



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: April 5, 2022

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Arizona Department of Transportation (ADOT)

***Project Title/Description:**

ADOT Agreement 3781-22 PCRWRD Interstate 10 - Ina Road to Ruthrauff Road

***Purpose:**

To enable ADOT to complete a highway project and for the ADOT Contractor to Protect in Place the existing utilities which do not have prior rights. The plant interconnect consists of 60-inch and 72-inch HOBAS pipe and manholes. The gravity conveyance system passes through the ADOT right of way at Sunset Road. The proposed construction is to add approximately 23 feet of additional fill over the HOBAS pipe. The ADOT Contractor will design and construct geofoam locks, load distribution slab and separation geotextile over the geofoam blocks to protect and reduce the loading on the existing HOBAS pipe. PCRWRD will be responsible for the review and approval of the design and provide onsite inspection during construction.

***Procurement Method:**

This Utility Agreement is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

The goal of this contract is to provide ADOT the assistance needed to complete a highway project and protect the existing PCRWRD public sewer infrastructure and related work within the construction limits of the ADOT project.

***Public Benefit:**

This work will result in a safer and more efficient traffic conditions for the general public and protect the existing PCRWRD utility.

***Metrics Available to Measure Performance:**

To complete the RWRD public sewer and related work according to the approved ADOT schedules and by minimizing costs as much as possible while keeping them within the established project budget.

***Retroactive:**

No

TO: COB 3-21-22 (1)
Vers: 1
Pgs: 17

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: WW Contract Number (i.e., 15-123): 22*282
Commencement Date: 4/05/2022 Termination Date: 6/20/2024 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 654,396.88 Revenue Amount: \$ -0-

*Funding Source(s) required: RWRD Obligations

Funding from General Fund? Yes No If Yes \$ %

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease

Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):

Commencement Date: Termination Date: Amendment Number:

Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ %

*Match funding from other sources? Yes No If Yes \$ %

*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Jaime Rivera

Department: RWRD Conveyance Division

Telephone: 520-724-3402

Department Director Signature: [Signature]

Date: 3/18/22

Deputy County Administrator Signature: [Signature]

Date: 3/18/2022

County Administrator Signature: [Signature]

Date: 3/18/2022

AG Contract No. P0012022000396

ARIZONA DEPARTMENT OF TRANSPORTATION

UTILITY AND RAILROAD ENGINEERING SECTION

UTILITY AGREEMENT

Between

THE STATE OF ARIZONA

and

PIMA COUNTY

Agreement No.	3781-22-PCRWRD
TRACS No.	010 PM 247 H7583 01C
PROJECT NO.	NHPP 010-D(211)A
HIGHWAY:	Interstate 10
Location:	Ina Road to Ruthrauff Road

THIS AGREEMENT is made between the STATE OF ARIZONA, acting through its DEPARTMENT OF TRANSPORTATION, and PIMA COUNTY, acting for its Regional Wastewater Reclamation Department.

All lettered exhibits are incorporated and made a part of this agreement by reference and attachment regardless of designation or alphabetical order.

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Exhibit "A": Cost Estimate

Exhibit "B": Plans for Relocation

I. RECITALS

The purpose of this agreement is to enable the Arizona Department of Transportation to complete a highway project. In order to complete this project, it is necessary for the ADOT Contractor to PROTECT IN PLACE the existing UTILITY facilities.

The UTILITY's facilities to be protected do not have PRIOR RIGHTS.

Pima County Regional Wastewater Reclamation Department's plant interconnect consists of 60-inch and 72-inch HOBAS pipe and manholes. The gravity conveyance system passes through the ADOT right of way at Sunset Road. The proposed construction is to add approximately 23 feet of additional fill over the HOBAS pipe. The ADOT Contractor will design and construct geofoam blocks, load distribution slab and separation geotextile over geofoam blocks in order to PROTECT and reduce the loading on the existing HOBAS pipe. Pima County will be responsible for review and approval of the design. In addition, Pima County will provide on-site inspection during the construction.

All the WORK covered by this AGREEMENT consists of protecting the HOBAS pipe as identified in Exhibit B.

Payment responsibility for specific items to be INSTALLED or used for inspection is identified in Exhibit A.

II. DEFINITIONS

- A. ADOT means THE ARIZONA DEPARTMENT OF TRANSPORTATION.
- B. ADOT EMERGENCY means a utility failure, which affects the safety of the motorist or the highway.
- C. AGREEMENT means this specific agreement and all attachments incorporated by reference.
- D. A.R.S. means Arizona Revised Statutes.
- E. BETTERMENT means increased capacity or improvement in the UTILITY's facility.
- F. CONSTRUCTION PROJECT NO. means the roadway construction project number utilized for ADOT construction PROJECT, which is NHPP 010-D(211)A.
- G. CONSTRUCTION TRACS NO. means the roadway construction Accounting number utilized for ADOT construction PROJECT, which is 010 PM 247 H7583 01C.
- H. CONTROLLED ACCESS means locations where owners or occupants of abutting lands and other persons have no legal right of access, e.g., freeway lanes and freeway ramps.
- I. DOCUSIGN means the electronic service used for all signatures to this agreement. The DOCUSIGN tracking will be made a part of this agreement by merging the files.
- J. MUTCD means the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
- K. PRIOR RIGHTS means rights associated with one party's use or occupancy of land, or with the facilities located on such land, that are, because of priority in time or other reasons, superior to the rights of the other party.
- L. PROJECT means this ADOT roadway construction project.
- M. RELOCATE or RELOCATION means to move or adjust a UTILITY facility to avoid conflict with PROJECT construction.
- N. RELOCATED FACILITIES means the facilities so moved or adjusted.

- O. UTILITY means PIMA COUNTY, specifically the Pima County Regional Wastewater Reclamation Department (PCRWRD).
- P. UTILITY EMERGENCY means any failure or condition affecting UTILITY's relocated facilities that has a substantial effect on UTILITY's functions and requires immediate action to remedy the failure or condition.
- Q. WORK means engineering, design, preparation of plans, specifications, construction labor, materials and equipment called for in the AGREEMENT, including approved changes in scope.
- R. WORKING DAY means a calendar day, exclusive of Saturdays, Sundays and ADOT recognized holidays, on which weather conditions will permit the UTILITY construction operations to proceed for a major part of the day with the normal working force.

III. AGREEMENT

A. Construction Requirements

ADOT and the ADOT Contractor shall furnish all necessary engineering, design, plans, specifications, covering the MODIFICATION and/or adjustments to its existing utilities facilities in accordance with the UTILITY plans marked EXHIBIT "B".

1. ADOT to Provide for the Construction of Facilities

ADOT will provide in its contract with ADOT contractor to MODIFY or Relocate both the Utilities non-prior right and prior right facilities and/or construct betterments.

2. Maintenance

Maintenance operations and associated costs for the UTILITY facilities covered by the AGREEMENT will be the responsibility of the UTILITY.

B. Transfer of Land Interests

Since the UTILITY does not have PRIOR RIGHTS no land interests are transferred.

C. Permit

The UTILITY will obtain a permit from ADOT and will provide applicable insurance for those facilities remaining within the highway right-of-way or for any work proposed within ADOT's right-of-way of the PROJECT.

1. Normal Permit for Non-Prior Rights Facilities

ADOT will grant to the UTILITY a normal permit for non-prior rights facilities remaining within the highway right-of-way.

2. Joint Occupancy

The UTILITY understands ADOT's and all of its agents' right to construct, maintain, and operate highway facilities over/under the UTILITY facilities within the highway Right-of-Way. ADOT retains the right to permit other occupancies.

D. Traffic

The UTILITY shall not maintain, construct, reconstruct, inspect or operate any of its facilities from highway traffic lanes or ramps within the CONTROLLED ACCESS right-of-way. In case of an ADOT EMERGENCY involving UTILITY's facilities, UTILITY shall have reasonable use of the roadway notwithstanding the foregoing restriction. In case of a UTILITY EMERGENCY, UTILITY shall have use of ADOT right of way outside the highway traffic lanes or ramps as it reasonably deems necessary to correct, repair, replace or reconstruct facilities affected by the UTILITY EMERGENCY. The UTILITY shall, as soon as practical during any ADOT

EMERGENCY or UTILITY EMERGENCY repairs, provide appropriate safety devices to protect the highway user as set forth in the MUTCD (Including all official changes thereto), for all work within ADOT right of way.

E. Start/Completion Date

The MODIFICATIONS will be accomplished during the PROJECT construction by ADOT.

F. Subcontracting

The MODIFICATIONS will be performed by ADOT's contractor and/or subcontractor.

G. Blue Stake

For WORK performed by ADOT's contractor for the PROJECT, it is understood that ADOT is acting as a third party on behalf of the UTILITY, administering the construction of UTILITY's facilities. At no time is ADOT to be considered the owner of, or locator for, the UTILITY's facilities. ADOT's contractor for the PROJECT shall locate any underground facilities installed by ADOT's contractor (or subcontractor of any tier) for ADOT's PROJECT as prescribed by A.R.S. 40-360.21 through 40-360.32, until (i) the PROJECT is accepted by ADOT and ADOT has given UTILITY one month's prior notice or (ii) until the time the facility is tested and placed into service by UTILITY, at which time (whichever is earlier) UTILITY shall assume Blue Staking responsibility. The transfer of Blue Stake responsibility to UTILITY shall not affect UTILITY's rights to inspect the RELOCATED FACILITIES, to require correction of any defects, or any other rights under this AGREEMENT.

H. Acceptance Date

The acceptance date of this AGREEMENT shall be the day which the last party executes the AGREEMENT.

IV. SCHEDULES AND PAYMENTS

A. UTILITY CONSTRUCTION Schedule

Any service connections and system startup is the UTILITY's responsibility and will accommodate the PROJECT construction schedule.

B. Payments

The UTILITY will be responsible for the cost of RELOCATION and BETTERMENT and any WORK performed by ADOT for non-PRIOR RIGHTS facilities and/or BETTERMENT facilities. The UTILITY shall pay ADOT's total cost of performing work for the UTILITY. It is agreed that the total cost shall consist of the actual amount paid to ADOT's consultant/contractor for performing any design or construction WORK, all costs will be subject to 25% to cover ADOT's cost of construction engineering, inspection and administration. The estimated total cost for RELOCATION and/or BETTERMENT is set forth in EXHIBIT "A".

1. Changes in Scope of Work

In the event conditions or circumstances require a change in the scope of work on the RELOCATION and/or BETTERMENT as set forth in EXHIBIT "B", each party shall agree in writing to the changes, including payment responsibilities prior to doing the work.

2. Submission of Invoices

Following completion of the PROJECT, ADOT will determine the final total cost. If ADOT's final total cost differs from the estimated amount previously paid by the UTILITY, ADOT will refund the amount of overpayment, or will invoice the UTILITY for the additional amount due. ADOT will make any such refund within ninety (90) calendar days after completion of the project.

3. Payment of Invoices

The UTILITY shall attach payment in the amount of the estimated total cost as set forth in EXHIBIT "A" when it returns this AGREEMENT to ADOT for final execution. The UTILITY agrees to pay ADOT the additional amount due within ninety (90) days of receipt of the final invoice.

4. Reimbursements

Not Applicable.

V. LIABILITY

ADOT and the UTILITY each agree to be liable to the other party for its own acts of negligence and the negligence of its own employees.

VI. STATUTORILY MANDATED TERMS

A. Arbitration

The parties shall use arbitration after exhausting applicable administrative remedies to resolve disputes arising out of this AGREEMENT where the sole relief sought is monetary damages of \$100,000 or less exclusive of interest and costs, as provided in A.R.S. § 12-1518.

B. Budget Limitations

This AGREEMENT is subject to the provisions of Chapter 1 of Title 35, Arizona Revised Statutes.

C. Executive order 75-5 and 2009-9

The UTILITY shall comply with all applicable provisions of Executive Order 75-5 and 2009-9, "Non-Discrimination in Employment by Government Contractors and Subcontractors".

D. Cancellation by Governor

All parties hereby are put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to A.R.S. § 38-511.

VII. MISCELLANEOUS CONDITIONS

A. Communication for this AGREEMENT

B.

Communication required to be given pursuant to this AGREEMENT shall be:

Arizona Department Of Transportation
Utility and Railroad Engineering Section
Attn.: Engineer - Manager
205 South 17th Avenue, Mail Drop 618E
Phoenix, AZ 85007
(602) 712-8161
vbever@azdot.gov

Pima County Regional Reclamation Wastewater Dept.
Attn: Jaime Rivera
Deputy Director, Conveyance Division
3355 N. Dodge Blvd
Tucson, AZ 85716
(520) 724-3402
Jaime.Rivera@pima.gov

AGREEMENT Content and Modification

This AGREEMENT, including any schedules, exhibits or attachments hereto, constitutes the entire agreement between the parties, and no understanding or obligation not expressly set forth herein shall be binding upon them. No modification, amendment or alteration of this AGREEMENT shall be valid unless it is in writing and signed by both parties.

C. Laws

This AGREEMENT shall be governed by the laws of the State of Arizona.

D. Breach of AGREEMENT

The waiver by either party of any breach or failure to provide full performance under any of the terms or conditions of this AGREEMENT shall not be construed as a waiver of any other term or condition, or of any subsequent breach of the same or any other term or condition.

E. Records Retention and Audit

Not Applicable.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT.

ARIZONA DEPARTMENT OF TRANSPORTATION - JOHN S. HALIKOWSKI, DIRECTOR

By: _____
Victoria D. Bever
Utility & Railroad Engineering Manager

Date: _____

PIMA COUNTY

APPROVED:

Pima County Board of Supervisors, Chair

Date: _____

APPROVED AS TO FORM

Bobby Yu

Deputy County Attorney Bobby H. Yu

Date: Mar 17, 2022

APPROVED AS TO CONTENT

Justin Jenkins

Department Head

Date: 3/18/22

ACKNOWLEDGMENT BY ATTORNEY GENERAL

AG Contract No. P0012022000396

APPROVED

DocuSigned by:
Michelle Smith
692982E93D5941F...

Assistant Attorney General
Attorney for Department of Transportation

**EXHIBIT A
AGREEMENT NO. 3781-22-PCRWRD
I10 INA ROAD TO RUTHRAUFF ROAD
010 PM 247 H7583 01C
PCRWRD**

SUMMARY ESTIMATED COST

Estimated ADOT Construction Costs for No Prior Rights	\$ 523,517.50
25% Construction Engineering, Inspection and Administration	\$ 130,879.38
	<hr/>
Total Estimated Construction Costs paid by PCRWRD	\$ 654,396.88
Estimated ADOT Construction Costs for Utility Prior Rights	\$ 3,500.00
PCRWRD Total Due ADOT	\$ 654,396.88

ARIZONA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION COST ESTIMATE

UTILITY ESTIMATE

010 PM 247 H7583 01D

Location : I-10-Ina TI to Ruthrauff TI
Description : RWRD Costs
No Prior Rights

ADOT Bid Item No.	ITEM DESCRIPTION	UNIT	Stage V - Preliminary		
			DATE: 02/25/22		
			QUANTITY	UNIT PRICE	AMOUNT
9240100	MISCELLANEOUS WORK (CCTV HOBAS PIPELINE INSPECTION)	L.SUM	1	\$ 3,000	\$3,000.00
9240142	MISCELLANEOUS WORK (HOBAS PIPE PROTECTION-GEOFOAM)	CU.YD.	2791	\$ 186.50	\$520,517.50

SUBTOTAL: \$523,517.50

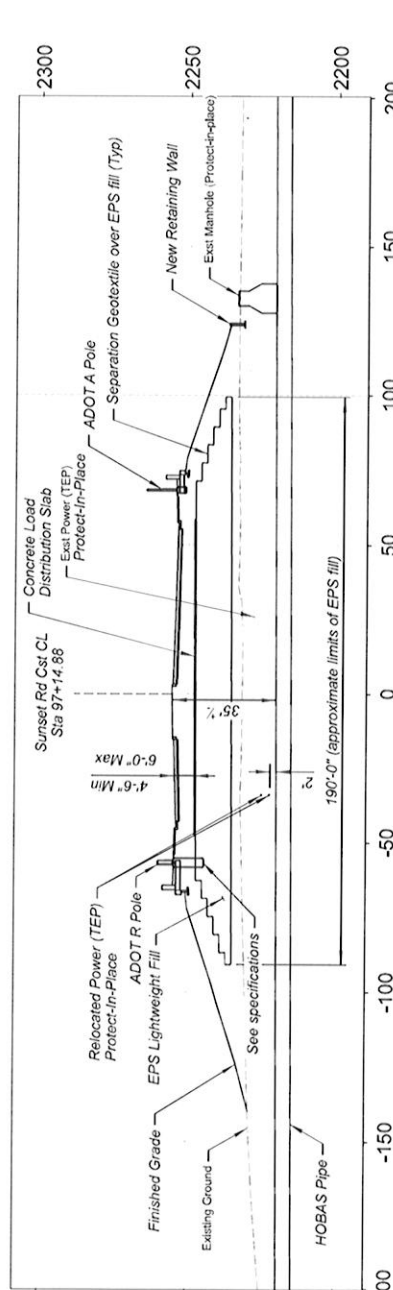
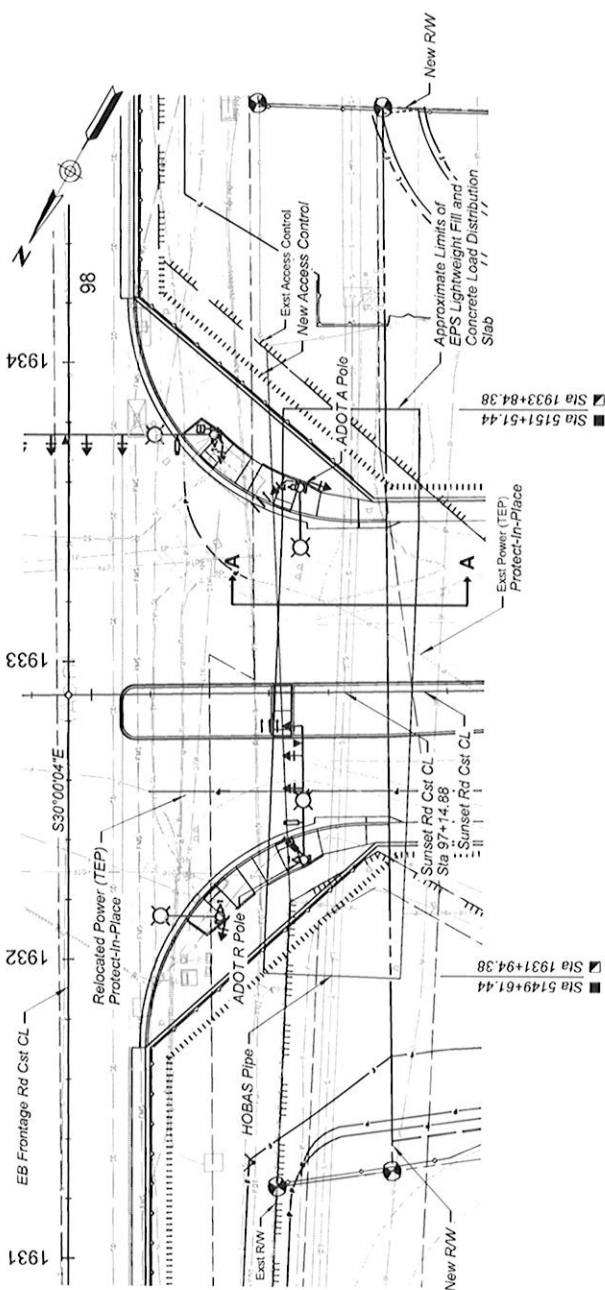
Prior Rights

9240119	MISCELLANEOUS WORK (REMOVE FORCE MAIN TEST STATION)	EACH	1	\$ 500	\$500.00
9240120	MISCELLANEOUS WORK (CONSTRUCT FORCE MAIN TEST STATION)	EACH	1	\$ 3,000.00	\$3,000.00

SUBTOTAL: \$3,500.00

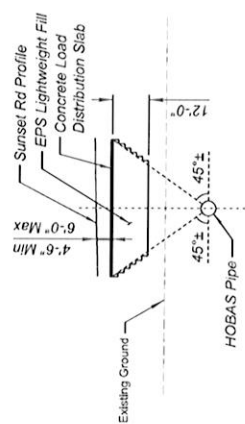
EXHIBIT A
3781-22-PCRWRD

EXHIBIT B
AGREEMENT NO. 3781-22-PCRWRD
I10 INA ROAD TO RUTHRAUFF ROAD
PLAN



- NOTE:**
- HOBAS Pipe Protection-Geofoam, will be measured and paid for per bid item No. 9240142 Miscellaneous Work (HOBAS Pipe Protection - Geofoam)
 - Detail K is provided as a conceptual design. Contractor shall provide EPS lightweight fill design per the specifications.
 - Layout, depths, and extents of EPS lightweight fill shown are approximate and shall be confirmed with the final design of the EPS lightweight fill per the specifications.
 - Maximum pressure on HOBAS pipe due to total overburden shall not exceed 2700 psi (equivalent load from approximately 23-ft of soil with a unit weight of 120 pounds per cubic foot).
 - Contractor shall submit record drawings of the completed HOBAS Pipe Protection construction, including elevations of EPS layers, to the Engineer and RWRD.

- Approximate Stationing along I-10 Med Cst CL
- ▣ Approximate Stationing along EB Frontage Rd Cst CL



SECTION A-A

DETAIL K
HOBAS PIPE
PROTECTION - GEOFOAM

EXHIBIT B
3781-22-PCRWRD

PRELIMINARY STAGE V Review NOT FOR CONSTRUCTION OR RECORDING		DESIGNER DRAWN CHECKED DATE	NAME TITLE DATE	SKILL 3022 3022	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DESIGN AND OPERATIONS DIVISION PROJECT MANAGEMENT GROUP DETAIL K HOBAS PIPE PROTECTION - GEOFOAM	SHEET NO. 138	TOTAL SHEETS 1031	PROJECT NO. 010 PM 247	FEDERAL ID NO. 01-02-021515	STATE ARIZ.	COUNTY PIMA ROAD TO RUTHRAUFF ROAD	TRACS NO. H7583 01C	DRAWING NO. 01-1031	DATE 01-10-23	G-202-062
Kimley-Horn CONSULTING ENGINEERS INC.													OF		

Certificate Of Completion

Envelope Id: 6575201D47834BA2A7D9BE7BC25C533B	Status: Completed
Subject: Please DocuSign: 3781-22-PCRWRD-H7583-I10-Ina to Ruthrauff .pdf	
Source Envelope:	
Document Pages: 12	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Priscilla Thompson
Time Zone: (UTC-07:00) Arizona	206 S 17th Ave
	Phoenix, AZ 85007
	pthompson@azdot.gov
	IP Address: 162.59.200.193

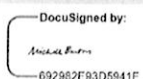
Record Tracking

Status: Original	Holder: Priscilla Thompson	Location: DocuSign
3/1/2022 1:40:21 PM	pthompson@azdot.gov	

Signer Events

Michelle Burton
 michelle.burton@azag.gov
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Uploaded Signature Image
 Using IP Address: 72.195.226.39
 Signed using mobile

Timestamp

Sent: 3/1/2022 1:41:50 PM
 Viewed: 3/1/2022 2:00:59 PM
 Signed: 3/1/2022 2:01:55 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/1/2022 2:00:59 PM
 ID: 20490d37-9fe4-4af6-ad0c-4665dc65e731

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

Carbon Copy Events

Status

Timestamp

Priscilla Thompson
 pthompson@azdot.gov
 Utility Engineer
 Arizona Dept of Transportation
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign



Sent: 3/1/2022 2:01:56 PM
 Resent: 3/1/2022 2:01:58 PM
 Viewed: 3/1/2022 2:05:05 PM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	3/1/2022 1:41:50 PM
Certified Delivered	Security Checked	3/1/2022 2:00:59 PM
Signing Complete	Security Checked	3/1/2022 2:01:55 PM
Completed	Security Checked	3/1/2022 2:01:56 PM

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"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** 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

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