -      N/A                     |
| Start of Work   | N/A  | 30%      \$ -      N/A                     |
| All Parcels Acquired By   | N/A  | 30%      \$ -      N/A                     |
|   |  | 10%      \$ -      *                       |
|   |  | <b>Total</b> \$ -                          |
| Construction  |  |  |
| Construction Schedule   |  | HURF Exchange Funding Draw Schedule        |
| Activity  | Estimated Completion Date  | Draw %      Amount      Expected Draw Date |
| Authorization Request   | 9/14/2020  | 30%      \$ 106,036.20      9/28/2020      |
| Start of Work   | N/A  | 30%      \$ 106,036.20      12/24/2020     |
| Bid Advertisement   | 7/3/2020   | 30%      \$ 106,036.20      3/26/2021      |
| Bid Opening   | 8/24/2020  | 10%      \$ 35,345.40      *               |
| Bid Award   | 9/22/2020  | <b>Total</b> \$ 353,454.00                 |
| Notice to Proceed   | 9/18/2020  |  |
| Substantial Completion  | 6/4/2021   |  |
| Final Project Walk-through  | 6/18/2021  |  |
| Final Acceptance  | 6/25/2021  |  |

\* The Final 10% is reimbursed to the Sponsor as follows:

- ▶ For projects involving multiple phases funded with HURF Exchange - the final 10% for each phase, except for the last, will be reimbursed within 30 days of the receipt and approval of an invoice and documentation demonstrating the phase is complete.
- ▶ At final Project completion - the final 10% will be reimbursed upon completion of the project final voucher by ADOT.

**ARIZONA DEPARTMENT OF TRANSPORTATION  
HURF EXCHANGE DRAW AND FINAL REIMBURSEMENT INVOICE**

|   |                            |                              |                       |                       |                    |
|---|----------------------------|------------------------------|-----------------------|-----------------------|--------------------|
| COG/MPO:  |                            | Project Phase:               |                       |                       |                    |
| Local Entity:   |                            |                              |                       |                       |                    |
| TIP ID Number:  |                            |                              |                       |                       |                    |
| Project Number:   |                            |                              |                       |                       |                    |
| Project Name/Location Description:                          |                            |                              |                       |                       |                    |
| REMIT PAYMENT TO: (Entity Name and Address Project Sponsor) |                            |                              |                       |                       |                    |
| Date Started:   | Estimated Completion Date: | % Billed:                    | % Complete:           |                       |                    |
|   |                            |                              |                       |                       |                    |
|   | Expected Draw Date         | Actual Draw Date             | Actual Invoice Amount | Estimated Draw Amount | Actual Draw Amount |
| Draw # 1 (30%)  |                            |                              |                       |                       |                    |
| Draw # 2 (30%)  |                            |                              |                       |                       |                    |
| Draw # 3 (30%)  |                            |                              |                       |                       |                    |
| Draw # 4 (10% - Final Reimbursement)                        |                            |                              |                       |                       |                    |
| <b>SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED</b>       |                            |                              |                       |                       |                    |
| Items   | Description                | Previous Accumulative Amount | Current Month         | Accumulative Amount   |                    |
|   |                            |                              |                       |                       | \$0.00             |
|   |                            |                              |                       |                       | \$0.00             |
|   |                            |                              |                       |                       | \$0.00             |
|   |                            |                              |                       |                       | \$0.00             |
|   |                            |                              |                       |                       | \$0.00             |
|   |                            |                              |                       |                       | \$0.00             |
| Submitted By: _____ Date: _____                             |                            |                              |                       | Total To Date         | \$0.00             |
| Approved By: _____ Date: _____<br>ADOT Project Manager      |                            |                              |                       | Total Previous Report | \$0.00             |
| Approved By: _____ Date: _____<br>FMS Resource Admin        |                            |                              |                       | Current Report        | <b>\$0.00</b>      |
| Attachments:  |                            |                              |                       |                       |                    |
| Invoices  |                            |                              |                       |                       |                    |
| Status Reports  |                            |                              |                       |                       |                    |



### Certificate Of Completion

Envelope Id: 8DF0AAA8D40943769EF218B6607A7AF0  
 Subject: Please DocuSign: 20-0007842-Dist NC-City of Sedona-T008901D-DuS.pdf  
 Source Envelope:  
 Document Pages: 26  
 Certificate Pages: 6  
 AutoNav: Enabled  
 Enveloped Stamping: Enabled  
 Time Zone: (UTC-07:00) Arizona

Status: Completed  
 Envelope Originator:  
 Liliana Aguilar  
 206 S 17th Ave  
 Phoenix, AZ 85007  
 laguilar@azdot.gov  
 IP Address: 162.59.200.193

### Record Tracking

Status: Original  
 9/14/2020 12:42:29 PM  
 Holder: Liliana Aguilar  
 laguilar@azdot.gov  
 Location: DocuSign

### Signer Events

Kurt W Christianson  
 kchristianson@sedonaaz.gov  
 Security Level: Email, Account Authentication  
 (None)

### Signature

DocuSigned by:  
  
 CD8CCD27BDC94A7...

Signature Adoption: Pre-selected Style  
 Using IP Address: 24.121.67.130

### Timestamp

Sent: 9/14/2020 2:09:34 PM  
 Viewed: 9/14/2020 2:16:11 PM  
 Signed: 9/14/2020 2:17:14 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/14/2020 2:16:11 PM  
 ID: 4e2e90d5-6b19-4069-8290-9230923e9708

Sandy Moriarty  
 smoriarty@sedonaaz.gov  
 Mayor  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
 1C2DDC7E5C654BC...

Signature Adoption: Pre-selected Style  
 Using IP Address: 71.32.118.245

Sent: 9/14/2020 2:17:16 PM  
 Viewed: 9/14/2020 3:57:20 PM  
 Signed: 9/14/2020 3:58:43 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/14/2020 3:57:20 PM  
 ID: 02f5fecc-2b01-421a-b1ec-b3f6d67dfaca

Susan L. Irvine  
 sirvine@sedonaaz.gov  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
 73AB72E7F35A418...

Signature Adoption: Pre-selected Style  
 Using IP Address: 24.119.31.135

Sent: 9/14/2020 3:58:45 PM  
 Viewed: 9/14/2020 3:59:32 PM  
 Signed: 9/14/2020 4:00:44 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/14/2020 2:09:34 PM  
 ID: d9483fd4-19db-404e-a4a5-779359c0bfe9

Steve Boschen  
 sboschen@azdot.gov  
 Division Director - IDO  
 ADOT  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
 2C8F28BDDC8C4A2...

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 162.59.200.193

Sent: 9/14/2020 4:00:47 PM  
 Viewed: 9/14/2020 4:06:49 PM  
 Signed: 9/14/2020 4:06:56 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

|  |  |  |
|--|--|--|
| JPAdocuSign<br>jpadocusign@azdot.gov<br>Security Level: Email, Account Authentication (None) | <b>Completed</b><br><br>Using IP Address: 162.59.200.193 | Sent: 9/14/2020 4:06:58 PM<br>Viewed: 9/14/2020 4:19:03 PM<br>Signed: 9/21/2020 8:21:37 AM |
|--|--|--|

**Electronic Record and Signature Disclosure:**  
Accepted: 9/14/2020 4:19:03 PM  
ID: 7a94461c-7c67-4aa6-8a67-b595689f40b2

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

|  |  |  |
|--|--|--|
| J. Andy Dickey<br>adickey@sedonaaz.gov<br>Security Level: Email, Account Authentication (None) | <b>VIEWED</b><br><br>Using IP Address: 71.209.241.62 | Sent: 9/14/2020 1:25:10 PM<br>Viewed: 9/14/2020 1:31:54 PM |
|--|--|--|

**Electronic Record and Signature Disclosure:**  
Accepted: 10/3/2018 7:03:03 AM  
ID: 3e76290b-5086-4670-907f-09daf606a439

|  |   |  |
|--|---|--|
| Stephen Craver<br>scraver@sedonaaz.gov<br>Security Level: Email, Account Authentication (None) | <b>VIEWED</b><br><br>Using IP Address: 47.212.210.224 | Sent: 9/14/2020 1:25:10 PM<br>Viewed: 9/14/2020 1:28:09 PM |
|--|---|--|

**Electronic Record and Signature Disclosure:**  
Accepted: 9/14/2020 1:28:09 PM  
ID: dce663fd-1c47-4459-a9de-68e8bb276bc9

|  |  |  |
|--|--|--|
| Susan Irvine<br>sirvine@sedonaaz.gov<br>Security Level: Email, Account Authentication (None) | <b>VIEWED</b><br><br>Using IP Address: 24.119.31.135 | Sent: 9/14/2020 1:25:10 PM<br>Viewed: 9/14/2020 2:09:34 PM |
|--|--|--|

**Electronic Record and Signature Disclosure:**  
Accepted: 9/14/2020 2:09:34 PM  
ID: d9483fd4-19db-404e-a4a5-779359c0bfe9

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

|  |               |  |
|--|---------------|--|
| Jennifer Henderson<br>jhenderson@azdot.gov<br>Management Analyst 3<br>ADOT<br>Security Level: Email, Account Authentication (None) | <b>COPIED</b> | Sent: 9/14/2020 1:25:10 PM<br>Viewed: 9/14/2020 2:06:09 PM |
|--|---------------|--|

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

| Carbon Copy Events  | Status        | Timestamp                  |
|---|---------------|----------------------------|
| Liliana Aguilar<br>laguilar@azdot.gov<br>ADOT<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <b>COPIED</b> | Sent: 9/14/2020 4:00:46 PM |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status           | Timestamps           |
|-------------------------|------------------|----------------------|
| Envelope Sent           | Hashed/Encrypted | 9/14/2020 4:06:58 PM |
| Certified Delivered     | Security Checked | 9/14/2020 4:19:03 PM |
| Completed               | Security Checked | 9/21/2020 8:21:37 AM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| 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.



**MARK BRNOVICH**  
**ATTORNEY GENERAL**

**OFFICE OF THE ARIZONA ATTORNEY GENERAL**  
**STATE GOVERNMENT DIVISION /**  
**TRANSPORTATION SECTION**

**DAWN NORTHUP**  
**DIVISION CHIEF COUNSEL**  
**ELI D. GOLOB**  
**ASSISTANT ATTORNEY GENERAL**

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012020001564 (**ADOT IGA/JPA 20-0007842-I**), an Agreement between public agencies, the State of Arizona and the City of Sedona, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954, 28-334 and 28-401, as amended, 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.

DATED: September 11, 2020

MARK BRNOVICH  
Attorney General

/s/ Eli D. Golob

---

ELI D. GOLOB  
Assistant Attorney General  
Transportation Section

EDG/cd/8960631



**Infrastructure Delivery and Operations**

Douglas A. Ducey, Governor  
John S. Halikowski, Director  
Dallas Hammit, State Engineer  
Steve Boschen, Division Director

August 14, 2020

Stephen Craver  
City of Sedona, Engineering Supervisor  
102 Roadrunner Drive  
Sedona AZ 86336

Subject: Cancellation of Agreement  
ADOT File No.: IGA 16-0005922-I  
AG Contract No.: P001 2016 002013  
Project: Sanborn-Thunder Mt-Rhapsody Rd. - Coffee Pot Dr.  
Section: Pavement Rehabilitation  
Federal-aid No.: SED-0(202)T  
ADOT Project No.: T0089 01C

Dear Mr. Craver:

ADOT acknowledges that the City of Sedona would like to cancel Intergovernmental Agreement 16-0005922-I for ADOT Project No. T008901C. This Project started out as a federally funded project, however during the initial stages of design a request was submitted to convert this Project to a HURF Exchange Project. This Project has been reestablished as a HURF Project under IGA 20-0007842-I. Any remaining funds collected under IGA 16-0005922-I for Project Development Administration (previously referred to as Project Management & Design Review (PMDR) costs will be returned to the Town within 45 days of the effective date of this letter.

Therefore, ADOT will terminate Intergovernmental Agreement, IGA 16-0005922-I, executed on July 20, 2016, 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"). On the date the IGA terminates, all parties' rights and obligations under the original agreement shall terminate.

This termination shall be effective after the last signature is obtained.

**CITY OF SEDONA**

**STATE OF ARIZONA**

Department of Transportation

DocuSigned by:  
  
By \_\_\_\_\_ Date 9/14/2020  
1c288c7e3c054bc...  
**SANDY MORIARTY**  
Mayor

DocuSigned by:  
  
By \_\_\_\_\_ Date 9/14/2020  
2c8f288bdbc4a2...  
**STEVE BOSCHEN, PE**  
Division Director

Sincerely,

DocuSigned by:  
  
LILITANA AGUILAR  
Joint Project Administration