



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 4/17/2018

*** = Mandatory, information must be provided**

or Procurement Director Award

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

Federal Highway Administration/Central Federal Lands Highway Division (CFLHD)

***Project Title/Description:**

Design and Construction of Improvements as part of the project known as King Canyon Trailhead.

***Purpose:**

Modification of the Memorandum of Agreement with CFLHD. This modification extends the Agreement's period of performance to December 15, 2020. It also changes the FHWA Program Contact to Micah Leadford and it adds any preliminary engineering work on the AZ FLAP 62(f) Kings Canyon Trailhead project as stated in the attached project Memorandum of Agreement (MOA) dated July 17, 2017. The original contract may be found under CT 17-231. Search contract number 17%231 in eContracts.

***Procurement Method:**

Non-Procurement Contract as identified in BOS D29.4

***Program Goals/Predicted Outcomes:**

Paving and increasing the capacity of the trailhead parking lot and providing safer access to and from Kinney Rd.

***Public Benefit:**

Improved access to recreational facilities in Pima County.

***Metrics Available to Measure Performance:**

Standard engineering design performance measures (scope, budget and schedule, quality/stakeholder reviews, etc.)
Standard construction performance measures (schedule and budget, quality control testing, material submittals, etc.)

***Retroactive:**

No

To: COB. 3.28.18
pgs. 17
(1)

Contract / Award Information

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

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ _____

***Funding Source(s) required:**

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

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

***Is the Contract to a vendor or subrecipient?**

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: CT Department Code: TR Contract Number (i.e.,15-123): 17-231

Amendment No.: 1 AMS Version No.: 4

Effective Date: 4/17/2018 New Termination Date: 12/15/2020

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ 0

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:**

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

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

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

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:**

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

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

*Funding Source: _____

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

Contact: Stephen Wilson (Return contracts back to Michelle Guardado 724-2663)

Department: Transportation Telephone: 724-5912

Department Director Signature/Date: [Signature] 3/22/2019

Deputy County Administrator Signature/Date: [Signature] 3/23/18

County Administrator Signature/Date: [Signature] 3/23/18
(Required for Board Agenda/Addendum Items)

CONTRACT

NO. CT-TR-17-231

AMENDMENT NO. 01

This number must appear on all invoices, correspondence and documents pertaining to this contract.

**Federal Highway Administration
Federal Lands Highway
AGREEMENT**

**DTFH68-17-E-00001
Modification #001**

PARTIES TO THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
Pima County Department of Transportation, Traffic Engineering division 1313 S. Mission Road, Bldg. #9 Tucson, AZ 85713	Federal Highway Administration Central Federal Lands Highway Division 12300 West Dakota Ave Lakewood, CO 80228
DUNS Number: 074477969 TIN: 86-6000543	DUNS Number 126129936

POINTS OF CONTACT FOR THE AGREEMENT

Reimbursing Organization Finance Point of Contact	Organization to be Reimbursed Finance Point of Contact
Name: Michael Schaeffer Address: 130 W. Congress, 7 th floor Tucson, AZ 85701 Phone: 520-724-7709 E-mail: Michael.schaffer@pima.gov	Name: Suzanne Schmidt Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3356 E-mail: Suzanne.schmidt@dot.gov
Reimbursing Organization Program Point of Contact	Organization to be Reimbursed Program Point of Contact
Name: Stephen Wilson Address: 1313 S. Mission Road, Bldg. #9 Tucson, AZ 85713 Phone: 520-724-5912 E-mail: Stephen.wilson@pima.gov	Name: Micah Leadford Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3498 E-mail: micah.leadford@dot.gov

PERIOD OF PERFORMANCE	LEGAL AUTHORITY
FROM: January 11, 2017 TO: December 15, 2020	23 U.S.C. 201 and 204

TOTAL AGREEMENT AMOUNT	PAYMENT TERMS AND SCHEDULE
Original Agreement Amount: \$5,000.00 Modification #001: \$0.00	EFT

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES

This Modification (#001) extends the Agreement's period of performance to December 15, 2020. This modification changes the FHWA Program Point of Contact to Micah Leadford. This modification also adds any preliminary engineering work on the AZ FLAP 62(1) Kings Canyon Trailhead project as stated in the attached project Memorandum of Agreement (MOA) dated July 17, 2017 and any future modifications made to this MOA.

AUTHORIZED APPROVALS

For Reimbursing Organization	For Organization to be Reimbursed
Please see next page for Pima County Signatures	
Signature _____ Date _____	Signature _____ Date _____ Contracting Officer

FEDERAL HIGHWAY ADMINISTRATION
FEDERAL LANDS HIGHWAY AGREEMENT
MODIFICATION # 001

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

TOBIN ROSEN

Print DCA Name

3/21/18

Date

Statement of Work
Project: AZ FLAP 62(1) King Canyon Trailhead
Reimbursable Agreement No.: DTFH6817E00001
Modification #001
9/19/2016

- I. **Introduction:** Pima County will provide funding to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) to perform scoping activities for the AZ FLAP 62(1) King Canyon Trailhead project. Pima County will be referred to as the Requesting Agency. CFLHD will be referred to as the Servicing Agency.
- II. **Location:** Pima County, AZ
- III. **Work Required:** The work required will include the development of a scoping summary, scoping report, and preliminary estimate for design, construction, and construction engineering to verify the scope and cost for the proposed project and any preliminary engineering work as stated on the attached project Memorandum of Agreement dated July 17, 2017.

The scope of this project will include the sight distance improvements along Kinney Road at the King Canyon Trailhead parking area including moving the entrance, slope improvements, other sight distance related items, and safety improvements. Work will also include the expansion of the parking area by 25-30 spaces, concrete curbing, and minor drainage improvements.

This Agreement does not obligate (commit to the expenditure of) Federal funds for construction nor does it commit the parties to complete the project. This agreement documents the intent of the parties and commits the Requesting Agency to provide its share of eligible project costs. The Requesting Agency understands that any final decision as to design and construction will be made by the Programming Decisions Committee (PDC) after completion of the scoping effort and any environmental analysis required under the National Environmental Policy Act (NEPA). Any decision to proceed with the design and construction of the project will depend on the availability of appropriations and matching funds at the time of obligation and other factors, such as issues raised during the NEPA processes, a natural disaster that changes the need for the project, or a change in Congressional authorization.

- IV. **Non-Federal Share of Costs:** The estimated project costs for scoping are as follows:

PROJECT BUDGET			
Item	Estimated Cost	Comments	
Scoping	\$87,720	Total scoping costs are estimated to not exceed \$60k. The estimated cost is calculated based on \$5,000 limit for match.	
PROJECT FUNDING			
Funding Source	Estimated Funding	% of Total Project	Comments

Statement of Work
Project: AZ FLAP 62(1) King Canyon Trailhead
Reimbursable Agreement No.: DTFH6817E00001
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Federal Lands Access Program	\$82,720	94.30%	
Pima County	\$5,000	5.70%	Cash Match
Total	\$87,720		

The Requesting Agency will provide non-federal local matching funds in the amount of 5.70% of the total Federal Lands Access Program eligible costs required to complete the work as shown above.

The Requesting Agency is not required to reimburse CFLHD for any costs incurred prior to the date of this Agreement.

- V. Period of Performance: All work associated with this agreement will be completed no later than ~~December 31, 2017~~ December 15, 2020.
- VI. Technical Representative: Agreement Points of Contact for this Agreement are:

~~Ed Martinez~~ Micah Leadford
Project Manager
Central Federal Lands Highway Division
Federal Highway Administration, U.S. Department of Transportation
12300 West Dakota Avenue
Lakewood, CO 80228
(720) 963-3731 3498
~~edward.martinez@dot.gov~~
micah.leadford@dot.gov

Applicant Point of Contact
Stephen Wilson
Project manager
Pima County, Department of transportation
Traffic Engineering Division
1313 S. Mission Road, Bldg. #9
Tucson, AZ 85713
(520) 724-5912
Stephen.Wilson@pima.gov

VII. Roles and Responsibilities

For scoping:

- A. CFLHD will:

Statement of Work
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Reimbursable Agreement No.: DTFH6817E00001
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- 1) Conduct scoping field review;
- 2) Prepare a scoping documents necessary to verify scope and costs of project;
- 3) Provide the PDC scoping documents for consideration of placement in the final program of projects.; and
- 4) Manage the overall effort on this agreement regarding scope, schedule and budget in coordination with the Requesting Agency.

B. Requesting Agency will:

- 1) Provide relevant documents regarding this project to CFLHD for use in project development;
- 2) Participate in the field scoping activities;
- 3) Review all scoping documents prepared by CFLHD; and
- 4) Provide funding as referenced in this document.

VIII. Financial Administration:

A. Total Agreement Amount:

Not to exceed \$5,000.

B. Funding Citations: 23 U.S.C. 201 and 204.

C. Reimbursable Payment:

CFLHD will invoice the Requesting Agency on a monthly basis in the amount of 5.70% of the total Federal Lands Access Program eligible costs expended for the project.

Regardless of the estimate, the Requesting Agency will provide the required match, as documented above in the Project Funding Table, of the total Federal Lands Access Program eligible costs expended on the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed that provide in this Agreement.

CFLHD is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the CFLHD. CFLHD shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this agreement.

Upon receipt of the invoice of costs incurred and authorized, the Requesting Agency will issue payment via one of the methods listed below.

D. Method of Billing:

CFLHD will bill the Requesting Agency, in accordance with the payment terms and schedule as agreed upon in the Agreement.

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Project: AZ FLAP 62(1) King Canyon Trailhead
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CFLHD requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA/CFLHD-ID Agreement Number: **DTFH6817E00001**

Option 1 (Preferred Method)

- Plastic card or Automatic Clearing House Payment (ACH Direct Debit)
- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option 2

- Mail check payment to the following address for Paper Check Conversion (PCC) processing:

Make Check Payable To:
DOT FHWA

Mailing Address:
Enterprise Service Center
Federal Aviation Administration
ATTN: AMZ-340, Mark Richardson
6500 S. MacArthur Blvd., HDQ Rm 285
Oklahoma City, OK 73169

- Notice to customers making payment by check:
 - Please notify Regina Monroe at 720-963-3460 or regina.monroe@dot.gov if mailing a check.
 - When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
 - When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at (PCCOTC.GOV), or call toll

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9/19/2016

free; at (1-800-624-137 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.

- IX. Modifications: Any modifications to the Agreement must be made in writing and agreed to by both parties. Such modifications are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.
- X. Termination: This agreement will terminate upon the date specified in Section V or upon 30 calendar days after written notification to the other party. If this agreement is terminated by either party, the Requesting Agency's liability shall extend only to pay for its share of the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated by CFLHD its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination.

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

August 17, 2017

Project / Facility Name: AZ FLAP 62(1) King Canyon Trailhead

Project Route: King Canyon Trailhead

State: Arizona

County: Pima

Owner of Federal Lands to which the Project Provides Access: Saguaro National Park

Entity with Title or Maintenance Responsibility for Facility: Pima County

Type of Work:

Preliminary Engineering: Environmental compliance, preliminary and final design, all necessary permits

Right of Way: Acquire all necessary right of way and easements needed for the project

Construction/Construction Contracting: Acquisition of construction contractor to perform work in accordance with the construction contract (plans, specifications, and estimate)

Construction Engineering: Administration of the construction contract

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: FHWA-Central Federal Lands Highway Division (CPLHD), Saguaro National Park, and Pima County.

The Program Decision Committee approved this project on

4/18/17

Date

AGREED:

Sharon Stinson
Chair, Pima County Board of Supervisors

SEP 19 2017

Date

ATTEST:

Q. Castañeda
Clerk of the Board

SEP 19 2017

Date

Judy Salomonson
Judy Salomonson
Chief of Business Operations
FHWA-CPLHD

9-25-17

Date

Contract No: CT-TR-18-058 **Amendment No:** _____

This number must appear on all correspondence and documents pertaining to this contract


AZ FLAP 62(1) King Canyon Trail Parking Lot

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FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

August 17, 2017

Approved as to Form and within the Powers and
Authority Granted Pima County by Law:

 8/21/17
Deputy County Attorney TOBIN ROSEN

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

August 17, 2017

A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors, such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Pima County agrees to provide a matching share equal 5.7% of the total cost of the project, as detailed more fully in Sections J and K below.

B. AUTHORITY

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT

The Pima County has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

The Pima County has coordinated project development with the Saguaro National Park (NPS). The NPS support of the project is documented in the Arizona Federal Lands Access Program Project Application for this project submitted by Pima County to FHWA-CFLHD. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the NPS.

E. PROJECT BACKGROUND/SCOPE

General Project Description.

The purpose of this project is to improve the King Canyon Trallhead parking lot and access to Kinney Road. The proposed improvements will make it safer to enter and exit the parking lot. The project will serve recreational users of the King Canyon Trail which provides access to hiking trails within Saguaro National Park for approximately 54,750 visitors each year. The demand for recreational hiking is anticipated to more than double over the next 20 years as the population increases.

Improvements include enhancing the intersection sight distances from the parking lot to Kinney Road, which include cutting back the existing slope on the north side of Kinney Road west of the parking lot entrance. To optimize sight distance, and improve the vertical profile entering the parking lot, the

FEDERAL LANDS ACCESS PROGRAM
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entrance to the parking lot would be moved approximately 25' east to the crest of the existing Kinney Road profile grade.

The size of the King Canyon Trailhead parking lot will need to be increased to a desired 30 parking spaces, with the desire for at least one truck-horse trailer space. The parking lot would be paved with concrete curb in select locations.

The project would also replace/upgrade the existing guard rail along Kinney Road for the wash crossing just west of the parking lot access.

Highway Design and Safety.

The existing approach to the King Canyon Trailhead is skewed at approximately 45 degrees. Sight distance on Kinney Road is also limited due to horizontal and vertical curvature and overgrown vegetation. Proposed improvements would relocate the approach closer to the top of the crest vertical curve and reduce the existing skew. Proposed clearing and widening of North Kinney Road would also improve sight distance.

A future project will likely add a left-turn lane into this parking lot. As the barriers to the west of the parking lot are to be improved to current MASH standards, the plan is to install the new barrier perhaps to the ultimate roadway width, providing a gravel shoulder in front of the new barrier. The added offset from the roadway will improve the available sight distance as well.

Pavement.

The existing parking lot is a gravel surface. The proposed parking surface is 3-inches AC over 6-inches AB.

Bridge.

While there are no bridges on this project, there is an existing box culvert just west of the proposed project. As indicated in the application, improving sight distance would include extending the existing roadway bench closer to the box culvert inlet. However, no improvements are planned for the structure itself.

ROW.

The existing right of way on Kinney Road is 60 feet and owned by Pima County. The adjacent land on which the parking lot is located is owned by Pima County. All of the parking lot expansion would remain within Pima County rights of way. No new right of way agreements or easements are anticipated.

Utilities.

There are underground and overhead utilities in the vicinity of King Canyon Trailhead. However, all improvements should be able to be made without disturbance to existing utilities. It will be necessary to positively locate the electrical lines as they are buried within the existing parking lot limits. No future utility improvements are planned.

Survey.

A ground survey of the new parking area, the adjacent lands, and approximately 600 feet of the western approach to the parking lot along Kinney Road is anticipated.

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Geotechnical.

The existing parking lot and the expansion area is located on, or nearly on, rock. A geotechnical investigation will be needed to identify the hardness of the rock, and the effort required to excavate the parking lot limits. A minimum 3-inch hot mix asphalt on 6 inches of aggregate base is assumed for the Trallhead parking area. A State approved hot asphalt mix design is anticipated.

Hydrology/Hydraulics.

There is a minor ditch / swale that currently drains from the trailhead along the east side of the parking lot, and discharges to a swale heading east before reaching Kinney Road. Minor drainage improvements include conveying surface flows thru a series of three pipe culverts is anticipated to maintain existing drainage patterns within the parking area.

Environment and Permits.

A Categorical Exclusion prepared and led by FHWA-CPLHD, will be required. A Class III pedestrian survey, waters of the U.S. delineation, and general habitat survey are required. No protocol-level surveys are anticipated at this time.

The project has the potential for a Section 4(f) use due to its location within Tucson Mountain Park. With Pima County as the project sponsor and project owner, as well as the project intent to benefit recreational uses, a de minimis impact finding or a Nationwide Programmatic evaluation will be sufficient for Section 4(f) clearance. In addition, Tucson Mountain Park may be a Section 6(f) property due to Land and Water Conservation funds used to expand the park in the 1970s. Expansion of the parking lot is not anticipated to be a conversion of use because it will be an increased benefit to outdoor public recreational use. Coordination with the National Park Service and/or Arizona State Parks should be completed and a public facility request may be required. However, given the National Park Service's support of the parking lot expansion, no concerns are anticipated.

An ephemeral drainage, located parallel to Kinney Road, may be impacted by the proposed project. Given the small amount of impact anticipated, a non-notify Nationwide Permit memo to the project file should be sufficient. Additionally, the project is located in Pima County's MS4 permit area. Given the increase in impervious surface, post-construction BMPs are anticipated, and may include revegetation or stormwater detention.

Design and Construction Options Identified During Scoping

Per the County's application, this project was limited to a new, larger parking lot and some minor sight distance and guardrail improvements on Kinney Road.

During the Scoping Meeting, the County suggested that the project include a left-turn entrance into the parking lot. The desire was to keep the improvements north of the southern edge of the existing ROW. If additional ROW was required, it would be pushed to the north on lands owned by the County.

It was discussed that since the majority of the users of this facility approach from the east, a new WB left-turn lane would only serve a fraction of the users. Also, there are several access points along this narrow corridor that do not have left-turn lanes. The route is heavily used by cyclists, joggers, and visitors, with limited sight distance, an undulating profile, with no shoulders (not even gravel shoulders). As such, no formal left turn lane is proposed as part of these improvements, but the barrier being installed to the west of the new entrance will be offset to provide for the future left-turn lane and the shoulder improvements. This offset will greatly improve the sight distance to the parking lot entrance.

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F. PROJECT BUDGET

Item	Estimated Cost	Comments
Preliminary Engineering (PE) and Environmental Compliance	\$75,000	Includes Scoping
ROW Acquisition & Utility Relocation	\$0	No ROW acquisition or utility relocations anticipated
Construction Contract (CN)	\$452,000	
Construction Engineering (CE)	\$96,000	
Contingency	\$124,600	20% Contingency
Total	\$800,000	

G. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
FHWA-CFLHD	<ul style="list-style-type: none"> • Develop and sign this Memorandum of Agreement • Manage project development schedule and preliminary engineering costs • Lead agency for all environmental compliance • Prepare and approve environmental documents and make project decisions based on the NEPA documents • Preliminary engineering towards the development of a PS&E construction contract package • Obtain permits required for Federally constructed projects • Advertise and award the contract (Bids will not be solicited by FHWA-CFLHD until maintaining agency has concurred with the plans and specifications) • Construction engineering/administration of the construction contract • Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract 	

FEDERAL LANDS ACCESS PROGRAM
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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Provide Project Engineer on site for construction administration • Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction meets the requirements intended in the PS&E • Ensure that the contractor will bear all expense of maintaining traffic, other than snow removal and normal state, county, and city maintenance work • Verify adherence to environmental documents • Set up and lead final inspection upon completion of construction 	
Pima County	<ul style="list-style-type: none"> • Review and sign this Memorandum of Agreement • Attend reviews and meetings • Provide in a timely manner available data including but not limited to traffic, accidents, material sources, construction costs, agreements, other technical data • Review and provide comments within two weeks the environmental documents, plans, estimate, and specifications at each phase of design and provide project development support • Coordinate with FHWA-CFLHD on NEPA related issues • In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome • Acquire any required state permits prior to advertisement of the project • Provide ROW and utility information and coordination • Acquire ROW and TCEs if necessary. No private property acquisition is anticipated. • Letter of consent/Highway Easement Deed prior to construction • Complete all ROW activities prior to advertisement of the project 	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Sign CFLHD Right of Way Certification certifying that all rights on private property necessary to construct, operate, and maintain the road have been obtained. • Obtain all rights necessary to construct, operate, and maintain the facility • Provide overall direction regarding agency policy and administration for the project and concur with the final plans and specifications • Coordinate utility relocations if necessary per scope described above • Sign CFLHD Utility Certification • Develop a public information plan in coordination with CFLHD and the FLMA • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract • Designate a representative who will be the primary contact for FHWA's construction staff during construction • Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&B • Attend a final inspection and approve and provide final acceptance upon completion of construction • Assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted • Provide long term maintenance and operation of the project upon completion 	

H. ROLES AND RESPONSIBILITIES—SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Finish	Comments
FHWA-CFLHD	Preliminary Design	Fall 2017	
FHWA-CFLHD	Environmental Compliance	Spring 2018	Development and completion of NEPA Document
FHWA-CFLHD	Final Design	Spring 2018	Development of PS&B
FHWA-CFLHD	Advertis, Award and NTP	Spring 2018 or Fall 2018	

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PROJECT MEMORANDUM OF AGREEMENT**

August 17, 2017

Responsible Lead	Product/Service/Role	Schedule Finish	Comments
FHWA-CPLHD	Administer Construction Contract	Spring 2018 or Fall 2018	Construction Engineering

I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	AASHTO	
Functional Classification	N/A	Parking Lot
Surface Type	Pavement	
Design Volume	N/A	30 Spaces

J. FUNDING

PROJECT FUNDING			
Funding Source	Estimated Funding	% of Total Project	Comments
Federal Lands Access Program	\$754,000	94.3%	
Pima County	\$46,000	5.7%	Pima County will provide a fixed amount of \$46,000 or 5.7% of the total FLAP eligible project costs, whichever is greater.
Total	\$800,000		

Total amounts for FLAP and Pima County includes funds previously transferred for scoping efforts under DTFH6817E00001 (\$5,000.00). The remaining Pima County match portion will be transferred as outlined in the Funds Transfer Agreement No. DTFH68-17-E-00046.

K. MATCHING SHARE REQUIREMENTS

Pima County will provide 5.7% of the total Federal Lands Access Program eligible project costs required for the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed that provided in separate funding agreements.

Matching or cost sharing requirements will be satisfied following the obligation of funds to the project as detailed above in Section J.

L. PROJECT TEAM MEMBERS—POINTS OF CONTACT

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name/Title	Organization	Phone Number/Email
------------	--------------	--------------------

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Steve M. Wilson, Safety Civil Engineer	Pima County	(520) 724-5912 stephen.wilson@pima.gov
Jeremy Curtis, Chief of Maintenance	Saguaro National Park	(520) 733-5140 Jeremy.Curtis@nps.gov
Micah Leadford Project Manager	FHWA-CFLHD	720-963-3498 Micah.Leadford@dot.gov

M. CHANGES/AMENDMENTS/ADDENDUMS

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA	Pima County	NPS	Time
Micah Leadford, Project Manager	Steve M. Wilson, Safety Civil Engineer	Jeremy Curtis, Chief of Maintenance	30 days
Gary Strike, Project Management Branch Chief	Seth Chalmers, Traffic Engineering Division Manager	TBD	60 days
Curtis Scott, Chief of Engineering	Prisolla Cornello, Director Pima County Department of Transportation	TBD	90 days

O. TERMINATION

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.