

Content Reviewed; Ready for Signatures

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<b>MPD Agreement Number</b>	<b>GRT-22-00008946-T</b>
<b>AG Contract Number</b>	<b>P0012011001584</b>
<b>AFIS Program/Phase Number</b>	<b>E3P1A01C</b>
<b>Customer Number</b>	<b>IV0000001727, A0001</b>
<b>CFDA Number</b>	<b>None - STATE Funded 100%</b>
<b>Program</b>	<b>ADOT Airport Pavement Maintenance System Program</b>
<b>Airport</b>	<b>Bisbee-Douglas International</b>

**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
COCHISE COUNTY**

THIS AGREEMENT is entered into \_\_\_\_\_ by and between the STATE OF ARIZONA acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, Multimodal Planning Division, Aeronautics Group, herein referred to as the "STATE" and Cochise County, a political subdivision of the STATE of Arizona, herein referred to as the "SPONSOR". The STATE of Arizona, Arizona Department of Transportation and Cochise County are collectively referred to as the "Parties", and individually as STATE, SPONSOR, and "Party".

**I. RECITALS**

1. The STATE is empowered by Arizona Revised Statute § 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 Airport Pavement Management System (APMS) program is a grant program established to assist in the preservation of the Arizona airport system infrastructure to support safe airports for the citizens of Arizona. As a benefit of the grant, procurement of construction services is performed by the Arizona Department of Transportation to assure quality contractors and compliance with Federal Aviation Administration (FAA) regulations and the APMS grant requirements. The final Grant for this project shall be the final construction costs less 10% match from the SPONSOR. Because the Grant program requires advance payment before a contractor can receive notice to proceed, SPONSOR Match is calculated on the engineer's construction estimate, with reconciliation to actuals to be completed post-construction.
3. Funding for this Project is pursuant to Arizona Revised Statute § 28-8202.D and authority to accept SPONSOR contribution is pursuant to Arizona Revised Statutes § 28-8242.A.2(d) .
4. The SPONSOR is empowered by Arizona Revised Statute § 28-8413.B.2 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the SPONSOR in accordance with an applicable resolution, Board-granted authority, or local ordinance; a copy of which is attached and incorporated hereto.

5. The STATE and SPONSOR desire to share in costs for pavement preservation at the Bisbee-Douglas International (Airport), hereinafter referred to as the Project. The Project will include APMS - Rwy 8/26 Sections 10, 20 & 30; P-608 Applications & Pavement Markings.
6. The total pre-design estimated cost of the Project construction is \$210,499.00. The SPONSOR shall contribute 10% of the Project construction cost. Payment of 10% of the estimated Project construction cost (\$21,049.90) is due and payable upon signing this Agreement and must be received by the STATE before Notice to Proceed for construction will be issued. If construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction, the State, at its option, may invoice the additional match and the SPONSOR shall remit according to § II(2)(g). Any remaining balance of SPONSOR's contribution totaling 10% of the actual total Project construction cost shall be due and payable upon completion of the project. See § II(1)(e) for final accounting reconciliation of the Project costs.
7. The STATE is responsible for all Project related procurement(s) and for paying all awarded contractor(s) performing activities for the Project. The STATE will pay all design, engineering, construction administration, grant administration, and construction costs for the Project less the SPONSOR/Airport Match requirement with the expectation that the Project will be completed and the expected benefits to the STATE and its constituents will be accomplished. In the event that the SPONSOR or the Airport cancel this Project after the STATE incurs these expenses, thus preventing the benefits to the STATE and its constituents to be accomplished, the SPONSOR is responsible to reimburse the STATE for all Project costs incurred by the STATE including but not limited to staff charges (pay rate plus indirect cost rate) in addition to direct expenses paid to vendors/consultants/contractors.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## **II. RESPONSIBILITIES**

1. The STATE shall:
  - a. Conduct investigations and prepare, in compliance with Federal Aviation Administration (FAA), state, or local standards, design plans, specifications and such other documents and services required for design, project coordination, construction bidding and construction.
  - b. Invoice the SPONSOR for 10% of the pre-design estimated construction cost, and collect this match payment prior to issuing notice to proceed for any construction contract. Invoice, at the option of the STATE, additional match requirements if construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction. Invoice, after completion of the project for any remaining match requirements to bring total match from the SPONSOR to equal 10% of the actual project construction costs.
  - c. Advertise for Project bids and award one or more design, construction administration, and/or construction contracts for the Project and make all payments to the contractor(s) OR shall perform the Project and administration in-house, at the option of the STATE.
  - d. Provide final inspection and acceptance of the Project.

- e. Subsequent to Project completion, determination of final quantities and services, and approval and acceptance of the Project, produce and submit to the SPONSOR a final accounting reconciliation of actual Project costs. In the event that 10% of the actual Project construction costs exceed the amount remitted by the SPONSOR, the STATE will invoice the SPONSOR for the remaining contribution required to equal 10% of the actual Project construction costs. In the event that 10% of the actual Project construction costs is less than the amount remitted by the SPONSOR, the STATE will reimburse the SPONSOR for any overpayment. In the event that the SPONSOR or the Airport cancels this Project after the STATE incurs any expenses/costs, the SPONSOR is responsible to reimburse the STATE for all Project costs incurred by the STATE including but not limited to staff time and effort in addition to direct expenses paid to vendors/consultants/contractors.
- f. Reimburse the SPONSOR for any contribution that exceeded 10% of the final Project construction costs within 30 calendar days of receiving a signed final accounting reconciliation of the Project costs from the SPONSOR.

2. The SPONSOR shall:

- a. Remit payment of 10% of the estimated Project construction cost as documented in the Recitals of this Agreement and as instructed on the Invoice. Payment is due and payable upon signature of this Agreement and must be received by the STATE before notice to proceed for construction will be issued. If construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction, the State, at its option, may invoice the additional match and the SPONSOR shall remit according to § II(2)(g). Any remaining balance of SPONSOR's contribution totaling 10% of the actual total Project construction cost shall be due and payable upon completion of the project. See § II(1)(d) for final accounting reconciliation of the Project costs.
- b. Schedule and provide authorized Airport access for the STATE, the STATE's representative(s), and the contractor(s) for the purposes of preparing design plans and specifications for the Project, constructing the Project, administering the construction of the Project, and for final inspection.
- c. Coordinate with the STATE and obtain authorized approval on safety plans, security plans, phasing plans, and construction schedules prepared by the STATE.
- d. Coordinate with airport users, issue or have the Airport issue NOTAMs (Notice to Airmen) as required, and provide operations support during construction, as needed.
- e. Upon completion and acceptance of the Project by the STATE, provide and/or ensure maintenance of the Airport improvements from the Project.
- f. Abide by and enforce the SPONSOR Assurances.
- g. Remit to the STATE within 30 days after receiving an invoice for any additional contribution required based on modifications of the Project estimate or subsequent to the post-completion Project accounting cost reconciliation; or in the event that the SPONSOR or the Airport cancels this Project after the STATE incurs any expenses/costs, thus preventing the benefits to the STATE and its constituents to be accomplished, the SPONSOR is responsible to reimburse the STATE for all Project

costs incurred by the STATE including but not limited to staff time and effort in addition to direct expenses paid to vendors/consultants/contractors.

### **III. SPONSOR ASSURANCES**

The SPONSOR hereby covenants and agrees with the STATE as follows:

1. The Project is consistent with plans (existing at the time of approval of the Project) of entities authorized by the STATE to plan for the development of the area within which the Project exists.
2. The SPONSOR will furnish to the STATE each quarter a current listing of all aircraft based on the Airport.
3. These covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the STATE and shall constitute a part of the Agreement thus formed and shall remain in full force and effect throughout the life of this Agreement.
4. The SPONSOR is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the SPONSOR has full control of the use of the property through the life of this Agreement. In the event there are changes in airport ownership or to an airport lease during the life of this Agreement, responsibilities under this Agreement shall be transferred to the new owner or lessee as part of that arrangement and the parties to the new arrangement shall submit a request to the STATE to amend this Agreement as necessary to transfer responsibility to the new owner or lessee.
5. To restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal Airport operations and to take appropriate action including the adoption of appropriate zoning laws.
6. To promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards.
7. To operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; and establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, and prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other Airport facilities.
8. To suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for Airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.

9. To refrain from entering into any transaction which would deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the SPONSOR, the SPONSOR will reserve sufficient powers and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.
10. To maintain a current Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the STATE an updated ALP of the Airport as changes are made.

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

1. This Agreement is governed according to the laws of the STATE of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement.
2. This Agreement shall become effective upon signature by the Parties and shall remain in force and effect until the Final Post Completion Inspection Certification is issued, approximately one (1) year after Project completion; provided however, that this Agreement may be canceled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other Party. In the event the STATE cancels this Agreement prior to commencement of performance, the STATE shall reimburse the SPONSOR any remitted advance contribution, the amount of which is described in the Recital(s) of this Agreement.
3. This Agreement may be canceled in accordance with Arizona Revised Statutes § 38-511.
4. If the SPONSOR fails to comply with any portion of this Agreement, the STATE, by written notice to the SPONSOR, may suspend participation until appropriate corrective action has been taken by the SPONSOR.
5. The STATE reserves the right to terminate this Agreement in whole or in part due to failure of the SPONSOR to carry out any term, promise, assurance, or condition of the Agreement. The STATE will issue a written notice to SPONSOR for failure to adequately perform, or if there is reason for the STATE to believe that the SPONSOR cannot or will not adequately perform the requirements of the Agreement. If SPONSOR does not submit a Corrective Action Plan to the satisfaction of the STATE within a ten (10) day period after receipt of written notice from STATE, then the STATE, by written notice to the SPONSOR, may terminate the Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, costs incurred prior to termination, and if known any liquidated damages payments or fees due to contractors contracted for this Project. The SPONSOR shall reimburse the STATE any costs incurred prior to the date of termination, liquidated damages payments or fees due to contractors for this Project, and any legal or administrative fees required to collect or defund under this clause.

6. When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds, or when funds are not appropriated or are withdrawn for use hereunder, the STATE may terminate this Agreement.
7. No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the STATE to declare a default, to declare a failure to perform, or to take any other action on account of the violation, nor shall such violation be continued or repeated.
8. All Parties shall comply with all applicable federal, state, county, cities, and local laws, rules, regulations, and assurances in addition to all applicable provisions of Title 14 (Aeronautics and Space Chapter I – Federal Aviation Administration, Department of Transportation) and Title 49 (United STATES Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.
9. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by arbitration as may be required as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
10. This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of the STATE or SPONSOR.
11. Every payment obligation of the STATE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the STATE at any time. 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 or for any damages as a result of termination under this paragraph.
12. In the event the STATE cancels an in-progress Project prior to its completion through no fault of the SPONSOR or the AIRPORT, the STATE shall move the project to final accounting reconciliation as described in section II.1.e.
13. All Parties shall retain all data, books and other records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in Arizona Revised Statute § 35-214.
14. The Sponsor 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 Sponsor, 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 Sponsor’s obligations under this paragraph shall not extend to any Claims to the extent caused by any alleged act, omission, professional error, fault, mistake, or negligence of the of the State, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or

representatives in connection with or incident to the performance of this Agreement, except the obligation does apply to any negligence of the Sponsor which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Sponsor's obligations under this paragraph shall survive the termination of this Agreement.

The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the Sponsor shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Sponsor.

15. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Act) (Public Law 101-336, 42 USC. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 34 and 36. SPONSOR shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246 as amended, Arizona STATE Executive Order 2009-09, or Arizona Revised Statutes §§ 41-1461 through 1465, which mandates that all persons, regardless of race, color, religion, sex, sexual orientation, gender identity, age, or national origin or on the basis of disability shall have equal access to employment opportunities, and all other applicable STATE and federal employment laws, rules and regulations. SPONSOR shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race,, color, religion, sex, age, disability, national origin.
16. To the extent applicable under Arizona Revised Statutes § 41-4401, each Party and its contractors and subcontractors warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes § 23-214(A). A breach of the above-mentioned warranty by any Party or its contractors and subcontractors shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its contractors' and subcontractors' employees who work on this Agreement to ensure that the Parties or its contractors and subcontractors are complying with the above-mentioned warranty.
17. Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the STATE and/or SPONSOR. Should the SPONSOR elect to terminate this Agreement, the SPONSOR will be responsible to reimburse the STATE for 100% of all costs incurred and/or expended as of the date of the SPONSOR-requested termination.
18. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically or in person or sent by mail addressed as follows:

<b>Arizona Department of Transportation</b>		<b>Cochise County</b>
Sally J. Palmer Contracts Program Manager	Matthew Munden Airport Engineer	Dan Coxworth, Director of Community Development
Multimodal Planning Division Mail Drop 310B 206 S. 17 <sup>th</sup> Avenue Phoenix, AZ 85007	Multimodal Planning Division Attn: APMS Mail Drop 426M 180 W. Jefferson Street Phoenix, AZ 85007	1415 Melody Lane, Building F Bisbee, AZ 85603
602-712-6732	602-712-7647	520-432-9268

<a href="mailto:spalmer@azdot.gov">spalmer@azdot.gov</a>	<a href="mailto:MMunden@azdot.gov">MMunden@azdot.gov</a>	<a href="mailto:dcoxworth@cochise.az.gov">dcoxworth@cochise.az.gov</a>
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19. Attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Party is authorized under the laws of this STATE to enter into this Agreement and that the Agreement is in proper form.
20. **Duplicate Funding Not Permitted.** The RECIPIENT agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or any other Federal agency, or insurance proceeds for any portion of a project activity approved for funding under this Agreement, the RECIPIENT shall provide written notification to the STATE, and reimburse the STATE for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.
21. **Israel Boycott Not Permitted:** The SPONSOR warrants that it is not engaged in a boycott of Israel as defined in Arizona Revised Statutes § 35-393 et seq.
22. **Forced Labor of Ethnic Uyghurs Ban:** Pursuant to Arizona Revised Statutes § 35-394, the SPONSOR warrants and by signing this Agreement so certifies that it does not currently, and agrees for the duration of the contract that it will not use the forced labor of ethnic Uyghurs in the People's Republic of China, any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the SPONSOR becomes aware during the term of this Agreement that the SPONSOR is not in compliance with this certification, the SPONSOR shall notify ADOT within five business days after becoming aware of the noncompliance, and within 180 days after notice, provide written certification that the SPONSOR has remedied the noncompliance. This item does not apply to not-for-profit organizations or organizations with fewer than ten (10) full-time employees.

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

**COCHISE COUNTY**

**STATE OF ARIZONA**

**Arizona Department of Transportation**

**By**

**By**

---

Dan Coxworth  
Director of Community Development

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Paul Patane, Division Director  
Multimodal Planning Division

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Date Signed

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Date Signed

Authorizing Resolution, Board-granted Authority, or Local Ordinance

**{SPONSOR to attach Document in DocuSign process}**

**APPROVAL OF COCHISE COUNTY**

I have reviewed the above referenced proposed Agreement, between the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, AERONAUTICS GROUP (STATE) and Cochise County (SPONSOR) and declare this Agreement to be in proper form and within the powers and authority granted to the SPONSOR under all applicable laws. No opinion is expressed as to the authority of the STATE to enter into this Agreement.

**Attorney for Cochise County**

DocuSigned by:  
*Paul Cornea*

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12/20/2022

**Date Signed**



Office of the Arizona Attorney General

MARK BRNOVIC  
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION /  
TRANSPORTATION SECTION

DAWN NORTHUP  
DIVISION CHIEF COUNSEL  
SUSAN E. DAVIS  
ASSISTANT ATTORNEY GENERAL  
DIRECT LINE: 602-542-8855  
E-MAIL: SUSAN.DAVIS@AZAG.GOV

**GRANT AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012011001584 (**MPD Agreement No. GRT-22-0008946-T**), an Agreement between public agencies, the State of Arizona and Cochise County has been reviewed pursuant to A.R.S. § 28-401 and § 28-8202(D) et seq., 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: 12/12/2022

MARK BRNOVICH  
Attorney General

DocuSigned by:  
*Susan Davis, Assistant Attorney General*  
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SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED/sp/

**Page reserved for MATCH INVOICE**

**Page to be replaced with UPLOADED document in DocuSign process.**



Please Click Here to Acknowledge Receipt of Invoice and Processing for Payment



Please Click Here to Acknowledge Receipt of Invoice and Submission to accounting/finance for Payment



Multimodal Planning Division

Our True North: *Safely Home*

**Douglas A. Ducey**, Governor  
**John S. Halikowski**, Director  
**Gregory Byres**, Deputy Director/State Engineer  
**Paul Patane**, Division Director

August 1, 2022

Mr. Dan Coxworth  
Director of Community Development  
Cochise County  
1415 W. Melody Lane, Building C  
Bisbee, AZ 85603

Subject: ADOT Airport Surface Treatment Program 2023  
Bisbee-Douglas International Airport Rwy 8/26 Sections 10, 20 & 30; P-608 Applications and Pavement Markings

Dear Mr. Coxworth:

ADOT MPD – Aeronautics Group has completed the planning and program development phase of the State’s Airport Pavement Preservation Program for fiscal year 2023. This is a program that ADOT Aeronautics began the groundwork for in 2000 and updates every three to four years when they contract to have pavements at all the State’s public airports evaluated and rated as to their pavement condition index (PCI). The results of the current study show the pavement maintenance recommendations for the airport pavements that still have useable life remaining. Each airport in the study will receive a complete report specific to their respective airports.

Maintenance options such as crack seals, seal coats, thin overlays, and PCCP joint repairs are scheduled for individual runways, taxiways, and aprons at various airports for each of the years in a five-year period. Projects are tentatively scheduled based on PCI priorities and the program’s funding budget. Bisbee-Douglas International Airport is included in fiscal year 2023 of the program for Runway 8/26 Sections 10, 20 & 30; P-608 Applications and Pavement Markings with construction estimates of \$75,254, \$87,563 and \$47,682 respectively.

Under this program, ADOT’s Program Manager will design, support the bidding process and administer the construction of the maintenance projects. ADOT will pay 100% of the design and construction administration costs. ADOT will then pay the full construction costs to the contractor. The Sponsor will pay, directly to ADOT, their 10 percent share of the construction cost (approx. \$7,525, \$8,756 and \$4,768 for a total of \$21,049 for Cochise County).

After review of the current recommendations, we have included the following treatments: P-608 Applications and Pavement Markings. We have included the preliminary program for Bisbee-Douglas International Airport consisting of an aerial schematic exhibit and a preliminary opinion of probable cost. Prior to finalizing the program and proceeding with the design and construction we need to verify the Sponsor’s intentions for participation in this program. It is expected that actual construction will begin no sooner than May 2023.

Please return by email to Matthew Munden at [mmunden@azdot.gov](mailto:mmunden@azdot.gov) and Tammy Martelle, Kimley-Horn and Associates at [tammy.martelle@kimley-horn.com](mailto:tammy.martelle@kimley-horn.com) a copy of the executed letter indicating your position on this matter **as soon as possible, but no later than October 3, 2022**. Upon receipt of your acknowledgement to

participate in this program, a Grant Agreement with the State and the invoice for your 10 percent (10%) share of the construction cost will be submitted electronically to you via DocuSign (an IGA). Instructions will be provided for your execution of the Grant Agreement using DocuSign. Payment of your invoice for your 10% share of the construction costs must be received by ADOT before construction can commence on your project. Please initial or sign the Grant Agreement/IGA to complete the signature process before processing payment of the invoice. An Authorizing Resolution, Board-Granted Authority, or Local Ordinance will be necessary to attach to the Grant Agreement/IGA (sent via DocuSign) that will be issued by ADOT at a later date.

ADOT will collect your 10 percent (10%) share based on construction estimates at the time the Grant Agreement is issued. Upon completion of the Project, ADOT will produce a final accounting reconciliation of the construction costs. In the event, actual construction cost exceeds the estimate, the STATE will invoice the SPONSOR for the remaining contribution required to equal 10% of the actual construction cost. In the event the actual construction cost is less than the estimate, the STATE will reimburse the SPONSOR for any overpayment.

Also, a separate email will be sent with the **Recipient Contact Information** that needs to be filled out and returned to me. This information is necessary for the IGA to be sent for signatures. If there is a change before you receive the IGA on this form, please contact Tammy Martelle at Kimley-Horn with updated information as soon as possible.

If you have any questions or desire any additional information, please don't hesitate to contact me at (602) 712-7647.

Sincerely,

ADOT MPD – AERONAUTICS GROUP

DocuSigned by:  
*Matthew Munden*  
Matthew Munden  
Aeronautics Group Manager

cc: Steve Reeder, Kimley-Horn & Associates

I acknowledge that the projects included for Our Airport under the ADOT Airport Pavement Preservation Program for 2023 is in the best interest for our Airport Facility and wish to participate in this program.

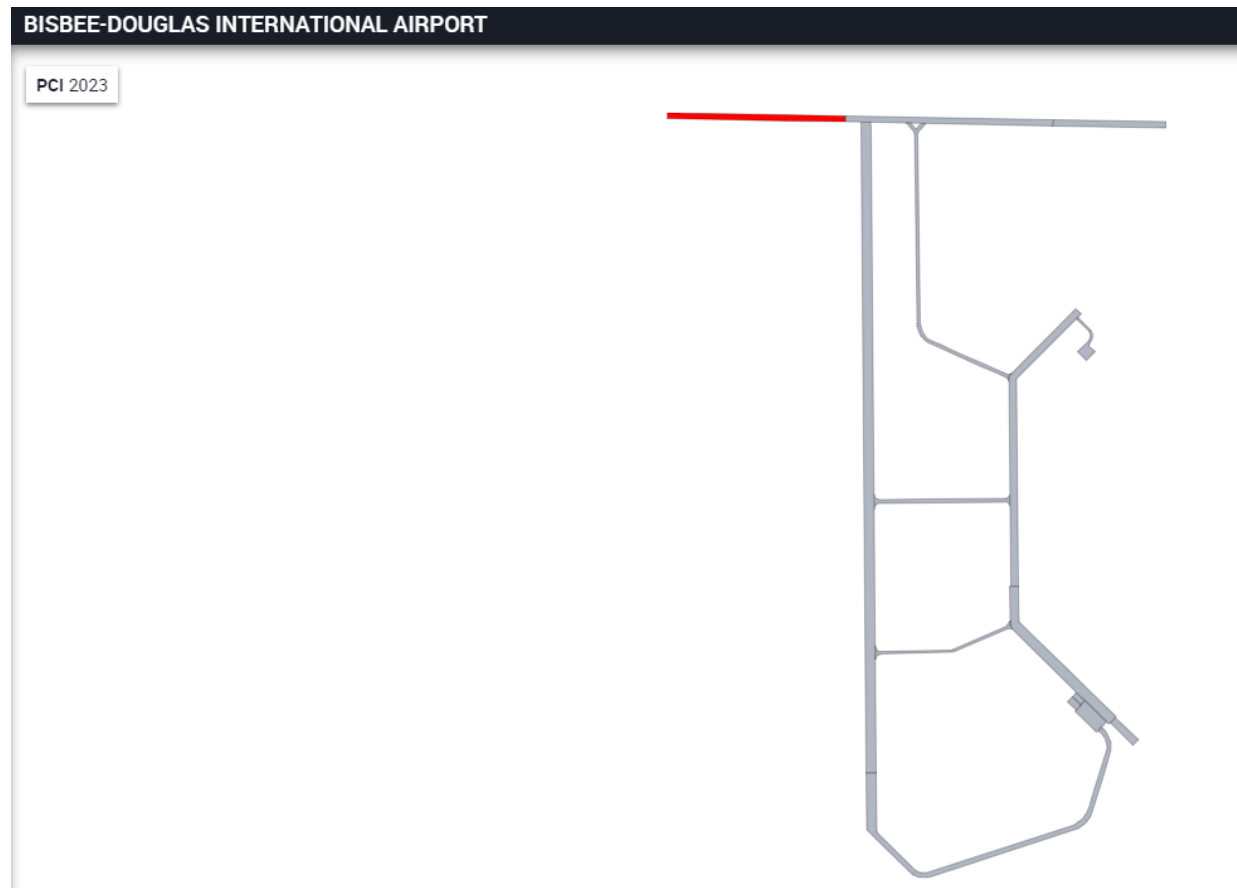
DocuSigned by:  
*Dan Coxworth* 8/2/2022  
\_\_\_\_\_  
(Signature) Date  
  
Dan Coxworth Director  
\_\_\_\_\_  
(Print Name and Title)

## 2023 APMS Bisbee-Douglas International Airport – Opt-In –

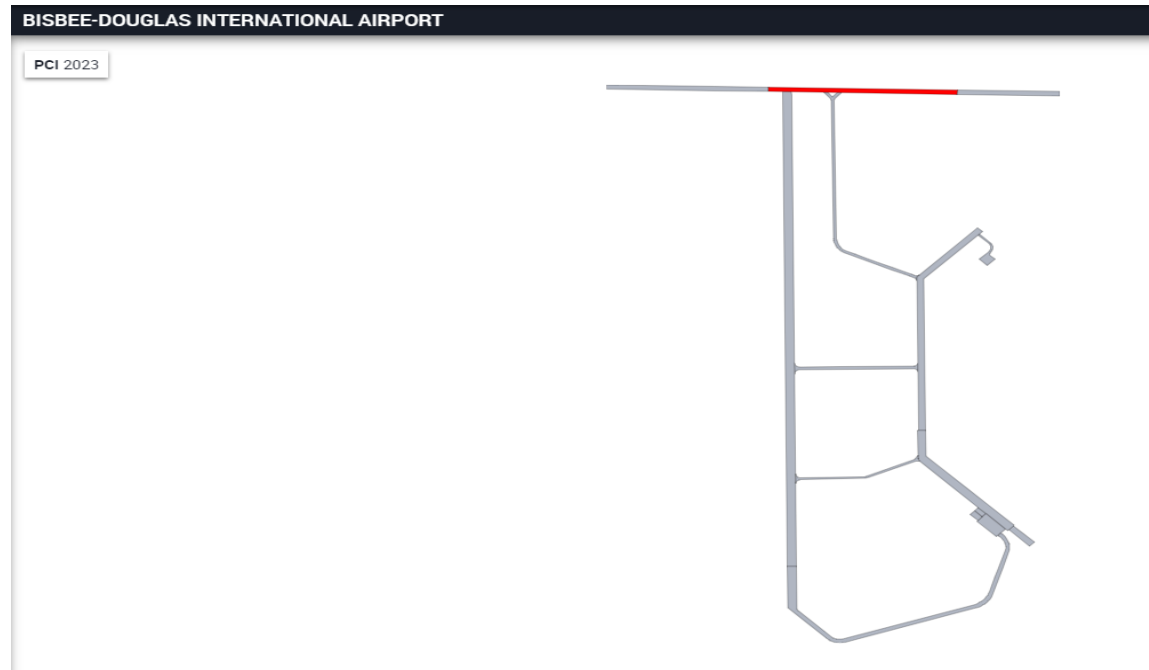
### Preliminary Opinion of Probable Cost

Pavement	Section	Description	Estimate
RWY826BD	10	P-608 Application and Pavement Markings	\$75,254
RWY826BD	20	P-608 Application and Pavement Markings	\$87,563
RWY826BD	30	P-608 Application and Pavement Markings	\$47,682
		<b>Total</b>	\$210,499
		<b>10% Local Share</b>	<b>\$21,049</b>

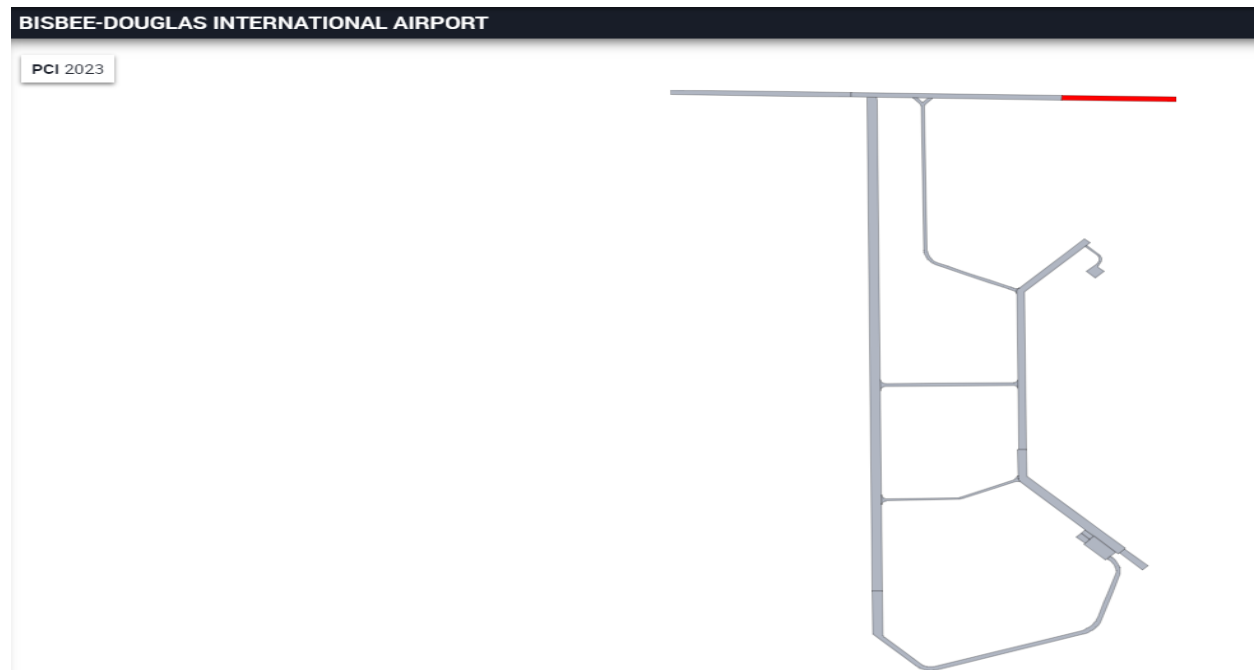
RWY 8/26 Section 10



RWY 8/26 Section 20



Rwy 8/26 Section 30





Multimodal Planning

Our True North: *Safely Home*

**Douglas A. Ducey**, Governor  
**John S. Halikowski**, Director  
**Gregory Byres**, State Engineer  
**Paul Patane**, MPD Director

October 19, 2022

Mr. Dan Coxworth  
Director of Community Development  
Cochise County  
1415 W. Melody Lane, Building C  
Bisbee, AZ 85603

Subject: Supplemental Notification / Opt-In 2023 APMS Rounds

Dear Mr. Coxworth:

Congratulations on Opting In for the ADOT Airport Surface Treatment Program 2023. The Opt In Letter you signed contained a paragraph that was missing some vital information.

Original Paragraph reads:

~~ADOT will collect your 10 percent (10%) share based on construction estimates at the time the Grant Agreement is issued. Upon completion of the Project, ADOT will produce a final accounting reconciliation of the construction costs. In the event, actual construction cost exceeds the estimate, the STATE will invoice the SPONSOR for the remaining contribution required to equal 10% of the actual construction cost. In the event the actual construction cost is less than the estimate, the STATE will reimburse the SPONSOR for any overpayment.~~

Replacement for first sentence of the Original Paragraph:

Payment of 10% of the estimated Project construction cost is due and payable upon signing the Grant Agreement and must be received by the STATE before Notice to Proceed for construction will be issued. If construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction, the State, at its option, may invoice the additional match and the SPONSOR shall remit the additional match upon receipt of invoice.

Sincerely,

Dr. Sally J. Palmer  
Contracts Program Manager / Compliance Officer

I acknowledge this Update to the language included in the Opt-In letter for Our Airport under the ADOT Airport Pavement Preservation Program for 2023 and understand additional match payments may be required before construction notice to proceed may occur.

DocuSigned by:  
*Dan Coxworth, Director Community Development* 10/20/2022  
3C5A07D58E07408...

Dan Coxworth, Director Community Development  
DIRECTOR



DTAMPE228946IV0000001727

Remit to:  
 ARIZONA DEPARTMENT OF TRANSPORTATION  
 Aeronautics  
 206 S 17TH AVE  
 MAILDROP 203B  
 PHOENIX AZ 85007

Bill to:  
 COCHISE COUNTY  
 1415 MELODY LANE BLDG C  
 Building F  
 BISBEE AZ 85603

Customer Name		<b>INVOICE</b>	
COCHISE COUNTY			
Customer Number	Invoice Number	Invoice Date	
IV0000001727	MPE228946	12-07-22	
	ARDept/BPRO	Due Date	
	DTA:MP030	12-06-22	
	Amount Due	Amount Enclosed	
	\$21,049.90		

Payment Method: Check  Money Order

Please check if address has changed. Write correct address on back of stub and attach with payment

Please write Invoice No on front of check or Money Order. DO NOT MAIL CASH

----- Please detach the above stub and return with your remittance. -----

ADOT
<i>ORIGINAL</i>

Customer Number	Original Invoice Date	Original Due Date
IV0000001727	12-07-22	12-06-22

Customer Name	Invoice Number	Invoice Date
COCHISE COUNTY	MPE228946	12-07-22

**Invoice Charges**

Ref Line No.	Description	Billing Date	No. Of Units	Unit of Measure	Unit Price	Charges/Credits
1	APMS - Rwy 8/26 Sections 10, 20 & 30; P-608 Applications & Pavement Markings	12-06-22				\$21,049.90
<b>Total Invoice Charges</b>						\$21,049.90

**Other Charges**

Description	Date	Charges
<b>Total Other Charges</b>		

<b>Credit Payments Applied</b>	\$0.00
<b>Total Amount Due</b>	\$21,049.90

**Additional Notes:**

**Instructions**

Contact: MPD - Aeronautics (602) 712-7647 MPDContracts@azdot.gov


**Certificate Of Completion**

Envelope Id: C74BDD3A849A4C5482CF5ECA747627B8	Status: Sent
Subject: Please DocuSign before November 30, 2022: APMS Agreement GRT-22-0008946-T	
Source Envelope:	
Document Pages: 18	Signatures: 2
Certificate Pages: 6	Initials: 3
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Debra Carlson
Time Zone: (UTC-07:00) Arizona	206 S 17th Ave
	Phoenix, AZ 85007
	DCarlson@azdot.gov
	IP Address: 71.223.185.216

**Record Tracking**

Status: Original	Holder: Debra Carlson	Location: DocuSign
11/16/2022 9:07:44 AM	DCarlson@azdot.gov	

**Signer Events**

Signer Events	Signature	Timestamp
Matthew Munden mmunden@azdot.gov State Airport Engineer ADOT Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 136.226.64.112	Sent: 11/16/2022 9:09:31 AM Viewed: 11/18/2022 3:55:46 PM Signed: 11/18/2022 3:55:55 PM

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

Kara Sullivan ksullivan@azdot.gov ADOT Security Level: Email, Account Authentication (None)	<b>Completed</b> Using IP Address: 136.226.64.89	Sent: 11/18/2022 3:55:59 PM Viewed: 12/6/2022 7:13:14 AM Signed: 12/7/2022 6:53:14 AM
--	---	---

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

Dan Coxworth, Director Community Development dcoxworth@cochise.az.gov Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 209.180.126.2	Sent: 12/7/2022 6:53:19 AM Viewed: 12/8/2022 3:59:12 PM Signed: 12/8/2022 3:59:38 PM
--	--	--

**Electronic Record and Signature Disclosure:**  
Accepted: 12/8/2022 3:59:12 PM  
ID: 5e45a6c9-4c88-4870-bf9c-38c021146e26

Attorney Generals Office trncontracts@azag.gov Security Level: Email, Account Authentication (None)	<b>Completed</b> Using IP Address: 159.87.87.61	Sent: 12/8/2022 3:59:43 PM Viewed: 12/9/2022 8:06:58 AM Signed: 12/9/2022 8:09:28 AM
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**Electronic Record and Signature Disclosure:**  
Accepted: 12/9/2022 8:06:58 AM  
ID: cde0df01-67aa-4602-935d-00f07277c096

**Signer Events**

Susan Davis, Assistant Attorney General  
 Susan.Davis@azag.gov  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

DocuSigned by:  
  
 4F680A7B3EAF421...

Signature Adoption: Pre-selected Style  
 Using IP Address: 72.212.92.116

**Timestamp**

Sent: 12/9/2022 8:09:33 AM  
 Viewed: 12/12/2022 9:33:57 AM  
 Signed: 12/12/2022 9:34:49 AM

**Electronic Record and Signature Disclosure:**

Accepted: 12/12/2022 9:33:57 AM  
 ID: fa32eb91-7677-4410-ba20-0f8b3cc11b18

Paul Correa  
 pcorrea@cochise.az.gov  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
 9CF97CC08144495...

Signature Adoption: Pre-selected Style  
 Using IP Address: 209.180.126.2

Sent: 12/12/2022 9:34:54 AM  
 Resent: 12/20/2022 9:30:55 AM  
 Viewed: 12/20/2022 11:04:32 AM  
 Signed: 12/20/2022 11:04:46 AM

**Electronic Record and Signature Disclosure:**

Accepted: 12/20/2022 11:04:32 AM  
 ID: e0c8dd98-468b-460a-8b17-ccfdff68d39

Dan Coxworth, Director Community Development  
 dcoxworth@cochise.az.gov  
 Director  
 Security Level: Email, Account Authentication  
 (None)

Sent: 12/20/2022 11:04:51 AM  
 Viewed: 12/20/2022 11:09:30 AM

**Electronic Record and Signature Disclosure:**

Accepted: 12/20/2022 11:09:30 AM  
 ID: 8234c019-9285-4e74-af13-f6d3b4ec40a1

Dan Coxworth, Director Community Development  
 dcoxworth@cochise.az.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**

Accepted: 12/20/2022 11:09:30 AM  
 ID: 8234c019-9285-4e74-af13-f6d3b4ec40a1

Anissa Acedo, Finance  
 aacedo@cochise.az.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**

Accepted: 2/8/2021 9:19:44 AM  
 ID: 4b63d3fd-7075-4c27-a6a8-e516c483c54d

Paul Patane, Division Director  
 PPatane@azdot.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**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
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Carbon Copy Events	Status	Timestamp
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Steve Reeder  
Steve.Reeder@kimley-horn.com  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 4/27/2022 10:14:57 AM  
ID: efd7db5e-059b-4336-934c-1b9266976b18

Tammy Martelle  
tammy.martelle@kimley-horn.com  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 4/26/2022 1:53:57 PM  
ID: 702d5569-48d8-4425-a24a-852d3ad36fa3

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/16/2022 9:09:31 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.

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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.

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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.

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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.

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