

ARIZONA DEPARTMENT OF TRANSPORTATION

UTILITY AND RAILROAD ENGINEERING SECTION

UTILITY AGREEMENT

Between

THE STATE OF ARIZONA

and

**ROOSEVELT IRRIGATION DISTRICT,
An Arizona Municipal Corporation**

Agreement	3800-22-RID
TRACS NO.	303L MA 105 H6870 01U
PROJECT NO.	RARF-303-A(219)T
HIGHWAY:	LOOP SR303
Location:	(COTTON LN) VAN BUREN ST - MC85

THIS AGREEMENT is made between the STATE OF ARIZONA, acting through its DEPARTMENT OF TRANSPORTATION, and ROOSEVELT IRRIGATION DISTRICT, an Arizona Municipal Corporation. All lettered exhibits are incorporated and made a part of this agreement by reference and attachment regardless of designation or alphabetical order.

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Exhibit "A": Cost Estimate

Exhibit "B": Plans for Relocation

Exhibit "BA" for "Buy America" Requirements 23 CFR 635.410

Exhibit "C": Prior Rights Documentation

Exhibit "D": Construction Schedule

Exhibit "E": RID Utility Guideline

I. RECITALS

The purpose of this agreement is to enable the Arizona Department of Transportation to complete a highway project. In order to complete this project, it is necessary for the UTILITY to RELOCATE existing UTILITY facilities belonging to the UTILITY.

Existing RID facilities in the area include approximately 2.5 miles of lateral pipeline, .5 mile of lateral concrete lined ditch, multiple ancillary structures including an irrigation turnout, and 4 intersecting junctions at which point east-west laterals join with lateral 7 and 7WW. It has been determined that the above facilities adjacent to the existing Cotton Lane will conflict with the proposed expansion of Loop 303.

The UTILITY's facilities to be relocated have PRIOR RIGHTS by virtue of their existence within certain easements, conveyances and deeds, including items described in Exhibit "C", or by virtue of their existence in the roadway before it was a roadway.

II. DEFINITIONS

- A. ADOT means THE ARIZONA DEPARTMENT OF TRANSPORTATION.
- B. ADOT EMERGENCY means a utility failure, which affects the safety of the motorist or the highway.
- C. AGREEMENT means this specific agreement and all attachments incorporated by reference.
- D. A.R.S. means Arizona Revised Statutes.
- E. BACK CHARGE means to invoice and collect from the UTILITY for costs to ADOT caused by the UTILITY not completing WORK in accordance with AGREEMENT schedule.
- F. CONSTRUCTION PROJECT NO. means the roadway construction project number utilized for ADOT construction PROJECT, which is 303 A(ASO)T.
- G. CONSTRUCTION TRACS NO. means the roadway construction Accounting number utilized for ADOT construction PROJECT, which is 303L MA 105 H8670 01C.
- H. CONTROLLED ACCESS means locations where owners or occupants of abutting lands and other persons have no legal right of access, e.g., freeway lanes and freeway ramps.
- I. DOCUSIGN means the electronic service used for all signatures to this agreement. The DOCUSIGN tracking will be made a part of this agreement by merging the files.
- J. MUTCD means the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
- K. PRIOR RIGHTS means rights associated with one party's use or occupancy of land, or with the facilities located on such land, that are, because of priority in time or other reasons, superior to the rights of the other party.
- L. PROJECT means this ADOT roadway construction project.
- M. RELOCATE or RELOCATION means to move or adjust a UTILITY facility to avoid conflict with PROJECT construction.
- N. RELOCATED FACILITIES means the facilities are moved or adjusted.
- O. UTILITY means ROOSEVELT IRRIGATION DISTRICT, an Arizona Municipal Corporation.
- P. UTILITY EMERGENCY means any failure or condition affecting UTILITY's relocated facilities that has a substantial effect on UTILITY's functions and requires immediate action to remedy the failure or condition.
- Q. UTILITY PROJECT NO. means ADOT's utility relocation project number, which is 303 A(ASO)T.

- R. UTILITY TRACS NO. means ADOT's utility relocation Accounting number utilized for UTILITY's relocation work, which is 303L MA 105 H8670 01D.
- S. WORK means pre-engineering, engineering, management, administration, design, preparation of plans, specifications, construction labor, materials and equipment called for in the AGREEMENT, including approved changes in scope.
- T. WORKING DAY means a calendar day, exclusive of Saturdays, Sundays and ADOT recognized holidays, on which weather conditions will permit the UTILITY construction operations to proceed for a major part of the day with the normal working force.

III. AGREEMENT

A. Construction Requirements

The UTILITY shall furnish all necessary engineering, management, administration, design, plans, specifications, construction labor, material and equipment covering the RELOCATION of and/or adjustments to its existing facilities in accordance with the UTILITY cost estimate and plans marked EXHIBIT "A" and EXHIBIT "B", respectively.

1. Staking

ADOT shall provide adequate horizontal and vertical survey control. The grade and alignment of the RELOCATION shall be staked by UTILITY as shown on EXHIBIT "B" after survey controls have been established by ADOT.

2. Remove Abandoned Facilities

Upon written approval from UTILITY, ADOT, at its sole expense, shall remove any of the existing facilities which are identified on EXHIBIT "B" to be removed by ADOT.

3. Ownership of Facilities

UTILITY shall be the sole owner of RELOCATED FACILITIES constructed under this AGREEMENT. Nothing herein shall be construed as conveying or granting any right, title or interest in the RELOCATED FACILITIES to anyone other than the UTILITY.

4. Maintenance

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

5. Control of Materials

Steel and iron materials and products used on this RELOCATION shall comply with the current "Buy America" requirements of 23 CFR 635.410 and conform to the requirements of ADOT Standard Specifications; subsection 106.15 as indicated in Exhibit "BA."

B. Transfer of Land Interests

The UTILITY will grant and convey to ADOT any rights, title and interest which the UTILITY has in the land within ADOT's right-of-way limits of the PROJECT that is no longer occupied by the UTILITY.

1. Temporary Construction Easement

ADOT shall provide at no expense to UTILITY, any temporary construction easement necessary for the performance of the RELOCATION.

C. Permit

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

1. Normal Permit for Non-Prior Rights Facilities

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

2. Joint Occupancy

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

3. Permit with Prior Rights

ADOT will grant to the UTILITY an ADOT Highway Right-of-Way Permit with PRIOR RIGHTS for its facilities with PRIOR RIGHTS. The Utility and ADOT agree that no provision of the Permit with Prior Rights or any amendments thereto shall in any way be interpreted as being inconsistent with this Agreement. If at any time hereafter, the right-of-way, or any portion thereof, occupied and used by the UTILITY may be needed or required by ADOT, the UTILITY shall and will relocate all property belonging to the UTILITY at the full cost and expense of ADOT.

D. Traffic

The UTILITY shall not maintain, construct, reconstruct, inspect or operate any of its facilities from highway traffic lanes or ramps within the CONTROLLED ACCESS right-of-way unless approved. In case of an ADOT EMERGENCY involving UTILITY's facilities, UTILITY shall have reasonable use of the roadway notwithstanding the foregoing restriction. In case of a UTILITY EMERGENCY, UTILITY shall have use of ADOT right of way outside the highway traffic lanes or ramps as it reasonably deems necessary to correct, repair, replace or reconstruct facilities affected by the UTILITY EMERGENCY. The UTILITY shall, as soon as practical during any ADOT EMERGENCY or UTILITY EMERGENCY repairs, provide appropriate safety devices to protect the highway user as set forth in the MUTCD (including all official changes thereto), for all work within ADOT right of way.

E. Start/Completion Date

Prior to submitting the first invoice to ADOT, the UTILITY will notify ADOT, in writing, of the actual UTILITY construction start date. The UTILITY design and construction start dates shall not be prior to receiving a notice to proceed for each from ADOT. Prior to submitting the final invoice to ADOT, the UTILITY agrees to notify ADOT, in writing, of the actual UTILITY completion date.

F. Subcontracting

The UTILITY may, if not adequately staffed or equipped to perform the WORK required under this AGREEMENT, subcontract for the WORK using a proper competitive bidding process. The UTILITY is hereby given permission to subcontract to the lowest responsible bidder. The UTILITY agrees to furnish the bid amount of the successful bid to ADOT, upon request. If the UTILITY wishes to subcontract to other than the lowest responsible bidder, the UTILITY must provide to ADOT the amount of the lowest responsible bidder and the amount of the bid from their chosen bidder along with written justification for the proposed choice. The UTILITY agrees no selection will be made, other than the lowest responsible bidder, without ADOT's concurrence and written approval. ADOT approval shall not be unreasonably withheld.

G. Blue Stake

For WORK performed by ADOT's contractor for the PROJECT, it is understood that ADOT is acting as a third party on behalf of the UTILITY, administering the construction of UTILITY's facilities. At no time is ADOT to be considered the owner of, or locator for, the UTILITY's facilities. ADOT's contractor for the PROJECT shall locate any underground facilities installed by ADOT's contractor (or subcontractor of any tier) for ADOT's

PROJECT as prescribed by A.R.S. 40-360.21 through 40-360.32, until (i) the PROJECT is accepted by ADOT and ADOT has given UTILITY one month's prior notice or (ii) until the time the facility is tested and placed into service by UTILITY, at which time (whichever is earlier) UTILITY shall assume Blue Staking responsibility. The transfer of Blue Stake responsibility to UTILITY shall not affect UTILITY's rights to inspect the RELOCATED FACILITIES, to require correction of any defects, or any other rights under this AGREEMENT.

H. Acceptance Date

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

IV. SCHEDULES AND PAYMENTS

A. UTILITY CONSTRUCTION Schedule

The UTILITY shall perform the required RELOCATION in accordance with the UTILITY schedule in Exhibit "D". The schedule is defined in WORKING DAYS from start of RELOCATION to completion.

1. Schedule Changes

The UTILITY shall not be authorized to extend the time schedule beyond the time frame designated in Exhibit "D", unless or until so authorized by ADOT in writing.

2. UTILITY Failure to Meet Schedule

If UTILITY does not complete its RELOCATION in accordance with Exhibit "D", and/or any subsequent authorized extension to said schedule and the delay is caused by UTILITY's acts or failure to act and ADOT notifies UTILITY of a conflict or interference with ADOT's contractor, then UTILITY shall be responsible and may be BACK CHARGED by ADOT for any reasonable costs incurred by ADOT or by ADOT's contractor as a result of such delay. Despite any such delay, UTILITY shall work as expeditiously as possible under the circumstances to complete the work. If UTILITY's WORK is impacted by circumstances beyond its control, UTILITY's schedule duration shall be adjusted accordingly, in writing by ADOT.

3. Payments for Interference

Neither party shall unreasonably interfere with the other party in connection with work to be performed pursuant to this AGREEMENT. Any reasonable costs incurred by either party in connection with such unreasonable interference, including any BACK CHARGE because of UTILITY failure to meet the schedule, shall be paid by the interfering party, to the party incurring such costs, within ninety (90) calendar days after receipt of an invoice indicating such costs. Any charges with which the interfering party disagrees shall be paid to the party incurring such costs under protest, subject to resolution through compromise, arbitration, or adjudication as provided by this AGREEMENT.

B. Payments

ADOT will reimburse the UTILITY for the actual cost of WORK, subject to ADOT's right to audit the UTILITY costs, required to be completed as shown on Exhibit "B" including any changes approved by ADOT. The estimated cost of the RELOCATED FACILITY is set forth in Exhibit "A". ADOT is not responsible for any costs which are betterments or enhancements to the RELOCATED FACILITIES. The parties agree that the items listed on Exhibit "A" (except for any items identified to be paid by UTILITY) do not constitute betterments or enhancements within the meaning of this AGREEMENT.

1. Changes in Scope of Work

In the event conditions or circumstances require a change in the scope of the UTILITY's work on the RELOCATION as set forth in Exhibit "B", each party shall agree in writing to the changes, including payment responsibilities prior to doing the work. ADOT shall not be responsible for any costs associated with any change in the scope of the UTILITY's work until ADOT approves the change in writing. The schedule for completion of UTILITY's WORK shall be adjusted to accommodate the change in scope and the time necessary for ADOT to process the change request.

2. Cost Increases

ADOT approval is required for any invoice total which exceeds the cost estimate set forth in Exhibit "A" plus any approved changes by more than ten percent (10%). Invoices which exceed the original or revised estimated cost by more than ten percent (10%), without prior written approval, shall be returned to the UTILITY pending resolution.

3. Submission of Invoices

The UTILITY may submit to ADOT itemized monthly invoices for the WORK costs from the date of ADOT's authorization for the UTILITY to proceed with the engineering and/or RELOCATION. Except for the final invoice, monthly invoices shall only be submitted for costs of five hundred dollars (\$500) or more. The UTILITY shall, within ninety (90) days after completion of WORK, submit to ADOT detailed invoices covering the actual cost of all WORK, including applicable taxes and standard UTILITY overhead and subcontracting administration fees. Invoices shall include the appropriate AGREEMENT and UTILITY TRACS numbers and shall be labeled as "Progress Invoice" or "Final Invoice", as the case may be. A detailed cost run summary will be prepared and submitted together with the final invoice. Costs shall be accumulated and invoiced in accordance with the Federal Acquisition Regulations. The United States Code of Federal Regulations, 23 CFR 645 A and 23 CFR 635.410 are incorporated into this AGREEMENT by reference. In the absence of a compliant accounting system, ADOT will allow a charge for Overhead and Indirect Costs equal to 5% of the total labor, labor surcharges and materials. This charge does not include any amount based on allowable subcontracts included in the AGREEMENT. If the UTILITY wishes to use an existing continuing contract with a subcontractor, they shall provide ADOT with support as to the reasonableness of the cost. ADOT will provide specific approval if the costs are deemed reasonable.

4. Payment of Invoices

ADOT agrees to pay the UTILITY the invoiced amount within thirty (30) days of receipt, provided the UTILITY has complied with all conditions of this AGREEMENT.

5. Reimbursements

The UTILITY shall reimburse ADOT, within ninety (90) days of receiving written notification, for any amounts ADOT disallows as a result of its audit. Any audit exceptions with which the UTILITY disagrees shall be paid to ADOT, under protest, subject to resolution by ADOT and the UTILITY through compromise, arbitration or adjudication as provided for in this AGREEMENT.

V. LIABILITY

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

VI. STATUTORILY MANDATED TERMS

A. Arbitration

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

B. Budget Limitations

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

C. Executive order 75-5 and 2009-9

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

D. Cancellation by Governor

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

VII. MISCELLANEOUS CONDITIONS

A. Communication for this AGREEMENT

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

Arizona Department Of Transportation
Utility and Railroad Engineering Section
Attn.: Engineer - Manager
205 South 17th Avenue, Mail Drop 618E
Phoenix, AZ 85007
FAX: (602) 712-3229

Roosevelt Irrigation District
103 W Baseline Rd
Buckeye, Az 85326
Attn: Donovan Neese
(623) 670-4760

B. AGREEMENT Content and Modification

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

C. Laws

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

D. Breach of AGREEMENT

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

E. Records Retention and Audit

All books, accounts, reports, files and other records relating to this AGREEMENT shall be subject at reasonable times to inspection and audit by ADOT for five (5) years after the receipt of final payment. Such records shall be produced by the UTILITY at any ADOT office as designated by ADOT. At ADOT's discretion said inspection and audit may be held at UTILITY's office during normal business hours. ADOT shall conduct its inspection and audit at its expense, including UTILITY's audit costs.

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

Roosevelt Irrigation District


ARIZONA DEPARTMENT OF
TRANSPORTATION

By: DONOVAN NEESE

Title: Superintendent

Its: _____

Date: _____

Signed by: _____

471D8704AFD64A3...

12/8/2025

JENNIFER, DIRECTOR

Victoria Bever

By: _____

Victoria D. Bever, Manager
Utility & Railroad Engineering

Date: _____

12/8/2025

EXHIBIT BA
AGREEMENT NO. 3800-22-RID
H6870 01C SR 303 VAN BUREN TO MC85

BUY AMERICA

Build America, Buy America (BABA) Act establishes a requirement to use certain domestically produced materials on federally funded projects. This applies to

- Iron and steel
- Manufactured products
- Construction materials

Utility and Railroad will use the same BABA specifications as all of ADOT. Therefore, add:

(106DMAT, 02/15/11)

SECTION 106 CONTROL OF MATERIALS: of the Standard Specifications is modified to add:

106.15 Domestic Materials and Products:

Steel and iron materials and products used on all projects shall comply with the current "Buy America" requirements of 23 CFR 635.410.

All manufacturing processes to produce steel and iron products used on this project shall occur in the United States. Raw materials used in manufacturing the steel and iron products may be foreign or domestic. Steel or iron not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either 0.1 percent of the total (final) contract cost or \$2,500 whichever is greater.

Any process which involves the application of a coating to iron or steel shall occur in the United States. These processes include epoxy coating, galvanizing, painting, or any other coating which protects or enhances the value of covered material.

The requirements specified herein shall only apply to steel and iron products permanently incorporated into the project. "Buy America" provisions do not apply to temporary steel items, such as sheet piling, temporary bridges, steel scaffolding and falsework, or to materials which remain in place at the contractor's convenience.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05, which state that steel or iron products incorporated in the project meet the requirements specified. Certificates of Compliance shall also certify that all manufacturing processes to produce steel or iron products, and any application of a coating to iron or steel, occurred in the United States.

Convict-produced materials may not be used unless the materials were produced prior to July 1, 1991 at a prison facility specifically producing convict-made materials for Federal-aid construction projects.

(106CMATLS, 12/21/23)

SECTION 106 CONTROL OF MATERIALS: of the Standard Specifications is modified to add:

106.17 Construction Materials:

A construction material, when used on a federal-aid construction project shall comply with the requirements of Build America, Buy America (BABA) Act specified in Title IX, Subtitle A, Part 1, Sections 70901 and 70911-70918 (Pub. L. No. 117-58 §§ 70901; §§ 70911-70918) of the Infrastructure Investment and Job Act (IIJA).

A “construction material” that is permanently incorporated on the project shall include an article, material, or supply that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
3. Glass (including optic glass);
4. Fiber optic cable (including drop cable);
5. Optical fiber;
6. Lumber;
7. Engineered wood; or
8. Drywall.

Items manufactured through a combination of either two or more materials listed above, or at least one of the materials listed above and a material not listed shall be considered as a manufactured product, rather than as a construction material.

Build America, Buy America provisions specified for manufactured products in Section 70912(6)(B) of the IIJA, do not apply to federal-aid construction projects per FHWA’s existing statutory requirement applicable to manufactured products. A “manufactured product” is considered to be an item that undergoes one or more manufacturing processes before the item can be used on a federal-aid construction project.

Construction materials shall not include cement and cementitious materials; bituminous materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

All construction materials shall be produced in the United States. This means, all manufacturing processes to produce the construction materials shall occur in the United States. All manufacturing processes for construction materials shall mean the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05 of the specifications, which shall state that the construction materials incorporated in the project meet the requirements specified herein. Certificates of Compliance shall also certify that all manufacturing processes to produce construction materials occurred in the United States.

If the total cost of construction materials incorporated in the project is no more than 5% of the original contract amount or \$1,000,000, whichever is lesser, the requirements specified herein will not apply for such construction materials.

Convict-produced materials are prohibited in accordance with the requirements of 23 CFR 635.417.

EXHIBIT C
 AGREEMENT NO. 3800-22-RID
 H6870 01C SR 303 VAN BUREN TO MC85
PRIOR RIGHTS DOCUMENTATION



Our True North: *Safely Home*

Katie Hobbs, Governor
 Jennifer Toth, Director
 Gregory Byres, Deputy Director/State Engineer
 Steve Boschen, Division Director

October 19, 2023

Donovan Neese
 Roosevelt Irrigation District
 103 W. Baseline Road
 Buckeye, AZ 85326
 dneese@rooseveltirrigation.org

Subject: Tracs: 303L MA 105 H6870 01D
 Project: RARF 303 A(ASO)S
 Location: LOOP 303 (COTTON LN) VAN BUREN ST - MC85
 ADDITIONAL Prior Rights Determination
 Extension to MC 85

Dear Mr. Neese,

This letter is in regards to the ADDITIONAL determination of prior rights to the Roosevelt Irrigation District (RID) facilities impacted by the Arizona Department of Transportation (ADOT) Loop 303 MC 85 Van Buren Street project. The determination of these additional Prior Rights are due to adding scope to the project.

The following descriptions are the locations and stations where Roosevelt Irrigation District has a **Prior Right**.

Location	Type	Length (FT)	Description
Sta 1086+50, 437' LT to Sta 1106+33, 1190' RT (UPRR)	Open lateral - Ditch	2750	Date 9-25-2013 Union Pacific Railroad and Roosevelt Irrigation District Agreement Folder # 2806-78 Aduit # 269704

Location	Type	Length (FT)	Description
Sta 1117+14, 282' LT to Sta 1122+69, 204' LT 175th Ave Crossing	Open lateral - ditch	740	Easement for Right of Way Book 238 Page 271 of Deeds Records of Maricopa County
Sta 1086+50, 437' LT to Sta 1074+78, 1203' LT Embankment and SR 30 R/W	Open lateral - ditch	2090	Easement for Right of Way Book 238 Page 10 Book 238 Page 476 of Deeds Records of Maricopa County
Sta 1117+14, 282' RT to Sta 1106+33, 1190' RT 175th Ave north	Open lateral - ditch	1360	Easement for Right of Way Book 238 Page 271 of Deeds Records of Maricopa County

This letter is a summary of all prior rights sent and does not reflect the conflicts. Please note that only the conflicts relocations are compensated.

Please use the prior rights determination to provide a cost estimate for the design and construction that properly accounts for ADOT's responsibility to reimburse Roosevelt Irrigation District for the cost of relocation of facilities with prior rights. The locations will be detailed in the contract documents for proper field verification of installed lengths and for the preparation of as built drawings.

This information will be also used for the preparation of the payable agreements between ADOT and Roosevelt Irrigation District.

If you have any questions or need more information please contact me at ehitchcock@azdot.gov or 602-712-8658.

Sincerely,

Eric Hitchcock

Eric Hitchcock
ADOT Utility Engineering Coordinator
205 S 17th Ave
Phoenix, Az. 85007

Cc:

Tricia Brown , ADOT Project Manager
Curt Slagell , Project Engineer AZTEC Engineering
Diana Kelly , Project Engineer Stanley Consultants
Vicki Bever, ADOT Utility and Railroad Engineering Manager

Exhibit D
Construction Schedule
AGREEMENT NUMBER 3800-22-RID

Exhibit D

Phase 1	South of UPRR
STA	1080+00 to 1087+00
Days	29

Phase 2	UPRR Right of Way
STA	1095+00
Days	14

Phase 3	175th Avenue
STA	1120+00
Days	80

Phase 4	Elwood to Yuma Rd
STA	1155+00 to Aprox 1213+00
Days	184

Phase 5	Yuma Rd to Canyon Trails (East Side)
STA	1213+00 to 1254+00
Days	105

Phase 6	Cotton Lane Crossing
STA	1235+00
Days	62

Phase 7	North of Yuma Rd to Van Buren St
STA	1235+00 to 1267+50
Days	58

Exhibit E

Roosevelt Irrigation District

Irrigation and Drainage System Relocation Guidelines for Land Development and/or Municipal Infrastructure Improvements

September 2022

6. Utilities

District facilities have senior prior rights over most municipal and public service utility lines. All utility lines must cross beneath the District facilities. Single service residential water lines and landscape irrigation of 1" or less may be added above a District pipeline with a 6" minimum clearance, if approved by the District. Utility crossing of an active RID facility must comply with one of the following:

- Outside of the annual 2 week dry-up in November, jack and bore is required
- Open trench only allowable during annual dry-up or with prior approval by District.

The developer is solely responsible for the coordination and relocation of all conflicting utilities.

Certificate Of Completion

Envelope Id: 21EC95BD-7519-4AB9-950B-72B6A233EBB9
 Subject: Complete with Docusign: 3800-22-RID-H6870-303L-MC 85 Van Buren 4.pdf
 Source Envelope:
 Document Pages: 87
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Arizona

Status: Completed
 Envelope Originator:
 Henry Miranda
 206 S 17th Ave
 Phoenix, AZ 85007
 HMiranda@azdot.gov
 IP Address: 47.215.157.143

Record Tracking

Status: Original
 12/5/2025 5:23:26 PM
 Holder: Henry Miranda
 HMiranda@azdot.gov
 Location: DocuSign

Signer Events

Donovan Neese
 dneese@rooseveltirrigation.org
 Superintendent
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 471D8704AFD64A3...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 72.215.203.190

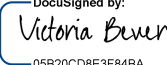
Timestamp

Sent: 12/7/2025 10:31:54 AM
 Resent: 12/7/2025 10:34:48 AM
 Viewed: 12/8/2025 8:04:50 AM
 Signed: 12/8/2025 3:38:11 PM

Electronic Record and Signature Disclosure:

Accepted: 12/8/2025 8:04:50 AM
 ID: d67aeaaa-38e8-4ad2-a682-8bed062f927b

Victoria Bever
 VBever@azdot.gov
 Manager, Utility & Railroad Engineering
 Arizona Dept of Transportation
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 05B20CD8E3F84BA...
 Signature Adoption: Pre-selected Style
 Using IP Address:
 2605:59c0:43f5:e008:94a2:a5b:fd01:797b

Sent: 12/8/2025 3:38:27 PM
 Viewed: 12/8/2025 7:37:58 PM
 Signed: 12/8/2025 11:04:16 PM

Electronic Record and Signature Disclosure:

Accepted: 2/28/2025 7:14:53 PM
 ID: 5e522b2f-60d8-4b0e-b2ec-101b30c31e58

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Henry Miranda
 HMiranda@azdot.gov
 ADOT
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 12/8/2025 11:04:34 PM
 Resent: 12/8/2025 11:05:13 PM
 Viewed: 12/9/2025 3:36:25 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
<p>Lorraine Hernandez lhernandez@azdot.gov Arizona Dept of Transportation Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 12/8/2025 11:04:35 PM Viewed: 12/9/2025 8:02:51 AM</p>
<p>Donovan Neese dneese@rooseveltirrigation.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 12/8/2025 11:04:35 PM</p>
<p>Victoria Bever VBever@azdot.gov Manager, Utility & Railroad Engineering Arizona Dept of Transportation Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/28/2025 7:14:53 PM ID: 5e522b2f-60d8-4b0e-b2ec-101b30c31e58</p>	COPIED	<p>Sent: 12/8/2025 11:04:37 PM</p>
<p>Nicole Morgan Nicole.Morgan@azag.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/20/2025 2:54:29 PM ID: 4488730b-663c-4179-8373-ec671888fb7a</p>	COPIED	<p>Sent: 12/8/2025 11:04:38 PM</p>

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	12/7/2025 10:31:54 AM
Envelope Updated	Security Checked	12/7/2025 10:34:47 AM
Certified Delivered	Security Checked	12/8/2025 7:37:58 PM
Signing Complete	Security Checked	12/8/2025 11:04:16 PM
Completed	Security Checked	12/8/2025 11:04:38 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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