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**TULSA COUNTY**  
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**PURCHASING**  
**DEPARTMENT**

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# MEMO

Date: February 7, 2018

From: Matney M. Ellis  
Purchasing Director 

To: Board of County Commissioners

Subject: Memorandum of Agreement- Central Federal Lands Highway Division

Submitted for your approval and execution is the attached memorandum of agreement between the Board of County Commissioners on behalf of the Tulsa County Engineering department and Central Federal Lands Highway Division for the widening of the roadway on project name OK FLAP 0600 (1) Wekiwa Road with the Federal Lands Access Program, as per attached documentation.

Respectfully submitted for your approval and execution.

MME/arh

Original: Michael Willis, County Clerk, for the February 12, 2018 agenda.

Copies: Commissioner John M. Smaligo  
Commissioner Karen Keith  
Commissioner Ron Peters  
John Fothergill, Chief Deputy  
Vicki Adams, Chief Deputy  
Tom Rains, Director, Engineering

**Federal Lands Access Program  
Project Memorandum of Agreement (MOA)**

**Project / Facility Name:** OK FLAP 0600 (1) Wekiwa Road

**Project Route:** Wekiwa Road, E-W 0600

**State:** Oklahoma

**County:** Tulsa County

**Owner of Federal Lands to which the Project Provides Access:** U.S. Army Corps of Engineers –  
Keystone Dam

**Entity with Title or Maintenance Responsibility for Facility:** Tulsa County

**Type of Work:** Work to include widening the roadway from 18 feet to 24 feet and placing an asphalt overlay. This work will also include extending or replacing several drainage structures to accommodate the new roadway section.

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:** Tulsa County, OK, USACE – Tulsa District, Central Federal Lands Highway Division

The Program Decision Committee approved this project on April 19, 2016.

**AGREED:**

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John M. Smaligo, Jr., Chairman  
Board of County Commissioners, Tulsa County, OK

Date

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Chief of Business Operations, Central Federal Lands Highway Division

Date

*Nolan M. [Signature]*  
APPROVED AS TO FORM  
ASSISTANT DISTRICT ATTORNEY

**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.

Tulsa County agrees to provide a matching share in accordance with the cooperative agreement.

**B. AUTHORITY**

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204 and Tulsa County, Oklahoma.

**C. JURISDICTION AND MAINTENANCE COMMITMENT**

Tulsa 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**

Tulsa County has coordinated project development with the USACE – Tulsa District, Keystone Dam. The USACE support of the project is documented within the Letter of Support dated October 6, 2015. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the USACE.

**E. PROJECT BACKGROUND/SCOPE**

The project will widen Wekiwa Road to provide a safer roadway for vehicles, pedestrians, and bicyclists accessing the federal lands (USACE Keystone Dam and Keystone Lake).

Roadway Design – The project will widen the roadway to 24 feet, including 11 foot lanes with 1 foot paved shoulders with recoverable foreslopes. New signs and striping will be provided as part of the project, including “share the road” type signing for bicycle traffic. Driveway aprons will be constructed at the numerous driveways along Wekiwa Road. Guardrail will be added to two existing box culverts.

Pavements – The existing roadway consists of concrete pavement with an asphalt overlay. It is anticipated that the widening section, approximately 3 feet on each side, will consist of 6

inches of HACP. Geotextile fabric will be placed over the entire roadway width and an overlay will be provided.

Drainage culverts - The roadway widening will require the extension/modification of several drainage structures; a 28 ft. wide steel I-beam bridge will be removed and replaced with a pipe culvert, a 2ft. x 2ft. reinforced concrete box will be extended or replaced with a culvert pipe, and another 2-cell 10 ft. x 5ft. concrete box culvert will be extended by a total of 6 feet and wingwalls and curb will be installed.

Bridge – An existing 25 ft. long structure that is currently 23 feet wide will be widened to accommodate the new roadway template. This widening is anticipated to include the installation of a steel I-beam girder.

NEPA – NEPA documentation will be completed by Tulsa County with review and oversight provided by the FHWA. This project is anticipated to qualify for a categorical exclusion. It is also anticipated that the categorical exclusion will meet the 23 CFR 771.117(c) list criteria, and therefore will not require further approval by FHWA. If the categorical exclusion does not meet these requirements, or if the NEPA required will be more than a categorical exclusion, approval from FHWA will be required.

ROW – It is anticipated that all construction will take place within the existing right of way. No additional easements or right of way are anticipated for this project. The County will be required to provide a right of way certification for this project.

Utilities – No utilities are anticipated to be impacted by this project. The County will be required to provide a utility certification for this project.

#### **F. PROJECT BUDGET**

<b>Item</b>	<b>Estimate (\$)</b>	<b>Comments</b>
Scoping Costs	\$44,000.00	See reimbursable agreement DTFH68-16-E00022
Preliminary Engineering and Environmental Compliance	\$70,000	In House Engineering Design
Construction	\$900,000	Force Account
Construction Engineering	\$72,000	8%
Contingency	\$104,000	Approx. 10% of PE/CE/CN
<b>Total</b>	<b>\$1,190,000</b>	

#### **G. ROLES AND RESPONSIBILITIES**

Responsible Party	Product/Service/Role	Comments
Tulsa County	<ul style="list-style-type: none"> <li>• Review and sign the Project Memorandum of Agreement.</li> <li>• Develop plans and specifications as required to construct the project. Develop a cost estimates for all project costs covered within this agreement and develop a match contribution plan showing meeting the minimum match requirements. FHWA will need to provide approval of the PS&amp;E package prior to construction.</li> <li>• Responsible for Right of Way coordination and acquisition as required. Prior to any on-the-ground construction, provide a certification to FHWA that all work proposed is within the existing right of way or that all necessary right of way appraisals and acquisitions have been performed in accordance with the Uniform Relocation Act Amendments of 1987.</li> <li>• Responsible for utility coordination and relocation as required. Prior to any on-the-ground construction, certify that there will be no utilities impacted by the project or that all necessary arrangements have been made regarding utility impacts and relocations.</li> <li>• Obtain permits and right of entry for construction as required.</li> <li>• Construction of proposed work, including all necessary contracting for work to be performed by forces other than the County.</li> <li>• Arrange for and attend a final inspection at completion of project. Provide 2 weeks of notice to CFLHD.</li> </ul>	
Central Federal Lands Highway Division	<ul style="list-style-type: none"> <li>• Develop and sign the Project Memorandum of Agreement.</li> </ul>	

Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> <li>Review and approve match contribution plan.</li> <li>Receive, review, and approve project deliverables in accordance with table below.</li> <li>Attend the final inspection as warranted with Tulsa County at completion of construction.</li> <li>Receive, review, and approve project invoices per the reimbursable agreement.</li> </ul>	

**H. ROLES AND RESPONSIBILITIES – SCHEDULE**

Responsible Lead	Product/Service/Role	Schedule Start-Finish	Comments
Tulsa County	<ul style="list-style-type: none"> <li>Preliminary Design</li> </ul>	Winter 2018	
	<ul style="list-style-type: none"> <li>Environmental Compliance and obtain req'd permits</li> </ul>	Spring 2018	
	<ul style="list-style-type: none"> <li>Final Design</li> </ul>	Winter 2018 through Spring 2018	
	<ul style="list-style-type: none"> <li>Certify to FHWA ROW and Utilities</li> </ul>	Spring 2018	
	<ul style="list-style-type: none"> <li>Advertisement and Award</li> </ul>	N/A	
	<ul style="list-style-type: none"> <li>Notice to Proceed</li> </ul>	N/A	
	<ul style="list-style-type: none"> <li>Contract administration/ Construction Engineering</li> </ul>	Spring 2018 through Summer 2018	
	<ul style="list-style-type: none"> <li>Construction</li> </ul>	Spring 2018 through Summer 2018	

**I. PROPOSED DESIGN STANDARDS**

Final design standards will be determined through the NEPA process.

Criteria	Minimum Standard	Comments
Roadway Design	AASHTO – A Policy on Geometric Design of Highways and Streets	
Functional Classification	Rural Local Road	

Surface Type	Asphalt	
Design Volume	1500	

**J. FUNDING**

<b>Fund Source</b>	<b>Amount</b>	<b>Comments</b>
OK Access Program funds	\$952,000	80% or \$952,000, whichever is less
Local Matching Share – Tulsa County	\$238,000	Minimum of 20%
<b>TOTAL</b>	<b>\$1,190,000</b>	

**K. MATCHING SHARE REQUIREMENTS**

Matching share requirements will be in accordance with the cooperative agreement signed for this project.

All cost increases due to cost overruns, contract modifications or claims will be the responsibility of Tulsa County.

**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/Title</b>	<b>Organization</b>	<b>Address/Phone Number/Email</b>
Tom Rains, County Engineer	Tulsa County	Tulsa County 500 S Denver Ave. Tulsa, OK 74103 918-596-5736 trains@tulsacounty.org
Chris Longley Federal Lands Access Program Manager	Central Federal Lands Highway Division	12300 West Dakota Avenue, Suite 380 Lakewood, CO 80228 720-963-3733 christopher.longley@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.

<b>FHWA</b>	<b>Tulsa County</b>	<b>Time</b>
Access Program Coordinator: Chris Longley	County Engineer: Tom Rains	14 days
Planning and Programming Branch Chief: Anita Gebbie-Deisch, Acting	Deputy Commissioner: John Fothergill	30 days
Chief Engineer: Curtis Scott	Board of County Comm. John M. Smaligo, Jr., Chairman	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.

**P. STEWARDSHIP & OVERSIGHT ACTIVITIES**



<b>Item</b>	<b>Responsible Party</b>	<b>FHWA Role</b>
Project agreement (Project MOA)	CFLHD	Develop, Sign, & Execute
Environment – Draft Environmental Documents	Tulsa County	Review
Environment - NEPA Decision Document <i>* Assume project meets the 23 CFR 771.117(c) list criteria</i>	Tulsa County	Review/File
Necessary permits	Tulsa County	File
Design exceptions (if necessary)	Tulsa County	Review/File
Right of Way certification	Tulsa County	Approve
Utility agreement	Tulsa County	Review
Contract package (100% PS&E, contract) <sup>1</sup>	Tulsa County	Approve
Contract award <sup>2</sup>	Tulsa County	Concur
Copy of executed award package <sup>2</sup>	Tulsa County	File
Contract modifications <sup>2</sup>	Tulsa County	File (No impact to federal funding)
Notification of preconstruction meeting (if necessary)	Tulsa County	Attend as warranted
Construction progress payments (follow requirements from the reimbursable agreement)	Tulsa County	File
Final inspection	Tulsa County	Attend as warranted
Final payment voucher/release of claims <sup>2</sup>	Tulsa County	File

<sup>1</sup> PS&E Package from County to include elements as agreed to such as typical section drawings, bridge modification details, ODOT standard drawings as appropriate. Drawings to be stamped by an OK registered professional engineer.

<sup>2</sup> Valid for contract as needed for construction elements that the County will not be self-performing