

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

December 7, 2021

Project / Facility Name: AZ FLAP PIN FR77(1)

Project Route: East Peralta Road

State: Arizona

County: Pinal

Owner of Federal Lands to which the Project Provides Access: United States Forest Service, Bureau of Land Management

Entity with Title or Maintenance Responsibility for Facility: Arizona State Lands Department, Tonto National Forest

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.

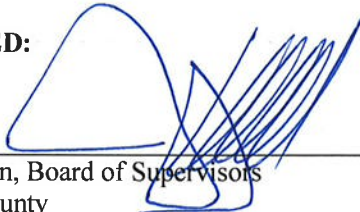
Parties to this Agreement: Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD), Pinal County, United States Forest Service (USFS), Bureau of Land Management (BLM).

The Program Decision Committee approved this project on

June 10, 2021

Date

AGREED:



Chairman, Board of Supervisors
Pinal County

01/05/2022

Date

Matthew Lane
Tonto National Forest

Date

Edward Kender
Bureau of Land Management

Date

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Judy Salomonson
Chief of Business Operations
FHWA-CFLHD

Date

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, Pinal County and USFS 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 Pinal County has jurisdictional authority to operate and maintain the existing facility, pending right of way acquisition from Arizona State Lands Department and USFS, and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

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

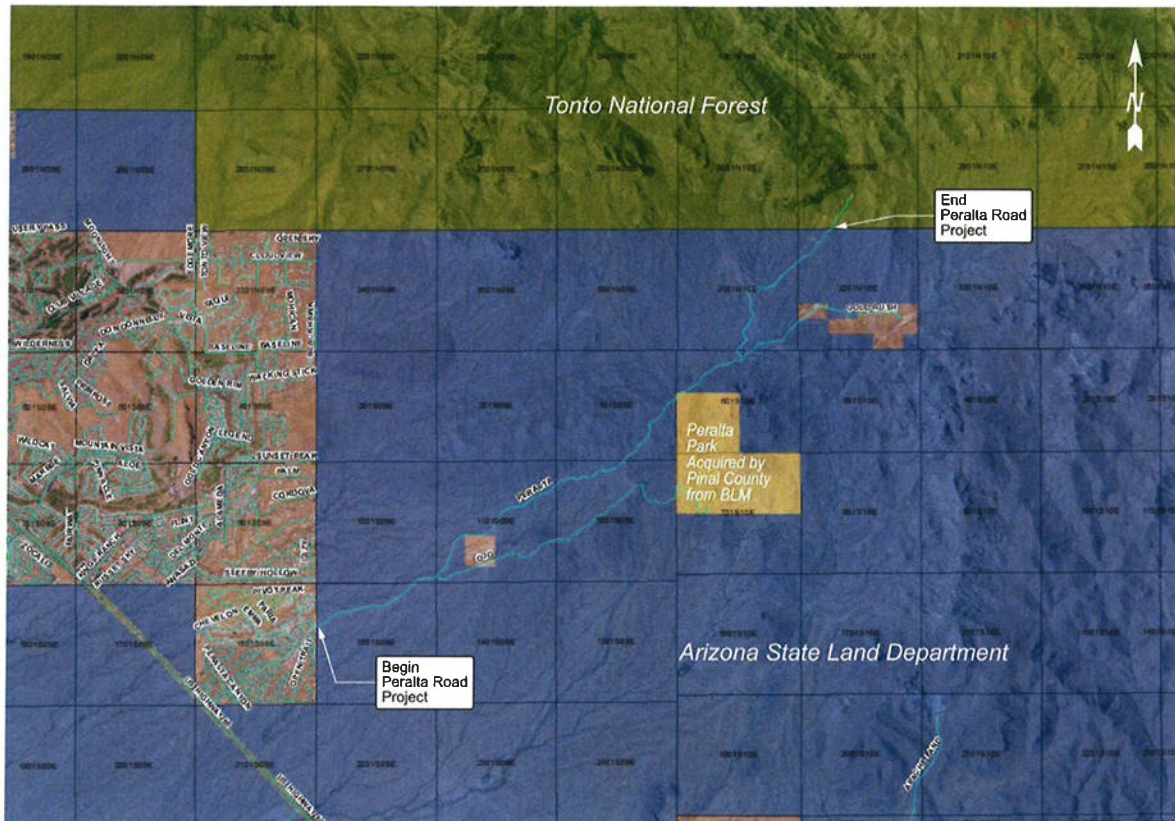
E. PROJECT BACKGROUND/SCOPE

General Project Description: This project includes improvements to approximately 6.1 miles of East Peralta Road (see Figure 1, below). The road is currently unpaved, provides current access to Tonto National Forest recreation sites, and will provide future access to a regional park that will be constructed in 2022. Proposed project improvements consist of providing a defined roadway prism (from approximately 20 to 30 feet

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unpaved to 26 feet paved), including ditches, formalization of parking areas/pullouts, drainage improvements, possible sight distance improvements, safety improvements, and right-of-way acquisition from the Arizona State Land Department (ASLD). Additionally, the project includes work within the USFS Boundary, consisting of the reconstruction and paving of 0.3 miles, paving of the parking lot trailhead, and the overflow parking lot.



Environmental Compliance and Permitting: It is anticipated a biological survey will be required, including a sensitive species habitat evaluation and native plant documentation. A Biological Resources Report will be prepared to document vegetation and wildlife resources in the project area. Native plants will be surveyed and documented to satisfy the requirements of the Arizona Department of Agriculture Agricultural Permit. No biological assessment or formal Section 7 consultation is anticipated. A biological evaluation for USFS will be provided if necessary. A pedestrian survey for cultural resources will be conducted and documented in a cultural report. Consultation letters to tribes will be drafted. The anticipated National Environmental Policy Act (NEPA) compliance document is a Categorical Exclusion (CE). No public scoping activities will be required.

It is anticipated that no Section 404 Permit will be required. The project will plan to request an Approved Jurisdictional Determination from the U.S. Army Corps of Engineers (USACE). A Native Plant Survey Report will be prepared to satisfy the requirements of the Arizona Department of Agriculture Agricultural Permit.

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The disturbance area is anticipated to be greater than 5 acres; 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 (SWPPP) and require the Contractor to finalize and hold the permit.

Survey: The topographic survey for this project is anticipated to be completed by unmanned aerial survey, with supplemental ground survey to establish sufficient control and identify native plants that may require translocation if impacted. Topographic survey limits are anticipated to be an approximate 100-foot corridor centered on the existing road.

Highway Design and Safety:

Typical Section and Alignment: Existing unpaved roadway width varies from 20 feet to 32 feet. The proposed width is 26 feet (reduced from 28 feet in the application to control costs). The proposed paved roadway will consist of two 12-foot lanes and 1-foot paved shoulders on each side. The horizontal and vertical alignments will be modified to meet design speed requirements and to minimize environmental impacts. Vertical alignments will be raised to accommodate the new pavement structure and small culvert crossings, but will remain close to existing at the larger drainage crossings, which will be formalized as low water crossings (LWC) with concrete cutoff walls. Additionally, roadside ditches—which do not currently exist—will be added to protect the new paved roadway.

Other: A few approach roads and a minor intersection will remain and be improved, as well as the Carney Springs Trailhead parking lot adjacent to Peralta Road.

Safety and Design Exceptions: No significant design exceptions are proposed for this project. Safety improvements include signing and pavement markings in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). Pinal County has indicated a preference for minimal signing to reduce maintenance costs.

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 bridge structures on Peralta Road. Ten LWC's with concrete cutoff walls will be required. Standard Arizona Department of Transportation (ADOT) ford crossing details will be used when applicable. It is assumed no structural design or drawings will be required.

Hydrology/Hydraulics: The project corridor contains at least 17 existing low water crossings (LWCs), with five of them spanning Federal Emergency Management Agency (FEMA) Zone A floodplain designated areas. Proposed improvements recommend providing formalized LWCs at each of the larger crossings, with concrete cutoff walls and riprap aprons. A variance to drainage criteria is anticipated at these LWCs based on initial hydraulic calculations. Culverts would be proposed at the minor crossings. Conceptual sizing of the culverts and LWC's includes:

- Formalize LWC with crossing lengths between 60 feet to 130 feet: 10 locations
- 24-inch corrugated metal pipe (CMP) culvert: 2 locations
- 48-inch CMP: 5 locations

Additionally, roadside ditches will be provided throughout the extents of the project. The Project Scoping Report contains an index with an inventory at each crossing, to include pictures, contributing watershed, and conceptual peak flows.

Right of Way: Pinal County currently maintains Peralta Road, but the County does not own the road or have any official right of way (ROW). ROW acquisition from ASLD will be required. FHWA-CFLHD will

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prepare all Right-of-Way (ROW) plans and legal descriptions. Pinal County will acquire Arizona State Land. The portions of the project on USFS land will require a Highway Easement Deed to allow for maintenance responsibilities to be transferred to Pinal County.

Utilities: The only anticipated utility in the project area is underground telephone lines. Minor, if any, impacts or relocations are anticipated.

Construction: Construction length is anticipated to be approximately 12 months. Weather should allow for year-round construction. There will be more traffic during the winter months. The County has indicated it may allow road closures in the summer months (May through mid-October) when use is reduced for at least the second phase of the project to increase efficiency and reduce costs.

F. PROJECT BUDGET

Item	Estimated Cost (Base Project)	Estimated Cost (0.3 Mile Extension)	Estimated Cost (Overflow Parking Lot)	Comments
Preliminary Engineering (PE) & Environmental Compliance	\$1,285,000	\$125,000	\$125,000	Includes Scoping Costs
ROW Acquisition & Utility Relocation	\$675,000	N/A	N/A	ROW Acquisition to be paid by Pinal County
Construction Contract (CN)	\$7,100,000	\$845,000	\$750,000	
Construction Engineering (CE)	\$1,400,000	\$125,000	\$125,000	
Contingency	\$1,140,000	\$105,000	\$100,000	
Total	\$11,600,000	\$1,200,000	\$1,100,000	Total \$13,900,000

Project costs include assumed escalation to federal fiscal year 2024.

G. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
FHWA-CFLHD	- 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)	

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Responsible Party	Product/Service/Role	Comments
	• 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 • 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	

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Responsible Party	Product/Service/Role	Comments
	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	
Pinal County	• 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 • 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. ROW acquisition costs are included in the total project costs and eligible for use as in-kind match • Conduct value findings or appraisals for Fair Market Values	

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Responsible Party	Product/Service/Role	Comments
	• Approve value findings or appraisals for Fair Market Values • Prepare offers to landowners • 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 • 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	

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Responsible Party	Product/Service/Role	Comments
	• 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	• 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 • 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	

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	• 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	
BLM	• 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 • Provide support to FHWA-CFLHD (respond to questions regarding environmental issues), as	

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Responsible Party	Product/Service/Role	Comments
	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	November 2021	
FHWA-CFLHD	Preliminary Design	June 2022	30 percent design
FHWA-CFLHD	Environmental Compliance	December 2022	Development and completion of environmental studies and documentation
Maintaining Agency	Signed ROW and Utility Certifications	Summer 2023	
FHWA-CFLHD	Final Design	Summer 2023	Development of PS&E
FHWA-CFLHD	Obtain appropriate Permits	Summer 2023	
Maintaining agency	Obtain appropriate local and state permits	Summer 2023	
FHWA-CFLHD	Advertise, Award and NTP	Spring 2024	
FHWA-CFLHD	Administer Construction Contract	Summer 2024	Construction Engineering

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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	Unpaved	
Design Volume	988	

J. FUNDING

PROJECT FUNDING			
Funding Source	Estimated Funding	% of Total Project	Comments
Federal Lands Access Program	\$13,080,000	94.3%	
Pinal County	\$10,000	5.7%	Cash Match (provided during scoping)
	\$675,000		In-Kind Contribution ROW Acquisition
USFS	\$135,000		USFS to provide at 30% design milestone
Total	\$13,900,000		

The USFS must enter into a funding agreement with FHWA-CFLHD before design of the eastern 0.3 miles, trailhead parking lot, and overflow parking lot can progress past the 30% design milestone, anticipated in Spring of 2022.

Pinal 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 \$13,900,000, the Central Federal Lands Highway Division, the Pinal 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

The match for the base project, consisting of the western 6.1 miles of East Peralta Road to the USFS Boundary, will be provided by Pinal County. Pinal County will provide non-Federal matching funds of 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.

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The match for the eastern 0.3 miles of East Peralta Road, the trail head parking lot, and overflow parking lot will be provided by the USFS. USFS will provide Federal Lands Transportation Program matching funds of 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.

For allowed in-kind contributions, submit paid invoices to the CFLHD Project Manager following the Arizona Department of Transportation Local Public Agency Manual or other mutually agreed upon format. Only in-kind contributions up to the amount shown in Section J are allowed, unless a modification is executed to the agreement changing funding amounts. If the in-kind contributions total less than what is shown in Section J, then the cash contribution is to be increased proportionally.

The anticipated in-kind contributions are:

- Compensation to owners for right of way from Arizona State Lands. The estimated cost is \$675,000.

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
Celeste Garza, Assistant County Engineer	Pinal County	(520) 866-6402 celeste.garza@pinal.gov
Terrin Lane Civil Engineer	Tonto National Forest	(602) 225-5223 terrin.lane@usda.gov
Ed Kender	BLM	(623) 580-5616 ekender@blm.gov
Dustin Robbins Project Manager	FHWA-CFLHD	(720) 963-3586 dustin.robbs@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.

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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	Pinal County	USFS	BLM	Time
Dustin Robbins, Project Manager	Celeste Garza, Assistant County Engineer	Terrin Lane, Civil Engineer	Garry Jagger, State Engineer	30 days
Wendy Longley, Project Management Branch Chief	Joe Ortiz, Deputy Director, Public Works	Matthew Lane, District Ranger	Garry Jagger, State Engineer	60 days
Curtis Scott, Chief of Engineering	Andy Smith, Director, Public Works	Neil Bosworth, Forest Supervisor	Garry Jagger, State Engineer	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 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.