

May 2, 2024

MEMORANDUM TO: Honorable Mayor and City Council

THRU: Charles P. Potucek, City Manager
Victoria Yarbrough, Assistant City Manager
Sharon Flissar, Director of Public Works
Irene Zuniga, Capital Improvement and Development Manager

FROM: Angela Dixon Maher, Senior Civil Engineer

SUBJECT: REQUEST FOR AGENDA ITEM
PLACEMENT RESOLUTION 2024-032

RECOMMENDATIONS:

The Capital Improvement and Development Manager recommends approval.

The Director of Public Works recommends approval.

The Assistant City Manager recommends approval.

The City Manager recommends approval

INITIATED BY:

The Arizona Department of Transportation

BACKGROUND:

The City plans to utilize Highway User Revenue Fund (HURF) exchange funding for a pavement replacement project on Martin Luther King Parkway. Pavement will be milled, removed, and replaced on the section of MLK Parkway from State Route 90 to Avenida Escuela. This section of the street experiences a lot of heavy truck traffic due to the retail development in the area, and as a result, the pavement is at the end of its lifecycle.

HURF exchange funds are State Highway Funds which are exchanged for federal Surface Transportation Block Grant Program funds for areas of population within a metropolitan planning organization under 200,000 population and over 5,000 population pursuant to Arizona Revised Statutes §28-6993.G.

Attached to this memo is a copy of an Inter-Governmental Agreement with ADOT for the above referenced project and its funding. HURF Exchange Funding expected to be received by the City of Sierra Vista is in the amount of \$405,000.00.

The attached copy of the agreement is for the City Council and Mayor's Review and approval.

BUDGET APPROPRIATIONS:

This project is funded with Highway User Revenue Funds, and no match money from the City's General Fund will be required.

ADM/adm

Attachments

RESOLUTION 2024-032

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY; AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO APPROVE THE EXCHANGE OF HURF FUNDS FOR THE CONSTRUCTION OF PAVEMENT IMPROVEMENTS ALONG MARTIN LUTHER KING PARKWAY AS WELL AS AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, it is the settled policy of the City Council to authorize the City staff to seek, make application for, and accept any Federal and State funding assistance for improvements to our community that are beyond the funding capacity of City revenues, when it is determined by the City Council to be in the best interests of the City; and

WHEREAS, the City and State share responsibilities of providing streets and public roadways, which are safe and meet the transportation needs of the general public; and

WHEREAS, The Project is located on a minor arterial on the federal aid system, and the Sierra Metropolitan Planning Organization (SVMPO) has confirmed the Project's eligibility for federal Surface Transportation Block Grant Program (STBGP) funds for areas with population of 200,000 or less; and

WHEREAS, Such improvements are expected to provide the traveling public improved efficiency, reliability, and safety of the project area; and

WHEREAS, it is in the mutual interest and benefit for the Arizona Department of Transportation (ADOT) and the City to construct said improvements; and

WHEREAS, both parties desire to enter into an Intergovernmental Agreement that will allow ADOT to exchange money from Federal Surface Transportation Block Grant funds to Highway User Revenue funds; and

WHEREAS, the HURF money will be used to design and construct improvements to Martin Luther King Parkway;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS;

SECTION 1

That the settled policy of the City Council of seeking Federal and State funding assistance, be, and hereby is, reaffirmed.

SECTION 2

That the City Council approves entering into an Intergovernmental Agreement with ADOT to improve Martin Luther King Parkway.

SECTION 3

That the City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA THIS 9TH DAY OF MAY 2024.

CLEA MCCAII
Mayor

APPROVED AS TO FORM:

ATTEST:

NATHAN J. WILLIAMS
City Attorney

JILL ADAMS
City Clerk

PREPARED BY:
ANGELA DIXON MAHER
Senior Civil Engineer

ADOT CAR No.: IGA 24-0009572-I
AG Contract No.: P0012024000942
Project Location/Name: MLK Parkway;
SR90/92 Bypass - Avenida Escuela
Type of Work: Full Depth Pavement
Replacement
ADOT Project No.: T0532 01C
TIP/STIP No.: SVMPO24-01
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 SIERRA VISTA

THIS AGREEMENT is entered into this date _____, 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 SIERRA VISTA, acting by and through its MAYOR and CITY COUNCIL (the “City” or the “Local Agency”). The State and the Local Agency are each individually referred to as a “Party” and 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 Local Agency is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, if required, 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 Local Agency.
3. The Local Agency desires to utilize HURF Exchange funding for full depth pavement replacement on Martin Luther King Parkway between State Route 90 and State Route 92 bypass to Avenida Escuela, hereinafter referred to as the “Project.” 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 minor arterial on the federal aid system. The Sierra Vista Metropolitan Planning Organization (SVMPO) 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 Local Agency has represented to the State that it will be able to, and will, meet the schedule requirements of this Agreement.
9. The foregoing Recitals shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. DEFINITIONS AND ACRONYMS

Apportionments	Surface Transportation Block Grant Program funds provided by ADOT to COGs, MPOs, and Transportation Management Areas on a discretionary basis.
Authorization	The approval by ADOT of the use of HURF Exchange funding for a Project phase.
Change in Scope	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.).
COG	Council of Governments
Date of Authorization	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.
Eligible Costs	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, the Americans with Disabilities Act (ADA) ramps and safety features.
Federal Highway Administration (FHWA)	A division of the US Department of Transportation specializing in highway transportation.
Final Project Phase Amount	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 Local Agency’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.

Final Voucher	The final accounting of the Project, prepared by ADOT after the Project is fully complete.
Fully Executed Intergovernmental Agreement (IGA)	An IGA which has received all required approvals and opinions and has been signed by all parties.
Arizona Highway User Revenue Fund (HURF)	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 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.
HURF Exchange Funding	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.
HURF Exchange Project Forms	The forms in Attachment One, prescribed by ADOT and to be used by the Local Agency for HURF Exchange Projects, completed, approved and signed as required. The forms include: <ul style="list-style-type: none"> • HURF Exchange Project Scoping Form • HURF Exchange Project Cost Estimate • HURF Exchange Project and Draw Schedule • HURF Exchange Draw and Final Reimbursement Invoice
IGA	Intergovernmental Agreement
Ineligible Costs	Costs which are not eligible. Ineligible Costs include, but are not limited to, the following: <ul style="list-style-type: none"> • 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 recurring attention, such as fence repair, culvert cleanouts, etc. • Scoping • Costs incurred prior to finance Date of Authorization • Any items outside of the Project right of way

- 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

Maintenance	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 recurring attention, such as fence repair, culvert cleanouts, and other ongoing work.
MPO	Metropolitan Planning Organization
Obligation	The application of State Highway Funds on a project phase in the State’s accounting system.
Obligation Authority (OA)	The amount of Apportionments which may be obligated in a federal fiscal year. ADOT provides Obligation Authority, on a discretionary basis, to COGs/MPOs.
Substantial Completion	<p>The Project is substantially complete when all of the following, as applicable, have occurred:</p> <ul style="list-style-type: none"> • All lanes of traffic of the completed Project are finished and accepted and traffic can move unimpeded through the Project at the posted speed. • All signage is in place and accepted. • All guardrails, drainage devices, ditches, excavation and embankment have been accepted. • 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.
Surface Transportation Block Grant Program (STBGP)	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 categories.
TIP	Transportation Improvement Program

III. SCOPE OF WORK

1. The Local Agency 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.

Funding Transfer and Authorization Schedule Table				
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	2024	\$450,000.00	\$405,000.00	5/15/2024
Other:				
TOTAL		\$450,000.00	\$405,000.00	
*STBGP Apportionments <u>and</u> 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 HURF Exchange funding 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 HURF Exchange funding, and notify the Local Agency 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 the State's accounting system, as necessary, to be equivalent to the Final Project Phase Amount.

If the Final Project Phase Amount is:

- (1) Less than the amount obligated for that phase, release any excess HURF Exchange Funding from the Project phase and return it to the COG/MPO for reprogramming.
- (2) Greater than the amount of HURF Exchange Funding obligated, the Local Agency is solely responsible for the difference.

d. Pay State Highway Funds to the Local Agency for Eligible Costs for each obligated Project phase as follows:

- (1) First 30% - Prior to the start of the Project phase and within 30 days approval of an invoice from the Local Agency.

- (2) Second 30% - Within 30 days of approval of an invoice and copies of Project phase invoices received and paid by the Local Agency 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 Local Agency 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 Local Agency by the State within 30 days of approval of invoice, copies of final Project phase invoices received and paid by the Local Agency 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.
- e. After each subsequent phase is authorized and upon payment of the final invoice from the Local Agency for the preceding phase, close the preceding phase in the State's accounting system and return any remaining funds to the applicable COG/MPO for reprogramming.
 - f. After all phases have been completed, conduct a final Project walk-through in conjunction with the Local Agency, and the applicable COG/MPO.
 - g. 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 Local Agency 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 Local Agency'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 the Project phase.
 - (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 Local Agency and indicating payment status, or, if the Local Agency 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 Local Agency and indicating payment status, or if the Local Agency 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 15 business days of Substantial Completion of the construction phase, notify the ADOT PM to schedule a final Project walk-through.
 - l. 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 Local Agency for construction;
 - (3) The Project Acceptance letter from the Local Agency to the contractor; and
 - (4) A close-out letter to ADOT.
 - m. Be responsible for complying with any federal requirements applicable to the Project.
 - n. If the Local Agency files a condemnation action, the Local Agency shall request an order of immediate possession.
 - o. 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 Local Agency shall pay the full amount within 30 days, as provided in paragraph III.4.d. of this Agreement.
 - p. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.
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 Local Agency 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 Local Agency 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 financial authorization of the first HURF Exchanged funded phase, whichever is earlier, this Agreement will terminate and the Local Agency 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 Local Agency and the ADOT PM, indicating:
 - i. The close out package required in section III.3.l. was not received by ADOT within two years of the completion of design or three years from the date of the initial financial authorization of the first HURF Exchanged funded phase, 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 Local Agency for the Project; and
 - iii. The Local Agency 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 Local Agency 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 the State's accounting system for 180 days, the Local Agency shall provide documentation which justifies the Project phase is still active to the State within 10 days of request. If the Local Agency 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 Local Agency and ADOT PM, providing notification of the funds available on the Project phase, number of days since the last billing activity in the State's accounting system 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 Local Agency for the applicable Project phase.

- (3) Upon de-obligation of funds from the inactive Project phase, ADOT will send a letter to the Local Agency 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 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. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to this Agreement will only occur with the mutual written consent of both Parties.
3. Duration. 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.
4. Cancellation. 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 Local Agency terminates this Agreement, the Local Agency 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 Local Agency terminates this Agreement, the HURF Exchange Program will no longer be available for use by the Local Agency for this Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, 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 Local Agency, 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 Local Agency'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 Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Liability. ADOT assumes no liability or financial responsibility for HURF Exchange Projects. The Local Agency 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.
7. HURF Exchange Funds. ADOT reserves the right to refuse to enter into further HURF Exchange transactions with the Local Agency if the Local Agency owes repayment of previous HURF Exchange funding or has misused HURF Exchange funds.
8. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
9. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
10. Records. The Local Agency 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.
11. Audit. 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.
12. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act of 1964.
13. Non-Discrimination. 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, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination".
14. 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.
15. Arbitration. 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 A.R.S. § 12-1518.
16. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
17. Anti-Discrimination. The Local Agency must comply with all applicable anti-discrimination laws and regulations.

18. Contractor Certifications. The Local Agency shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notices. 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. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Sierra Vista
Attn: Angela Dixon-Maher
401 N. Giulio Cesare
Sierra Vista, AZ 85635
480.458.5775
angela.dixon-maher@sierravistaaz.gov

For Project Administration:

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

City of Sierra Vista
Attn: Angela Dixon-Maher
401 N. Giulio Cesare
Sierra Vista, AZ 85635
480.458.5775
angela.dixon-maher@sierravistaaz.gov

For Financial Administration:

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

City of Sierra Vista
Attn: Angela Dixon-Maher
401 N. Giulio Cesare
Sierra Vista, AZ 85635
480.458.5775
angela.dixon-maher@sierravistaaz.gov

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
23. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF SIERRA VISTA

By _____ Date _____
CLEA MCCA
Mayor

ATTEST:

By _____ Date _____
JILL ADAMS
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Sierra Vista, an agreement between public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____

STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

A.G. Contract No. P0012024000942 (ADOT IGA 24-0009572-I), an Agreement between public agencies, the State of Arizona and City of Sierra Vista, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954, A.R.S. § 28-334 and § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____

Assistant Attorney General

IGA 24-0009572-I
ATTACHMENT ONE
(Cover Sheet)

HURF EXCHANGE PROJECT FORMS

1. HURF Exchange Project Scoping Form
2. HURF Exchange Project Cost Estimate
3. HURF Exchange Project and Draw Schedule
4. HURF Exchange Draw and Final Reimbursement Invoice

HURF Exchange Project Scoping Form

Note: 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.

INSTRUCTIONS: This form is required to accompany a HURF Exchange Project Initiation request.

Enter information into GREEN CELLS

PROJECT INFORMATION

(information provided in this section will auto-populate to the Project Cost Estimate and Draw Schedule tabs)

Project Sponsor	City of Sierra Vista
Sponsor Contact	Angela Dixon-Maher, P.E.
Contact Phone #	(520) 458-5775
Contact Email	angela.dixon-maher@sierravistaaz.gov
Project Name	MLK Parkway; SR90 to Avenida Escuela
Project Location	City of Sierra Vista (Martin Luther King (SR 90 and Avenida Escuela))
Functional Classification (select from)	Minor Arterial
Termini Begin/End	SR 90/92 Bypass to Avenida Escuela
ADOT District (select from list)	South Central District

ADOT USE ONLY

ADOT Project Number (5 digit)		IGA Number	
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Funding Information

COG/MPO (select from list)				
TIP Informtaion	<i>Description</i>	<i>Design</i>	<i>Right of Way</i>	<i>Construction</i>
	Year Programmed	FY 2024	N/A	FY 2024
	TIP Number	N/A	N/A	SVMPO24-01
	HURF Exchange Amount	N/A	N/A	\$405,000.00
	Sponsor Amount	\$6,880.00	N/A	\$800,350.00
Total Amount		\$6,880.00	\$0.00	\$1,205,350.00

Scope of Work Summary

Delivery Method (select from list)	Advertise for bids
Scoping document attached? (select from list)	No

<p>Major Items of Work (press Alt-Tab to create a new line; press Alt-Tab-Tab to create a new paragraph)</p>	<p>Full Depth Pavement Replacement --- The existing asphaltic concrete will be removed by milling as well as the top portion fo the Base Material. Aggregate Base Course will be added and compacted. Three to four inches of Asphaltic Concrete will be replaced to the current finished grade.</p>
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HURF Exchange Project Cost Estimate

Note: 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.

INSTRUCTIONS: 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.

**Enter values
into GREEN
CELLS**

PROJECT INFORMATION

(fields below will be populated based on information entered on the Project Scoping Form tab)

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Contact Phone #	(520) 458-5775
Contact Email	angela.dixon-maher@sierravistaaz.gov
Project Name	MLK Parkway; SR90 to Avenida Escuela
Project Location	City of Sierra Vista (Martin Luther King (SR 90 and Avenida Escuela
Termini Begin/End	SR 90/92 Bypass to Avenida Escuela
COG/MPO	0
Design TIP Number	N/A
Right of Way TIP Number	N/A
Construction TIP Number	SVMPO24-01

ADOT USE ONLY

ADOT Project Number

0

STAGE I – SCOPING (15% Preliminary Design)

NOT ELIGIBLE FOR HURF EXCHANGE FUNDING

STAGES II, III, IV and V - DESIGN

DESIGN COSTS ----- 6,880.00 City Funded

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PS&E's - Plans, Special Provisions, Cost Estimates & Schedules (10%-20% of construction cost.)	Lump Sum	1	\$6,880.00	\$6,880.00
GEOTECHNICAL INVESTIGATION (If a report is necessary, anticipate 5% of construction cost) Includes testing, Geotech Report, Materials & Pavement Design Report) Enter \$0 in Unit Price column if none required.	Lump Sum	1		\$0.00
DRAINAGE REPORT (If a report is necessary, anticipate 5% of construction cost) Enter \$0 in Unit Price column if none required)	Lump Sum	1		\$0.00
STORM WATER POLLUTION PREVENTION PLAN (Required if there is over 1 acre of total disturbance, 1% of construction cost) Enter \$0 in Unit Price column if none required.	Lump Sum	1		\$0.00
SUBTOTAL – PROJECT DESIGN COSTS				\$6,880.00

RIGHT OF WAY COSTS ---- N/A

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
RIGHT-OF-WAY ACQUISITION (if necessary)	Lump Sum	1		\$0.00
SUBTOTAL – RIGHT OF WAY COSTS				\$0.00

STAGE V – CONSTRUCTION				
SITE ACQUISITION & 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) Enter \$0 in Unit Price column if area of disturbance is less than one acre.	Lump Sum	1	\$43,050.00	\$43,050.00
SITE PREPARATION (Clearing and grubbing, plant salvage)	Lump Sum	1		\$0.00
DEMOLITION				
Sawcut	Linear Foot			\$0.00
Remove Structures and Obstructions	Lump Sum	1		\$0.00
Remove Fencing	Linear Foot			\$0.00
Remove Structural Concrete				\$0.00
Remove Asphaltic Concrete Pavement	Cubic Yard	12,900	\$6.00	\$77,400.00
Remove Concrete Sidewalks, Slabs				\$0.00
HAZARDOUS MATERIALS ABATEMENT (If applicable; include heavy metals & asbestos; 5% of construction cost) Enter \$0 in Unit Price column if none required.	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	\$0.00	\$0.00
RETAINING WALL (Concrete; SF of face above the footing)	Square Footage Facing		\$0.00	\$0.00
EARTHWORK				
General Excavation				\$0.00
Drainage Excavation				\$0.00
Structural Excavation	Cubic Yard			\$0.00
Structural Backfill				\$0.00
Borrow (In Place)				\$0.00
CURB & GUTTER	Linear Foot			\$0.00
ROADWAY/PAVING				
Milling	Square Yards	12,900	\$10.10	\$130,290.00
Paving	Tons	12,900	\$12.10	\$156,090.00
AGGREGATE BASE	Cubic Yard	28,715	\$15.00	\$430,725.00
PATHWAY OR SIDEWALK MATERIALS				
Concrete				\$0.00
Colored Concrete	Square Foot			\$0.00
Stamped Color Concrete				\$0.00
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	Square Foot			\$0.00
Stamped Concrete				\$0.00
Concrete				\$0.00
Integral Color Concrete				\$0.00
PEDESTRIAN ADA RAMP	Square Foot			\$0.00
CULVERT EXTENSIONS	Linear Foot			\$0.00
SUBTOTAL - SITE ACQUISITION & HARDSCAPE CONSTRUCTION				\$837,555.00

OTHER CONSTRUCTION ITEMS (List line items)				
ITEM DESCRIPTION	UNIT (Lump Sum, Ton, etc.)	QUANTITY	UNIT PRICE	TOTAL
Striping 4"	lineal foot	20,541	\$0.78	\$16,021.90
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUBTOTAL - OTHER CONSTRUCTION LINE ITEMS				\$16,021.90
MOBILIZATION AND ADMINISTRATION COSTS				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONTRACTOR MOBILIZATION (Typically 8% of construction cost)	Lump Sum	1	\$67,004.40	\$67,004.40
TRAFFIC CONTROL (0-8% of construction cost)	Lump Sum	1	\$67,004.40	\$67,004.40
CONSTRUCTION SURVEY & LAYOUT (Typically 1% of construction cost)	Lump Sum	1	\$8,375.55	\$8,375.55
CONSTRUCTION CONTINGENCIES (Typically 5% of construction cost)	Lump Sum	1	\$41,877.75	\$41,877.75
CONSTRUCTION ADMINISTRATION Typically 20% of construction cost)	Lump Sum	1	\$167,511.00	\$167,511.00
SUBTOTAL – MOBILIZATION & ADMINISTRATION COSTS				\$351,773.10
TOTAL STAGE V COSTS (CONSTRUCTION)				\$1,205,350.00
TOTAL PROJECT COST				\$1,212,230.00
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 EXCHANGE FUNDS IN TIP	SPONSOR FUNDS	TOTAL	
TOTAL DESIGN	\$0.00	\$6,880.00	\$6,880.00	
TOTAL RIGHT OF WAY	N/A	\$0.00	\$0.00	
TOTAL CONSTRUCTION	\$405,000.00	\$800,350.00	\$1,205,350.00	
TOTALS	\$405,000.00	\$807,230.00	\$1,212,230.00	

Prepared by:

Name Angela Dixon-Maher, P.E.Title Senior Civil EngineerCompany City of Sierra VistaPhone (520) 458-5775Email angela.dixon-maher@sierravistaaz.gov

HURF Exchange Project and Draw Schedules

INSTRUCTIONS: 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.

Enter dates into GREEN CELLS

Project Information

(fields below will be populated based on information entered on the Project Scoping Form tab)

Project Sponsor	City of Sierra Vista
Sponsor Contact	Angela Dixon-Maher, P.E.
Contact Phone #	(520) 458-5775
Contact Email	angela.dixon-maher@sierravistaaz.gov
Project Name	MLK Parkway; SR90 to Avenida Escuela
Project Location	City of Sierra Vista (Martin Luther King (SR 90 and Avenida Escuela))
Termini Begin/End	SR 90/92 Bypass to Avenida Escuela
COG/MPO	City of Sierra Vista MPO
Design TIP Number	N/A
Right of Way TIP Number	N/A
Construction TIP Number	SVMPO24-01

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
Project Initiation	1/5/2024	30%	#VALUE!	N/A
IGA Executed	4/10/2024	30%	#VALUE!	N/A
Request for Authorization to ADOT	N/A	30%	#VALUE!	N/A
Authorization/Start of Work Phase	N/A	10%	#VALUE!	N/A
Stage II	N/A			
Stage III				
Stage IV				
Bid Ready	3/29/2024			
		Total	#VALUE!	

Right of Way

Acquisition Schedule		HURF Exchange Funding Draw Schedule		
Activity	Estimated Completion Date	Draw %	Amount	Expected Draw Date
Request for Authorization to ADOT	N/A	30%	#VALUE!	N/A
Authorization/Start of Work Phase	N/A	30%	#VALUE!	N/A
All Parcels Acquired By		30%	#VALUE!	N/A
		10%	#VALUE!	N/A
		Total	#VALUE!	

Construction

Construction Schedule		HURF Exchange Funding Draw Schedule		
Activity	Estimated Completion Date	Draw %	Amount	Expected Draw Date
Request for Authorization to ADOT	4/22/2024	30%	\$ 121,500.00	4/22/2024
Authorization/Start of Work Phase	5/3/2024	30%	\$ 121,500.00	7/10/2024
Bid Advertisement	6/3/2024	30%	\$ 121,500.00	9/25/2024
Bid Opening	7/10/2024	10%	\$ 40,500.00	11/28/2024
Bid Award	7/26/2024			
Notice to Proceed to Contractor	8/1/2024			
Substantial Completion	10/24/2024			
Final Project Walk-through	10/30/2024			
Final Acceptance	11/28/2024			
		Total	\$ 405,000.00	

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

COG/MPO:	Sierra Vista Metropolitan Planning Organization (SVMPO)			Project Phase:	
Local Entity:	City of Sierra Vista				
TIP ID Number:	SVMPO24-01				
Project Number:	T0532 01C				
Project Name/Location Description:	MLK Parkway; SR90/92 Bypass - Avenida Escuela				
REMIT PAYMENT TO: (Entity Name and Address Project Sponsor)	City of Sierra Vista, Attn: Angela Dixon-Maher, 401 N. Giulio Cesare, Sierra Vista, AZ 85635				
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%)	4/22/2024				
Draw # 2 (30%)	7/10/2024				
Draw # 3 (30%)	9/25/2024				
Draw # 4 (10% - Final Reimbursement)	11/28/2024				
SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED					
Items	Description	Previous Accumulative Amount	Current Month	Accumulative Amount	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Submitted By:				Total To Date	\$0.00
Date:					
Approved By:				Total Previous Report	\$0.00
Date:					
ADOT Project Manager					
Approved By:				Current Report	\$0.00
Date:					
FMS Resource Admin					
Attachments:					
Invoices					
Status Reports					
					