

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**Project / Facility Name:** MO FLAP JKSN TRL(1)

**Project Route:** Longview Lake Multi-use Trail

**State:** Missouri

**County(ies):** Jackson County

**Owner of Federal Lands to which the Project Provides Access:** U.S. Army Corps of Engineers (USACE), Longview Lake

**Entity with Title or Maintenance Responsibility for Facility:** Jackson County, MO

**Type of Work:**

- Construction: Reconstruct about 1 mile of Longview Lake Multi-use Trail by removing limestone aggregate surface areas and replacing these areas with reinforced concrete.

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-Eastern Federal Lands Highway Division (hereinafter, "EFLHD"), Missouri Highways and Transportation Commission (hereinafter, "MHTC"), acting by and through the Missouri Department of Transportation (hereinafter "MoDOT"), and Jackson County, MO (hereinafter, "County".)

The Program Decision Committee approved this project on 3/26/2014.

**AGREED:**

\_\_\_\_\_  
Director, MoDOT Date

\_\_\_\_\_  
ATTEST: Secretary to the Commission, MoDOT Date

\_\_\_\_\_  
APPROVED AS TO FORM: Commission Counsel, MoDOT Date

\_\_\_\_\_  
Michael D. Sanders, County Executive, Jackson County, MO Date

\_\_\_\_\_  
Director, Program Administration, EFLHD 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 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 (hereinafter, "FLAP") funds are used for the development or construction of this project, Jackson County, MO agrees to provide a matching share equal to 19.31% of the total cost of the project, as detailed more fully in Section J below. FLAP project funds are not to exceed the approved amount of \$217,984.00. Before the expenditure of any funds for which reimbursement will be sought from FHWA, the parties agree to execute a separate obligating document. No reimbursement will be made for expenditures made prior to having an obligating document in place.

**B. AUTHORITY**

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204, 226.150 RSMO, 227.030 RSMO, and \_\_\_\_\_.

**C. JURISDICTION AND MAINTENANCE COMMITMENT**

Jackson County, MO 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**

Jackson County, MO has coordinated project development with the USACE Longview Lake. The USACE Longview Lake support of the project is documented per the signed support letter dated 9/19/2013. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the USACE Longview Lake.

**E. PROJECT BACKGROUND/SCOPE**

During a previous reconstruction project in 2010 due to limited funding, asphalt was removed and replaced with concrete in steep grade sections and limestone aggregate surface in other areas along a 1 mile segment of the Longview Lake Multi-use Trail. This project will reconstruct the limestone aggregate surface sections. The work will consist of removing the existing limestone aggregate surface to a depth of 6-inch. Reinforced concrete with #4 rebar on 24-inch centers in both directions will be constructed in these locations. The existing trail width of 10 feet will be maintained to meet AASHTO standards.

**F. PROJECT BUDGET**

<b>Item</b>	<b>Estimate (\$)</b>	<b>Comments</b>
EFL PROJECT MANAGEMENT	\$ 4,000.00	
CONSTRUCTION COSTS	\$ 267,480.00	
<b>TOTAL PROJECT COST</b>	<b>\$271,480.00</b>	

The EFL project management funds (estimated at \$4,000.00) will require a tapered match using local matching funds. The matching ratio is 19.31%. Project cost based on the current bid amount, the total available FLAP budget may not be sufficient to award the project as defined in the application. As necessary, Jackson County, MO will provide additional state or local funding to address any funding shortfall.

**G. ROLES AND RESPONSIBILITIES**

<b>Responsible Party</b>	<b>Product/Service/Role</b>	<b>Comments</b>
EFLHD	<ul style="list-style-type: none"> <li>• Review documentation proving the project is on an approved program of projects and a TIP or STIP</li> <li>• Concur with identified design standards/geometrics and the project scope, schedule, and budget</li> <li>• Review identified lead federal agency and draft environmental documents</li> <li>• Review ROW certifications, and utility agreements</li> <li>• Review contract modifications</li> <li>• Attend final project inspection. Can be done electronically with photos</li> <li>• Provide assistance in contract disputes and claims if requested by the partner</li> </ul>	

Responsible Party	Product/Service/Role	Comments
MoDOT	<ul style="list-style-type: none"> <li>• Responsible for stewardship and oversight of construction letting, bid review, contract award, and project delivery following standard federal-aid procedures as outlined in 23 CFR and the current version of MoDOT's Local Public Agency Manual</li> <li>• Notify EFLHD of any contract disputes or claims</li> <li>• Provide stewardship and oversight of the following documents and information, if applicable: <ul style="list-style-type: none"> <li>○ Evidence that project is on an approved program of projects and a TIP or STIP</li> <li>○ Design Standards/Geometrics to be used</li> <li>○ Identified design exception approval agency</li> <li>○ Evidence of funding allocation</li> <li>○ Identified lead federal agency</li> <li>○ Anticipated NEPA action</li> <li>○ Copy of draft NEPA documents</li> <li>○ Copy of NEPA action</li> <li>○ Evidence of permits</li> <li>○ Review of Public Notices</li> <li>○ 30%, 70%, and 95% PS&amp;E packages</li> <li>○ Design exceptions</li> <li>○ ROW certifications</li> <li>○ Utility Agreements</li> <li>○ Approval of proprietary products</li> <li>○ Contract award documents for review/concurrence</li> <li>○ Copy of award package</li> <li>○ Proposed contract modifications for concurrence</li> <li>○ Documentation of project close-out</li> <li>○ Copy of As-builts</li> <li>○ Copy of final voucher</li> </ul> </li> </ul>	

Responsible Party	Product/Service/Role	Comments
Jackson County, MO	<ul style="list-style-type: none"> <li>• Responsible for construction letting, bid review, contract award, and project delivery following standard federal-aid procedures as outlined in 23 CFR and the current version of MoDOT's Public Agency Manual</li> <li>• Provide construction administration including stewardship and oversight for federal funded projects</li> <li>• Schedule and invite MoDOT, EFLHD, and appropriate parties to public meetings, if applicable</li> <li>• Schedule and hold pre-construction meetings and construction inspections</li> <li>• Provide data on traffic, accidents, material sources, etc</li> <li>• Notify MoDOT of any contract disputes or claims</li> <li>• Final acceptance of project and project closeout</li> <li>• Assume responsibility of the NPDES permit after project completion</li> <li>• Provide long term maintenance and operation of the facility</li> <li>• Provide the following documents and information, if applicable: <ul style="list-style-type: none"> <li>○ Evidence that project is on an approved program of projects and a TIP or STIP</li> <li>○ Design Standards/Geometrics to be used</li> <li>○ Identified design exception approval agency</li> <li>○ Evidence of funding allocation</li> <li>○ Identified lead federal agency</li> <li>○ Anticipated NEPA action</li> <li>○ Copy of draft NEPA documents</li> <li>○ Copy of NEPA action</li> <li>○ Evidence of permits</li> <li>○ Review of Public Notices</li> <li>○ 30%, 70%, and 95% PS&amp;E packages</li> <li>○ Design exceptions</li> <li>○ ROW certifications</li> <li>○ Utility Agreements</li> <li>○ Approval of proprietary products</li> <li>○ Contract award documents for review/concurrence</li> <li>○ Copy of award package</li> <li>○ Proposed contract modifications for concurrence</li> <li>○ Copy of As-builts</li> <li>○ Copy of final voucher</li> </ul> </li> </ul>	

**H. ROLES AND RESPONSIBILITIES – SCHEDULE**

<b>Responsible Lead</b>	<b>Product/Service/Role</b>	<b>Schedule Start-Finish</b>
Bruce Wilke	NEPA Document Review	Oct. 2014
Bruce Wilke	Final Design	Jan. 2015
Earl Newill	Construction Engineering	Mar. 2015
Bruce Wilke	Construction	July 2015-Sept. 2015

**I. PROPOSED DESIGN STANDARDS**

Final design standards will be determined through the NEPA process.

<b>Criteria</b>		<b>Comments</b>
Standard	AASHTO	
Functional Classification	Trail	
Surface Type	Concrete	
Design Volume	100	

**J. FUNDING**

<b>Fund Source</b>	<b>Amount</b>	<b>Comments</b>
Federal Lands Access Program Funding	\$ 217,984.00	To be used toward EFL Project Management and Construction
Jackson County, MO Local Funds	\$ 53,496.00	2015 operating budget
<b>TOTAL</b>	<b>\$271,480.00</b>	2015 operating budget

The matching fund share will be documented with a PR-2 to be submitted by the Missouri DOT following submittal of required stewardship documents.

**K. MATCHING SHARE REQUIREMENTS**

Matching or cost sharing requirements may be satisfied following the obligation of funds to the project by: allowable costs incurred by the State or local government, cash donations, the fair and reasonable value of third party in-kind contributions (but only to the extent that the value of the costs would be allowable if paid for by the party responsible for meeting the matching share), including materials or services; however no costs or value of third party contributions may count towards satisfying the matching share requirements under this agreement if they have or will be counted towards meeting the matching share requirements under another federal award.

Costs and third party contributions counting toward satisfying a cost sharing or matching requirement must be verifiable from the records of the party responsible for meeting the matching requirements. The records must demonstrate how the value of third party in kind contributions was derived. Voluntary services sought to be applied to the matching share will be supported by the same methods that the party to this agreement uses to support allocability of personnel costs. Any donated services provided by a third party

Costs and third party contributions counting toward satisfying a cost sharing or matching requirement must be verifiable from the records of the party responsible for meeting the matching requirements. The records must demonstrate how the value of third party in kind contributions was derived. Voluntary services sought to be applied to the matching share will be supported by the same methods that the party to this agreement uses to support allocability of personnel costs. Any donated services provided by a third party will be valued at rates consistent with those ordinarily paid by employers for similar work in the same labor market. Supplies furnished will be valued at their market value at the time of donation. Donated equipment or space will be valued at fair rental rate of the equipment or space. All records associated with valuations or costs under section K shall be accessible and be maintained for three years following project close-out.

MoDOT's Local Public Agency Manual (current version) matching share requirements apply to this project.

**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.

<b>Name</b>	<b>Title</b>	<b>Agency</b>	<b>Element</b>	<b>Phone &amp; Email</b>
David Payne	EFLHD Access Program Manager	EFL	Project Management	571-434-1543 <a href="mailto:David.Payne@dot.gov">David.Payne@dot.gov</a>
Andrea Van Den Berg	Program Planning Specialist	EFL	Coordination	571-434-1558 <a href="mailto:Andrea.VanDenBerg@dot.gov">Andrea.VanDenBerg@dot.gov</a>
Gerri Doyle	Senior Transportation Planner	MoDOT	District LPA Contact	816-607-2261 <a href="mailto:Gerri.Doyle@modot.mo.gov">Gerri.Doyle@modot.mo.gov</a>

**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.

<b>FHWA</b>	<b>Missouri DOT</b>	<b>Jackson County, MO</b>	<b>Time</b>
Project Manager (David Payne)	Gerri Doyle, District LPA Contact	Bruce Wilke, Project Manager	5 Working Days
Planning and Programs Manager	Gerri Doyle, District LPA Contact	Earl Newill, County Engineer	5 Working Days
Director of Program Administration	Randy Johnson, Planning		5 Working Days
Division Engineer	Dan Niec, District Engineer		5 Working 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.

**P. STEWARDSHIP & OVERSIGHT ACTIVITIES**

Based upon the risk assessment, complexity of the undertaking, and capabilities and past performance of the delivery partner, the EFLHD had determined this project to be low risk. The table below identifies necessary Stewardship and Oversight Activities. If items are not delivered timely or in such poor condition that it brings into question the ability to deliver, the issue will be elevated to all participants to the agreement using the issue resolution procedures matrix identified above.

<b>Phase or Activity</b>	<b>Partner Role</b>	<b>EFLHD Role</b>	<b>Comments</b>
<b>Planning &amp; Programming</b>			
Evidence that project is on an approved program of projects	Provide	Review	For funds disbursed by a division, they may know this already
Evidence of being on a TIP or STIP	Provide	Review	
Project agreement with scope, schedule, & budget	Provide	Concur	EFLHD would be a signatory. Would be involved in the drafting to define what S&O deliverables it will receive
<b>Environment</b>			
Lead Federal agency identified	Provide	concur	FHWA must be a co- lead agency on an EIS



<b>Phase or Activity</b>	<b>Partner Role</b>	<b>EFLHD Role</b>	<b>Comments</b>
Copy of/review of Draft documents	Provide	Review, concur	EFLHD should review to insure they can be adopted by EFLHD
Copy of NEPA action	Provide	File copy	
Evidence of permits	Provide	File copy	
Sign off on FHWA NEPA document	Provide	Varies with partner	EFLHD approval needed
<b>Design</b>			
Review design exceptions	Provide	Review	If the partner is a State DOT, they would follow their process
Review ROW certifications	Provide	Review	If ROW is acquired, it must follow Uniform Federal Relocation Act
Utility Agreements	Provide	Review	EFLHD needs certification
<b>Acquisitions</b>			
Receive copy of award package	Provide	File copy	EFLHD should have a copy of the package in its files in case inquiries are received
Review or approve contract modifications	Provide	Review, concur Depends upon nature of CM	Need to assure non-eligible work is not being paid for with program funds
<b>Construction</b>			
Final Project Inspections	Schedule	Attend	Final could be done electronically with photos.
Copy of As-builts	Provide	File copy	Generally only request these if project adjacent to or along a corridor EFLHD is working on or if EFLHD does asset management. Used for updating system info
Copy of final voucher	Provide	File copy	
Contract Dispute (Claim)	Notify	Provide assistance if requested	Need to be aware if additional funds are needed