

ADOT CAR No.: IGA 24-0010895-I
AG Contract No.: P0012025000033
Project Location/Name: Butler Ave;
Milton Road (Route 66) — Sawmill Road
Type of Work: AZ SMART Match
Reimbursement
Federal-aid No.: NA
ADOT Project No.: T0629 03D/01C
TIP/STIP No.:
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 104840

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT (“Agreement”) is entered into this date _____, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 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 FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the “City” or “Local Agency”). The State and the Local Agency are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

I. RECITALS

1. The State is empowered by A.R.S. §§ 28-339 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 A.R.S. §§ 28-339 and 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The federal Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), created multiple new federal grant programs for surface transportation purposes to be administered by the US Department of Transportation. IIJA is currently authorized through September 30, 2026. Congress may extend IIJA prior to passing a new long-term highway program authorization, and these extensions may extend the September 30, 2026 deadline.
4. The Arizona State Match Advantage for Rural Transportation (AZ SMART) Fund was established by the Arizona State Legislature in Laws 2022, Chapter 322 House Bill 2872 which became effective on September 24, 2022 to assist eligible cities, towns, counties and

ADOT in applying for and winning federal grants for surface transportation projects.

5. The Local Agency was awarded AZ SMART Funds for match on the federal grant. The match funds which may be paid or reimbursed are restricted to those identified in the executed federal Grant Agreement (GA).
6. The Local Agency is the successful direct recipient of a Fiscal Year 2023 Safe Streets and Roads for All (SS4A) Grant for the Butler Avenue Complete Streets Conversion to convert approximately 0.9 miles of arterial road in the urban center of the City to a Complete Street to include protected intersections, enhanced crossings, separated bicycle facility, mobilization, and traffic control, (the "Project"). The purpose of this Agreement is for the State to reimburse the Local Agency an amount not to exceed \$2,402,998 of eligible match funds for the Project. The Project Cost, shown in Exhibit A, is estimated at \$12,014,989 which includes AZ SMART funds and a federal grant.
7. The foregoing Recitals and all Exhibits referred to in and attached are incorporated into this Agreement.

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

II. SCOPE OF WORK

1. The Parties agree:
 - a. To adhere to A.R.S. § 28-339.
 - b. The Local Agency will enter into a GA with FHWA that identifies the SS4A Grant requirements, as shown on Exhibit B. The Local Agency will provide the GA and any changes made in the GA to ADOT in a timely manner which may require an amendment to this Agreement.
2. The State will:
 - a. Within 30 days after receipt, review, and approval of invoice(s) and documentation of payment for Project costs, reimburse the Local Agency for eligible match on costs incurred in an amount not to exceed \$2,402,998, the amount of the AZ SMART Funds approved and programmed for the Project.
3. The Local Agency will:
 - a. Submit to ADOT for review, approval, and reimbursement, at least quarterly and no more than monthly, an invoice(s) on ADOT's Payment Report Form, Exhibit C, and documentation of payment for eligible Grant match costs incurred for the Project not to exceed \$2,402,998, the amount of AZ SMART Funds approved and programmed for the Project. Any costs incurred prior to the date of obligation of the federal grant are not eligible for reimbursement from the AZ SMART Fund.

- b. Enter into agreements with and make all payments directly to the required consultants and/or professional services for the Project.
- c. Submit to ADOT the Closeout Letter, as shown on Exhibit D, with the final invoice request.
- d. Ensure applicable State and federal design guidelines are followed for the Project.
- e. Ensure that all applicable Code of Federal Regulations (“CFRs”) Title 23 Part 710 and Title 49 Part 24 are followed, and will comply with the FHWA approved ADOT Right of Way Procedures Manual as required by the CFRs for obtaining right of way clearance on federal aid projects.
- f. Provide quarterly reports to ADOT at AZSMART@azdot.gov regarding the status of the Project and other Project or federal grant information as requested by ADOT.

III. 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 completion of the Study and all related deposits and/or reimbursements are made.
4. **Cancellation.** This Agreement may be canceled at any time by either Party prior to the exchange of any AZ SMART Funds and after 30 days’ prior 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 paid 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 State shall have no further obligations to reimburse AZ SMART Funds to the Local Agency.
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 AZ SMART Fund Projects or the information submitted by the Local Agency. The Local Agency is solely responsible for complying with all applicable laws, rules and regulations, for any additional funding required to complete the Project(s) and for any claims due to delays, change orders or any other circumstances.
7. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
8. Single Audit. The Local Agency acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.
 ADOT – FMS
 Attn: Cost Accounting Administrator
 206 S 17th Ave. Mail Drop 204B
 Phoenix, AZ 85007
SingleAudit@azdot.gov
9. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
10. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
11. Records. The Applicant is required to retain all books, accounts, reports, files and other records relating to this Agreement for a period of five years after the date of the final payment of AZ SMART Funds from ADOT. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT or the State Auditor General.
12. Audit. All books, accounts, reports, files and other records relating to this Agreement shall be subject to inspection and audit. The State may refer Projects to the State Auditor General or ADOT's Internal Audit unit in cases of suspected misuse of AZ SMART Funding.
13. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
14. 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.”

15. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. 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.
17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
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 Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: 928.213.2227
sknsggs@flagstaffaz.gov

For Project Administration:

Arizona Department of Transportation
Multimodal Planning Division
Attn: AZ SMART Fund Program
1611 W Jackson St, MD 310B
Phoenix, AZ 85007
602-712-7112
azsmart@azdot.gov

City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: 928.213.2227
sknaggs@flagstaffaz.gov

For Financial Administration:

Arizona Department of Transportation
Multimodal Planning Division
Attn: AZ SMART Fund Program
1611 W Jackson St, MD 310B
Phoenix, AZ 85007
602-712-7112
azsmart@azdot.gov

City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: 928.213.2227
sknaggs@flagstaffaz.gov

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
 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 including 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 FLAGSTAFF

By _____ Date _____
BECKY DAGGETT
Mayor

ATTEST:

By _____ Date _____
STACY SALTZBURG
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 Flagstaff, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the County 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 _____
AUDRA MERRICK
Multimodal Planning Division

This Agreement between public agencies, the State of Arizona and the City of Flagstaff, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 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

EXHIBIT A
Cost Estimate

T0629 03D/01C

The Project costs are estimated as follows:

Scoping/Design:

SS4A Grant	\$ 1,392,040
AZ SMART Funds	348,010
	<hr/>
Subtotal – Scoping/Design	\$ 1,740,050

Construction:

SS4A Grant	\$ 8,219,951
AZ SMART Funds	2,054,988
	<hr/>
Subtotal – Construction	\$ 10,274,939

Estimated TOTAL Project Cost **\$ 12,014,989**

Total AZ SMART Funds* **\$ 2,402,998**
Total Federal Funds **\$ 9,611,991**

* AZ SMART match funds are reimbursable, as a result ADOT will not invoice the Local Agency for the AZ SMART funds.

- 1. **Federal Award No.**
693JJ32440443
- 2. **Effective Date**
See No. 16 Below
- 3. **Assistance Listings No.**
20.939
- 4. **Award To**
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001-5359

Unique Entity Id.: XMMUMPKTLVQ3
TIN No.: 86-6000244
- 5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
- 6. **Period of Performance**
Effective Date of Award – 5 years
from the Effective Date of Award
- 7. **Total Amount**

Federal Share:	\$9,611,991
Recipient Share:	\$2,402,998
Other Federal Funds:	\$0
Other Funds:	\$0
Total:	\$12,014,989
- 8. **Type of Agreement**
Grant
- 9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
- 10. **Procurement Request No.**
HSA240281PR
- 11. **Federal Funds Obligated**
Base Phase: Pre-NEPA: \$160,000
- 12. **Submit Payment Requests To**
See Article 5.
- 14. **Accounting and Appropriations Data**
15X0174E50.0000.055SR40500.5592000000.41010.61006600

13. Description of the Project

The Butler Avenue Complete Streets Conversion is a holistic Safe Systems Approach project emphasizing Safer Roads, Safer People and Safer Speeds. For Safer Roads, it will convert 0.9 miles of arterial road in the urban center of Flagstaff to a Complete Street.

RECIPIENT

15. Signature of Person Authorized to Sign



for

Joanne K. Keene signed on 9/11/2024 4:01:30 PM

Name: Greg Clifton
Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

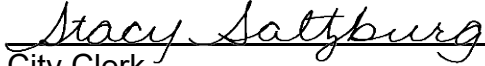
HECTOR RAMON SANTAMARIA
Digitally signed by HECTOR RAMON SANTAMARIA
Date: 2024.09.17 10:51:27 -04'00'

Signature _____ Date _____

Name: Hector Santamaria
Title: Agreement Officer

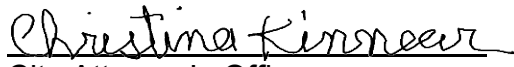
US Department of Transportation
Federal Highway Administration
Grant Agreement SS4A
City of Flagstaff

Attest:



City Clerk
Stacy Saltzburg signed on 9/12/2024 7:46:34 AM

Approved as to Form:



City Attorney's Office
Christina Kinnear signed on 9/5/2024 11:50:32 AM

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Flagstaff (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Butler Avenue Complete Streets Conversion.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: Butler Avenue Complete Streets Conversion

Application Date: 7/7/2023

2.2 Award Amount.

SS4A Grant Amount: \$9,611,991

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Base Phase: Pre-NEPA	\$160,000	

Obligation Condition Table

Phase the Project	Allocation of the SS4A Grant	Obligation Condition
<p>Phase 1: Final Design, Right-of-Way, and Utility Relocation</p>	<p>\$1,859,517</p>	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until:</p> <ol style="list-style-type: none"> (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such advance activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Phase 2: Construction	\$7,592,474	<p>The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until:</p> <p>(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and</p> <p>(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and</p> <p>(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.</p> <p>Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.</p>

2.4 Budget Period.

Base Phase Budget Period: See Item 6 of Page 1 for Effective Start Date - 2/28/2025

Option Phase 1 Budget Period: Reserved

Option Phase 2 Budget Period: Reserved

2.5 Grant Designation.

Designation: Implementation

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

See application final narrative, Exhibit A.

The project will be completed in three phases as follows:

Base Phase: Pre-NEPA (additional concept planning to complete NEPA), NEPA complete and approved.

Phase 1: Conducting Planning, Design, and Development Activities, including NEPA: Infrastructure geometric design, topographic survey, environmental services and drainage report, post-design review, contingency.

Phase 2: Carrying Out Projects and Strategies: Protected intersections (3), enhanced crossings, (2), separated bicycle facility, mobilization, traffic control, inspections and testing administration, contingency.

3.2 Project's Estimated Schedule.

Implementation Schedule (Construction)

Milestone	Schedule Date
Planned NEPA Completion Date:	02/28/2025
Planned Construction Start Date	09/30/2025
Planned Construction Substantial Completion and Open to Public Use Date:	09/30/2027
Planned SS4A Final Report Date:	12/31/2027

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$9,611,991
Other Federal Funds:	\$0
State Funds:	\$2,402,998*
Local Funds:	\$0
In-Kind Match:	\$0
Other Funds:	\$0

Total Eligible Project Cost: \$12,014,989

**AZ SMART Funds. These funds are state funds and not sourced from federal funds.*

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$1,647,128		\$1,647,128
Architectural and engineering fees	\$1,740,049		\$1,740,049
Project inspection fees	\$784,347		\$784,347
Construction	\$6,672,799		\$6,672,799
Contingency	\$1,170,666		\$1,170,666
Project Total	\$12,014,989		\$12,014,989

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient’s approved Budget Application. In the event the Recipient’s indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient’s indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Stacey Brechler-Knaggs
Grants, Contracts & Emergency Management Director
City of Flagstaff
211 West Aspen Avenue
928-213-2227
sknaggs@flagstaffaz.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Paul Mood	City Engineer
Martin Ince	Transportation Planner Senior Lead
Trevor Henry	Capital Improvements Engineer
Chris Phair	Transportation Planner
Jeff Bauman	Transportation Director/Traffic Engineer

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
 Federal Highway Administration
 Office of Safety
 HSSA-1, Mail Stop: E71-117
 1200 New Jersey Avenue, S.E.
 Washington, DC 20590
 202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
 Federal Highway Administration
 Office of Acquisition and Grants Management
 HCFA-33, Mail Stop E62-310
 1200 New Jersey Avenue, S.E.
 Washington, DC 20590
 202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – Arizona
 Agreement Officer’s Representative (AOR)
 4000 N Central Avenue
 Phoenix, Arizona 85012
 (602) 379 - 3646
Arizona.FHWA@dot.gov

and

Patricia Beals
 Arizona Division Office Lead Point of Contact
 Transportation Specialist
 4000 N Central Avenue
 Phoenix, Arizona 85012
 (360) 216-6643

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “**AO**”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “**AOR**”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of an Implementation Grant agrees to update its Action Plan within two years of the date of this agreement to: align with all Comprehensive Safety Action Plan components in Table 1 of the SS4A FY 2023 NOFO corresponding with any “no” responses in the Self-Certification Eligibility Worksheet; ensure that the Action Plan’s safety focus includes all road users, including pedestrians, bicyclists, and motor vehicle safety; and ensure that the Action Plan was last updated not more than three years prior.
- 6.5** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.5** The Government’s execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.7** There are no other special grant requirements.

**ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION**

Study Area: Butler Avenue between Milton Avenue and Sawmill Road

Baseline Measurement Date: 9/30/2025

Baseline Report Date: 11/30/2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	<p>Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)</p>	<p>Within 120 days after the end of the period of performance</p>
Outcomes and Benefits	<p>Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)</p>	<p>Within 120 days after the end of the period of performance</p>
Outcomes and Benefits	<p>Project Location(s): GIS/geo coordinate information identifying specific project location(s)</p>	<p>Within 120 days after the end of the period of performance</p>
Lessons Learned and Recommendations	<p>Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.</p>	<p>Within 120 days after the end of the period of performance</p>

**ATTACHMENT B
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert “N/A” in Section 3.3 of the table.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds			N/A	
Non-Federal Funds			N/A	
Total Previously Incurred Costs			N/A	
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds			N/A	
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

**ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
X	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
X	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

Butler Avenue, the site of the project, extends across Flagstaff, east to west through the historic Southside neighborhood. When Butler Avenue was widened in the 1980s, it divided the neighborhood into two halves, north and south, with an arterial roadway with speeds ranging between 35 and 40 mph. This project helps to rectify that historic social injustice by creating three protected intersections, an enhanced pedestrian and bicycle crossings, and a new enhanced beacon crossing at O’Leary Street to enable safe passage north to south and help to reconnect the neighborhood and restore its cohesion.” Additionally, “The project seeks to improve ADA conditions with new curb cuts and improved sidewalk conditions.” These new curb cuts will “have dual crossings that align with crosswalks rather than apex crossings that misalign the ramp with the safe path of

travel.” “The intersection improvements and crossings proposed in this project help to reconnect this divided community and the grade separated bike lanes make for safer, more affordable travel options for this highly multimodal community.

ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

X	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
X	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
X	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
X	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
X	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

This project aligns with goals outlined in the City’s Active Transportation Master Plan (ATMP), a qualified safety plan; the Southside Community Specific Plan, and the Carbon Neutrality Plan, 2 as well as MetroPlan’s Regional Strategic Transportation Safety Plan and Regional Transportation Plan, all which were developed with extensive public outreach and community input.” “According to the City’s Carbon Neutrality Plan, 30% of emissions in the city come from transportation and vehicle miles traveled must be held at 2019 levels to reach this goal. The City realizes there must be a focus on creating a safe, connected and comfortable bike, pedestrian and transit network to achieve this goal.” To reach these goals, “the project promotes climate action and sustainability through the creation of comfortable cycling infrastructure that will attract interested but concerned riders.” “The protected intersections reduce conflict points by eliminating merging and weaving points. They will provide better sight distance between drivers and vulnerable users; promote yielding to vulnerable users and include a leading pedestrian interval; decrease the crossing distance for vulnerable users and decrease the speed of right turning vehicles with tighter curb radii.” “These improvements will attract people who are “interested but concerned” cyclists estimated at 51-56% of population and supported by a MetroPlan statistically valid survey indicating approximately 62% of residents foresee using multimodal travel more often in the future.

**ATTACHMENT E
LABOR AND WORKFORCE**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
X	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.</p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

2. Supporting Narrative.

The scale of this project is highly likely to draw several local contractors who can perform work of this scale and have experience delivering federal projects. The voters have approved an increase to the minimum wage well above the national average, currently at \$17.40 per hour that ensures competitive wages will be paid due to a very competitive job market. The City’s procurement process will include language that encourages Disadvantaged Business Enterprises (DBE) to bid and procurement provisions will include required DBE language and labor requirements of the grant. According to the Climate and Economic Justice Screening tool, the tract is in the 96th percentile for housing costs, and the 96th percentile for poverty making these important, well-paid positions. The City will employ a Transportation Technician, an NAU student, who will learn design, procurement and project management processes throughout the construction. Speed evaluation will include mentorship of new Transportation Engineers. We will comply with all federal terms and conditions.

**ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
X	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

Section 6(f): The Arizona State Parks Department’s Land and Water Conservation Fund (LWCF) Act interactive map was accessed to identify whether parks or recreation project site have received LWCF funds. While the City of Flagstaff obtained a LWCF grant in 1991 for the FUTS, this project will not impact FUTS trails. • Section 404: No Section 404 permit is required for this project. • Floodway: While the project crosses over floodway, it does so on an existing structure and will not make changes to that structure. Therefore, there is no impact on Floodway or work affecting the base flood plain elevations. • Noise: This project does not involve any Type 1 project activities related to noise. • Air quality: The project is located in an attainment area for all seven criteria pollutants for which the U.S.EPA has established National Ambient Air Quality Standards. • There are no Coast Guard bridges, wild and scenic rivers, nor coastal management zones.

EXHIBIT C

**ARIZONA DEPARTMENT OF TRANSPORTATION
PROGRESS PAYMENT REPORT**

Report No.			IGA	24-0010895-I		
ADOT PO #			PROGRESS			
Item No.			FINAL			
Federal-aid No.						
ADOT Project No.	T0629 01D 01C					
Name of Project	Butler Avenue; Milton Road (Route 66) — Sawmill Road					
Name of Vendor	City of Flagstaff (IV0000002739)					
REMIT PAYMENT TO:	City of Flagstaff, ATTN: Stacey Brechler-Knaggs, 211 West Aspen Avenue, Flagstaff, AZ 86001					
Date Started :	Estimated Completion Date:	% Billed	% Complete			
SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED						
Items	DESCRIPTION	Hours	CONTRACT AMOUNT	Previous Accumulative Amount	Current Month	Accumulative Amount
	PER IGA 24-0010895-I See Attached					\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
					Total to Date	\$0.00
Submitted By: _____ Date: _____					Total Previous Report	\$0.00
Approved By: _____ ADOT Project Manager					Current Report	\$0.00

IGA 24-0010895-I
Exhibit D

AZ SMART Fund Project - SAMPLE CLOSEOUT LETTER TO ADOT

Place on Sponsoring Agency's Letterhead

***Note: All items in red should be removed and replaced with the required information prior to submission to the ADOT Multimodal Planning Division. Please email**

(Insert Date)

ADOT Multimodal Planning Division
AZ SMART Fund Program
1611 W Jackson
Phoenix, AZ 85007

Re: AZ SMART Project Closeout

ADOT Project Number: T0629 01D 01C
Project Name: Butler Avenue Complete Streets Conversion Project
Federal Discretionary Grant received or to be pursued:
COG/MPO:
COG/MPO TIP ID Number:

To Whom It May Concern:

The **(Insert sponsoring agency's name)** received the final deliverables on **(Insert date)** for the above referenced AZ SMART project.

The undersigned certifies that:

1. The work in the subject contract has been inspected for deficiencies;
2. The required project review was conducted by representatives of **(Insert sponsoring agency's name)**, **(Insert COG/MPO)** and ADOT on **(Insert date)** (if applicable);
3. The contractor has fulfilled all contractual obligations; and
4. The contractor was paid in full by **(Insert sponsoring agency's name)** on **(Insert date)**.

Attached is the following required documentation:

***Note: All Final Acceptance letters to the AZ SMART Fund Program will be returned *without* action unless all items listed below are submitted with this letter.**

- An invoice for the final eligible costs on the project;
- Documentation reflecting payment in full by **(Insert sponsoring agency's name)** to the contractor; and
- The project final acceptance letter from **(Insert sponsoring agency's name)** to the contractor.

Please consider this project as accepted and complete. Please contact us if you have any questions regarding this request or require additional information. Thank you.

Sincerely,

Project Manager Name

Title

Agency

Address

City, AZ, Zip code

Phone Number

Email address