



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 10/19/2021

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Central Federal Lands Highway Division (CFLHD) – Arizona Federal Lands Access Program (FLAP)

***Project Title/Description:**

Sabino Canyon Park Road; Carter Canyon Road to USFS Gate (4SCPRD)

***Purpose:**

The Memorandum of Agreement and Funds Transfer Agreement for the scoping phase was approved at the July 13, 2020 BOS meeting. The scoping phase of the project was completed in May 2021 and CFLHD has subsequently included the project in their programming. Local matching funds for the scoping phase was \$10,000. A modification to the Memorandum of Agreement and Funds Transfer Agreement is necessary to include the final design and construction phases of the project. The local matching funds for the design and construction effort is \$305,000 dollars or 5.7% of the total Federal Lands Access Program cost, whichever is greater. The anticipated year of construction is FY 23, subject to available CFLHD funding. The total cost of construction is estimated at \$5,500,000. Administering Department: Transportation.

***Procurement Method:**

Not Applicable

***Program Goals/Predicted Outcomes:**

The goal of the project is to improve access to USFS lands by rehabilitating and paving 0.4 miles of Sabino Canyon Park Road, constructing a new 75 stall parking lot and 21 on-street parking stalls, a kiosk, 5' wide shared-use path and a public restroom.

***Public Benefit:**

The improvements will mitigate congestion and improve safety on Sabino Canyon Park Road by providing much needed additional parking for visitors seeking recreational activities on USFS lands below Summerhaven.

***Metrics Available to Measure Performance:**

The performance will be measured by successful delivery of the project improvements under consideration.

***Retroactive:**

No.

Full approved 10/5/21 LJS

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

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

If Yes, 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 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

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: GTAM Department Code: TR Grant Number (i.e., 15-123): 22-026
Commencement Date: 10/19/2021 Termination Date: 12/31/2024 Amendment Number: 1
☒ Match Amount: \$ 305,000.00 ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** Federal Lands Access Program (FLAP) CFLHD

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

*Match funding from other sources? ☒ Yes ☐ No If Yes \$ 305,000.00 % 5.7

*Funding Source: HURF Funding

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

Contact: Stephen Wilson (Administrative Contact: Michelle Guardado. 724-2663)

Department: Transportation

Telephone: 724-5912

Department Director Signature: Anant. Olivares

Date: 9/27/2021

Deputy County Administrator Signature: [Signature]

Date: 10/4/2021

County Administrator Signature: [Signature]

Date: 10/4/21

**FEDERAL HIGHWAY ADMINISTRATION
FEDERAL LANDS HIGHWAY**

FUNDS TRANSFER AGREEMENT

FHWA Agreement No.: 6982AF-20-K-500041, Modification No. 001
AZ FLAP PIM FR510(1) Sabino Canyon Park Road
September 16, 2021

Agency providing funding: Pima County

Original Agreement Amount: \$10,000

Modification #001 Amount: \$305,000

Total Agreement amount: \$315,000

Period of Performance: From August 25, 2020 to December 31, 2024

Agency receiving funding: Central Federal Lands Highway Division (CFLHD)

This Funds Transfer Agreement (FTA) is to confirm that Pima County has committed to provide, through electronic funds transfer, \$315,000 to CFLHD for the AZ FLAP PIM FR510(1) Sabino Canyon Park Road project to meet the matching requirements and all conditions set forth in the Memorandum of Agreement (MOA) dated September 16, 2021 and any future modifications to the MOA.

This agreement is hereby increased by \$305,000 to the new agreement amount of \$315,000.

FUNDS TRANSFER SUMMARY					
Phase	Amount	Due	Received	Modification #	Comment
Scoping	\$10,000	10/1/2020	11/05/2020		
Design	\$45,000	12/1/2021		001	
Construction	\$260,000	6/30/2023		001	
Total:	\$315,000				

AGENCY FINANCIAL AND CONTACT INFORMATION		
	Pima County	Central Federal Lands Highway Division
DUNS #	074-477-969	126-129-936
Financial Contact Information		
Name	Candy Moore	Suzanne Schmidt
Phone	(520) 724-7783	(720) 963-3356
E-mail	candy.moore@pima.gov	Suzanne.schmidt@dot.gov
Address	130 W. Congress, 4 th Floor Tucson, AZ 85701	12300 W. Dakota Ave. Lakewood, CO 80228
Project Contact Information		
Name	Stephen Wilson	Dustin Robbins
Phone	(520) 724-5912	(720) 963-3586
E-mail	stephen.wilson@pima.gov	dustin.robbins@dot.gov

Regardless of the estimated costs stated in the MOA, Pima County will provide 5.7% of the total Federal Lands Access Program cost required for the project, or \$315,000, whichever is greater, through the construction, closeout, and resolution of any disputes.

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.

**FEDERAL HIGHWAY ADMINISTRATION
FEDERAL LANDS HIGHWAY**

FUNDS TRANSFER AGREEMENT

FHWA Agreement No.: 6982AF-20-K-500041, Modification No. 001
AZ FLAP PIM FR510(1) Sabino Canyon Park Road
September 16, 2021

Chair	Date	Contracting Officer	Date
Pima County Board of Supervisors		Central Federal Lands Highway Division	

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 Agreement Number.

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-324/HQ Room 181
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

Notice to customers making payment by check:

- Please notify cfl.finance@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:

https://www.fiscal.treasury.gov/fs-services/gov/rvnColl/otcNet/rvnColl_otcnet.htm

or call toll free: at 1-866-945-7920 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.

FEDERAL HIGHWAY ADMINISTRATION
FEDERAL LANDS HIGHWAY

FUNDS TRANSFER AGREEMENT

FHWA Agreement No.: 6982AF-20-K-500041, Modification No. 001
AZ FLAP PIM FR510(1) Sabino Canyon Park Road
September 16, 2021

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Stacey Roseberry

Print DCA Name

9/22/2021

Date

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
September 16, 2021

Project / Facility Name: AZ FLAP PIM FR510(1)

Project Route: Sabino Canyon Park Road

State: Arizona

County: Pima

Owner of Federal Lands to which the Project Provides Access: United States Forest Service

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: Acquisition of all right of way and easements needed for the project

Construction/Construction Contracting: Acquisition by contract of construction work in accordance with the (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: Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD); Pima County; United States Forest Service (USFS).

The Program Decision Committee approved this project on

June 10, 2021

Date

AGREED:

Chair

Pima County Board of Supervisors, Pima County

Date

Kerwin Dewberry

Forest Supervisor, Coronado National Forest, USFS

Date

Judy Salomonson

Chief of Business Operations, FHWA-CFLHD

Date

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
September 16, 2021

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 review, 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 environmental review 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 environmental review 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 at least 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

Pima County has jurisdiction across non-USFS portions of the project area, maintains the existing facility and will secure jurisdiction across the USFS portion via a highway easement deed transferred by CFLHD to operate, and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

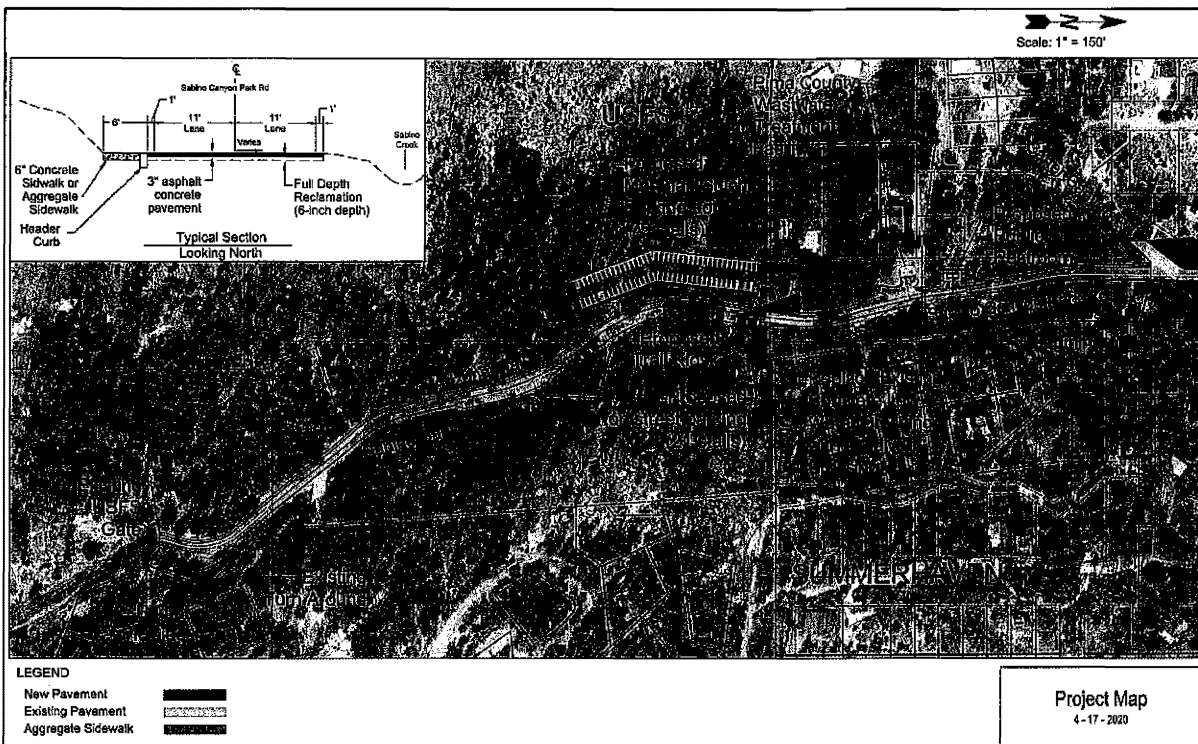
Pima County has coordinated project development with the USFS. The USFS support of the project is documented in the Arizona Federal Lands Access Program Project Application for this project submitted by Pima County to FHWA-CFLHD. Each party to this agreement that has a primary role in the environmental review process, design, or construction shall coordinate their activities with the USFS.

E. PROJECT BACKGROUND/SCOPE

General Project Description: Sabino Canyon Park Road, also known as Forest Road 510, is located within Pima County, Arizona, north of Tucson, Arizona. The project begins on the north at the intersection with Carter Canyon Road and ends at the Forest Service gate. The project length is approximately 0.5 miles.

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

September 16, 2021



This project includes the construction of a new paved parking lot consisting of 75 parking spaces, a kiosk for Arizona Trail information, a public restroom, and the improvement of Sabino Canyon Park Road to accommodate 21 new on-street parking spaces, an asphalt surface rehabilitation for approximately half a mile, and the installation of a 5-foot-wide pathway as part of the non-wilderness bypass of the Arizona Trail. The project improvements will provide a new paved surface, roadway excavation, tree clearing, ditch construction/reconditioning to improve drainage, installation of culverts, a new public restroom, and the installation of new street signage and pavement marking.

The need for the project has been described by Pima County as stemming from the inadequacy of the existing parking and high levels of congestion at the Marshall Gulch Trailhead as documented in the Summerhaven Congestion Management Concepts Study. Improving pedestrian access and alleviating congestion will improve pedestrian safety.

Environmental Compliance and Permitting: FHWA-CFLHD will be the lead agency for the environmental review process. It is anticipated that a biological survey, including wetland delineation and habitat surveys, will be required. A cultural resource survey also will be needed. The project area is located in Mexican Spotted Owl (MSO) critical habitat. Protected Activity Centers (PACs) are located outside of the project area. No threatened and endangered species (T&E) surveys for the MSO or other species will be performed. Without performing these T&E surveys, construction noise restrictions will be in place based on MSO nesting times, currently from March 1 to August 30. Construction during the MSO nesting times would be restricted to activities that do not exceed 69 dBA more than twice per hour or for more than one hour. If it is desired that T&E surveys for the MSO be completed, these would need to be performed following approved protocol including surveying for one night eight separate times over a two-year period, during the nesting season, prior to construction and would be at an additional cost to what has been identified in this scoping document. If MSO are not detected during approved-protocol surveys in a PAC during the nesting

FEDERAL LANDS ACCESS PROGRAM

PROJECT MEMORANDUM OF AGREEMENT

September 16, 2021

season, restrictions on noise disturbances may be relaxed depending on the nature and extent of the proposed disturbance. A Biological Evaluation will be prepared. A Biological Assessment to meet U.S. Fish and Wildlife Service (USFWS) requirements may be needed depending on the outcome of the biological survey. The anticipated National Environmental Policy Act (NEPA) compliance document is a Categorical Exclusion (CE). No public scoping activities will be required.

This project is located on the Arizona Trail non-wilderness bypass corridor. The project may impact the Faul Recreation Area (owned by the University of Arizona). The project may qualify for a transportation exception. A Special Use Permit may be required from the USFS. The project may require fill placement into Sabino Creek, which is likely a jurisdictional Water of the U.S. (WOUS). It is anticipated the project will be permitted under a Clean Water Act, Section 404 Nationwide Permit.

The disturbance area is anticipated to be greater than 1 acre; as a result, a National Pollutant Discharge Elimination System (NPDES) Permit will be required. The project approach will be to prepare a high-level stormwater pollution prevention plan and require the Contractor to finalize and hold the permit.

Survey: Topographic survey will be acquired using electronic total station methods due to the thick canopy of trees within the project limits. Limits of survey will include approximately 50 feet on either side of the existing roadway alignment. Also included in the survey will be the proposed parking area terrain so earthwork can be calculated more accurately for the project.

Highway Design and Safety:

Typical Section and Alignment: The existing width of pavement varies from 20 feet to 24 feet. The proposed roadway width is 24 feet, consisting of two 11-foot lanes and 1-foot shoulders on each side. In addition, a 5-foot minimum sidewalk is proposed on the west side. The roadway alignment may shift to the east at the south end of the project to avoid cutting into a large granite outcropping to the west. Vertical alignments will remain the same, with the exception of the low water crossing that will be converted to a culvert crossing. Crown corrections are being considered to aid in the drainage design.

Other: A 75-space parking lot is proposed to the west of the road in a wooded area and 21 on-street parking spaces also will be formalized.

Safety and Design Exceptions: Guardrail will be added in locations where there is a significant drop off to the creek within the clear zone. Signing and pavement markings will be updated to current *Manual on Uniform Traffic Control Devices* (MUTCD) standards to increase safety. No significant highway design exceptions are anticipated.

Pavement Design: The preliminary pavement recommendation is 3 inches of HACP over 6 inches of pulverized base material. FHWA-CFLHD will perform a pavement investigation to determine the final pavement design.

Structure/Bridge Design: There are no existing structures on Sabino Canyon Park Road. A retaining wall may be needed for grading to stay within the existing County ROW behind the proposed public restroom facility. Anticipated wall height is between 8 feet and 10 feet and approximately 60 feet long.

Geotechnical: The geotechnical evaluation will address improvements for rehabilitating about 0.5 mile of road, adding a new 75-space parking lot in an undeveloped/wooded area adjacent to the road, a proposed retaining wall at the restroom facility, and replacing the failed and distressed wire-faced retaining wall along the creek.

Hydrology/Hydraulics: Along the project corridor, there are a total of five water crossings. These crossings consist of three culvert locations, one inlet (combination) location, and one low water crossing (LWC) location. At each of the locations, there is evidence of scouring and debris accumulation. Proposed

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

September 16, 2021

improvements recommend removing and replacing all five existing crossing locations, along with providing headwalls or flared end sections and riprap aprons. Conceptual sizing of the culverts includes:

- 24-inch corrugated metal pipe (CMP) at four locations (two existing 18-inch pipes, one existing 24-inch pipe, and one existing inlet)
- 3 barrels of 30-inch equivalent diameter CMP at the existing LWC location

Because of roadway widening, there may be minor impacts along 400 feet of a tributary of Sabino Creek. It is anticipated that equivalent conveyance geometry will be provided (maintaining the width of the creek so that flows are not impacted) in the Sabino Creek channel which will remove the need for floodplain modeling.

Right of Way: Pima County has existing right of way (ROW) from the north end of the project south to the proposed entrance to the parking lot at the USFS boundary. The width of the existing ROW varies in this segment of road. South of the USFS boundary, there is no existing ROW. The County maintains this road up to the USFS gate. This project will further formalize the County's maintenance responsibilities by creating a highway easement deed for the road and the parking lot in the USFS property.

Utilities: Known utilities in the project area include water, sewer, and overhead electric. This project includes providing new utility connections for the proposed public restroom just north of the water treatment plant. In addition, any existing manhole or valve covers in the existing roadway would be adjusted to the new finished grade.

Construction: At this time, it is anticipated this project will need to be constructed outside the nesting season for the MSO or adhere to the noise restrictions if construction activities do occur within the nesting season. Anticipated construction season to avoid these noise restrictions is September 1 through February. This location does receive occasional snow during these months but delays due to snow are not anticipated to be longer than a few days. Due to the remote nature of this road, hauls for construction materials could be approximately two hours one way. The partners have noted that at least a portion of the road could be closed during construction to increase efficiency. Local access would need to be maintained for at least one private residence.

F. PROJECT BUDGET

Item	Estimated Cost	Comments
Preliminary Engineering (PE) and Environmental Compliance	\$915,000	Includes Scoping Costs
ROW Acquisition & Utility Relocation	N/A	
Construction Contract (CN)	\$3,100,000	
Construction Engineering (CE)	\$635,000	
Contingency	\$850,000	15% Contingency
Total	\$5,500,000	

Project costs include assumed escalation to federal fiscal year 2023.

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
September 16, 2021

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 schedule and all project costs • Lead the development of the plans, specifications, and estimate (PS&E) in accordance with FHWA-CFLHD standards, policy and guidance (note that engineering deliverables prepared by federal employees will not be signed or stamped) • Document any design exceptions to the AASHTO standards, agreed upon by the project team, on FHWA-CFLHD's highway design standards form • Lead all federal environmental compliance (including, but not limited to, NEPA, the National Historic Preservation Act, and the Endangered Species Act) • Prepare and approve environmental documents and make project decisions based on the documents • Conduct ROW research and obtain title reports for private parcels as required • Prepare right-of-way plans, legal descriptions, and other documents required for a Highway Easement Deed and any private parcels to be acquired • Identify utility conflicts and prepare utility conflict maps • Conduct preliminary engineering towards the development of the PS&E construction contract package • Ensure all permits required for Federally constructed projects are obtained • Advertise and award the contract (bids will not be solicited by FHWA-CFLHD until maintaining agency has concurred with the plans and specifications and provided signed ROW and utility certifications) • Perform construction engineering/administration of the construction contract 	

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
September 16, 2021

Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract • Provide a 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 is consistent with the PS&E • Ensure that the contractor will bear all expenses of maintaining traffic, other than snow removal and normal state, county, and city maintenance work • Verify adherence to environmental documents and permits • 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 and other required financial agreements to satisfy match requirements or overmatch, if necessary, within sixty days of receiving the notification letter • Attend reviews and meetings • Provide available data, including on traffic, crashes, material sources, construction costs, agreements, and other technical subjects, within two weeks of request • Review the environmental documents, plans, estimate, and specifications at each phase of design, and provide comments within two weeks of receipt • Coordinate with FHWA-CFLHD on environmental related issues • Coordinate with the other parties to create an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements • In coordination with the FHWA-CFLHD project manager, ensure that completed PS&E documents are consistent with the intended outcome 	

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

September 16, 2021

Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Acquire and fund appropriate local and state permits prior to advertisement of the project • Provide survey grade ROW mapping and a list of property owners (names and addresses) along the project corridor prior to project scoping • Review ROW plans and legal descriptions provided by FHWA-CFLHD • Acquire ROW and Temporary Construction Easements (TCEs) if necessary • Conduct ROW negotiations as necessary to acquire adequate rights from private landowners • Sign statement of legal sufficiency upon review of the draft Highway Easement Deed • Accept and record the Highway Easement Deed upon receipt • Complete all ROW activities prior to advertisement of the project • Sign FHWA-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 all available utility information and identify key points of contact for coordination with utility companies • Request utility surface locates prior to topographic survey by FHWA-CFLHD • Coordinate utility relocations if necessary per scope described above • Sign FHWA-CFLHD Utility Certification • Provide overall direction regarding agency policy and administration for the project • Concur with the final plans and specifications • Issue required encroachment permits at no cost to FHWA-CFLHD • Develop a public information plan in coordination with FHWA-CFLHD and the FLMA • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract 	

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

September 16, 2021

Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Designate a representative who will be the primary contact for FHWA-CFLHD's construction staff during construction • Consider proposed design changes, evaluate change impacts, and concur with changes as needed, ensuring that changes meet the requirements intended in the PS&E • Attend a final inspection and approve and provide final acceptance upon completion of construction • Upon final acceptance of the project, 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 • Perform reviews and provide information needed to support FHWA-CFLHD in resolution of contract disputes. 	
USFS	<ul style="list-style-type: none"> • Review and sign this Memorandum of Agreement within 60 days of receiving the notification letter • Attend reviews and meetings • Provide in a timely manner available data including but not limited to existing agreements or technical data • Review the environmental documents, plans and specifications at each phase of design, and provide comments within two weeks • In coordination with the FHWA-CFLHD project manager, ensure that completed PS&E documents are consistent with the intended outcome • Provide overall direction regarding FLMA policy and administration for the project • Concur with the final plans and specifications • If required, issue a right of entry and Letter of Consent to transfer a Highway Easement Deed within 4 months of receipt of request • Provide a fire plan for incorporation into the Special Contract Requirements or approve the use of standard specification language • Coordinate with FHWA-CFLHD to identify an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements 	

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

September 16, 2021

Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Provide support to FHWA-CFLHD (respond to questions regarding environmental issues), as requested, for the development of environmental documents • Develop a public information program in coordination with FHWA-CFLHD and the maintaining agency • 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 the FHWA-CFLHD's Construction staff • Continue to update and implement the public information program • Consider proposed design changes, evaluate change impacts, and concur with changes as needed, ensuring that changes meet the requirements intended in the PS&E • Attend final inspection upon completion of construction 	

H. ROLES AND RESPONSIBILITIES—SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Finish	Comments
Maintaining Agency	Signed MOA and other financial documents	October 2021	
FHWA-CFLHD	Preliminary Design	April 2022	30 Percent Design
FHWA-CFLHD	Environmental Compliance	October 2022	Development and completion of environmental studies and documentation
Maintaining Agency	Signed ROW and Utility Certifications	December 2022	
FHWA-CFLHD	Final Design	March 2023	Development of PS&E
FHWA-CFLHD	Obtain appropriate Permits	March 2023	
Maintaining agency	Obtain appropriate local and state permits	March 2023	
FHWA-CFLHD	Advertise, Award and NTP	June 2023	
FHWA-CFLHD	Administer Construction Contract	February 2024	Construction Engineering

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
September 16, 2021

I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	AASHTO	
Functional Classification	Rural Local Road	
Surface Type	Asphalt	
Design Volume	325	

J. FUNDING

PROJECT FUNDING			
Funding Source	Estimated Funding	% of Total Project	Comments
Federal Lands Access Program	\$5,185,000	94.3%	
Pima County	\$315,000	5.7%	Cash Match
Total	\$5,500,000		

Pima County is responsible for support costs incurred in completing the roles and responsibilities detailed in Section G. These costs will not be included in the total project cost and are the financial responsibility of the applicant in addition to the funding as described in the table above.

If during implementation of the project it is determined that the total project cost exceeds \$5,500,000, the Central Federal Lands Highway Division, Pima County, and USFS will either mutually agree to reduce the scope of the project, or execute a modification to this agreement to change funding amounts.

K. MATCHING SHARE REQUIREMENTS

Pima County will provide non-Federal matching funds of \$315,000 or 5.7% of the total Federal Lands Access Program eligible project costs, whichever is greater, 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.

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
September 16, 2021

Name/Title	Organization	Phone Number/Email
Steve Wilson Civil Engineer	Pima County DOT	(520) 724-5912 stephen.wilson@pima.gov
Walter Keyes Forest Road Manager	Coronado National Forest	(520) 396-0416 walter.keyes@usda.gov
Dustin Robbins Project Manager	FHWA-CFLHD	(720) 963-3586 dustin.robbins@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 requiring agreement of all parties include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; and 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-CFLHD	Local/State Agency	FLMA	Time
Dustin Robbins, Project Manager	Steve Wilson, Civil Engineering Manager	Walter Keyes, Forest Road Manager	30 days
Wendy Longley, Project Management Branch Chief	Robert Johnson, Programming and Analytics Division Manager	Edwin Monin, Engineering & Minerals Staff Officer	60 days
Curtis Scott, Chief of Engineering	Ana Olivares, Director Pima County DOT	Charles Woodard, District Ranger	90 days

O. TERMINATION

This agreement may be terminated by a funding party upon 30 calendar days after written notice to the other parties. This agreement may also be terminated if either the environmental review (or other state environmental compliance) 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

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

September 16, 2021

to the parties prior to termination. If Federal Access funds have been expended prior to termination, the funding parties' financial liabilities shall be in the amount of the applicable share percentages of the total reasonable costs expended on the project prior to the effective date of termination. Reasonable costs shall include all items/services rendered and the costs of any non-cancelable obligations incurred prior to the effective date of termination.

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
August 16, 2021

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Stacey Roseberry

Print DCA Name

9/22/2021

Date