

FEDERAL LANDS ACCESS PROGRAM and FEDERAL LANDS
TRANSPORTATION PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
MARCH 2018

Project Name: CO FLAP DEN56(1) Access Connections to Rocky Mountain Arsenal National Wildlife Refuge (ROAR)

State: Colorado

Counties: Adams and Denver

Owner of Federal Lands to which the Project Provides Access: U.S. Fish and Wildlife Service

Entity with Title or Maintenance Responsibility for Facility:

Federal Lands Access Program Funded Segments: City of Commerce City, and City and County of Denver

Federal Lands Transportation Program Funded Segments: U.S. Fish and Wildlife Service

Type of Work:

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

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

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

Construction Engineering: Administration of the construction contract

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

Parties to this Agreement: FHWA-Central Federal Lands Highway Division (CFLHD), Adams County, City and County of Denver, City of Commerce City, and the U.S. Fish and Wildlife Service

The Program Decision Committee approved this project on

2/16/2017

Date

AGREED:

City and County of Denver

Date

Sean Ford, Mayor
City of Commerce City

Date

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Adams County	Date
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David Lucas U.S. Fish & Wildlife Service	Date
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Judy Salomonson Chief of Business Operations FHWA-CFLHD	Date
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A. PURPOSE OF THIS AGREEMENT

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

If Federal Lands Access Program funds are used for the development or construction of this project, the City of Commerce City and City and County of Denver agree to provide a matching share equal to a minimum of 17.21 percent 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 City of Commerce City, and the City and County of Denver have jurisdictional authority to operate and maintain the completed Federal Lands Access Program funded segments at their expense. The U.S. Fish and Wildlife Service has jurisdictional authority to operate and maintain the completed Federal Lands Transportation Program funded segments at its expense

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D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

The City of Commerce City, and the City and County of Denver have coordinated project development with the U.S. Fish and Wildlife Service. The U.S. Fish and Wildlife Service support of the project is documented in the Colorado Federal Lands Access Program Project Application for this project submitted by the City of Commerce City and the City and County of Denver to FHWA-Central Federal Lands Highway Division. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the U.S. Fish and Wildlife Service.

E. PROJECT BACKGROUND/SCOPE

General Project Description.

The purpose of the project is to improve pedestrian and bicycle access to and through Rocky Mountain Arsenal National Wildlife Refuge (RMA NWR). The RMA NWR has worked closely with the City and County of Denver (CCD), City of Commerce City (CCC), and Adams County to identify and develop specific locations for improvement. Each of these locations are described with separate project numbers and names but combined comprise the total project improvements. See the figure on the next page.

Project Segments Funded through FLAP and CCD

1. Uvalda Ditch Trailhead and Trail
2. Highline Canal Trailhead and Rocky Mountain Greenway to Uvalda Ditch Trail
3. High Point Overlook

Projects Segments Funded through FLAP, CCC, and Adams County

5. Rocky Mountain Greenway from RMA NWR Entrance to neighborhood
6. North East Corner Trail
7. 96th Avenue and Chambers Road Trailhead
8. Henderson Hill Overlook

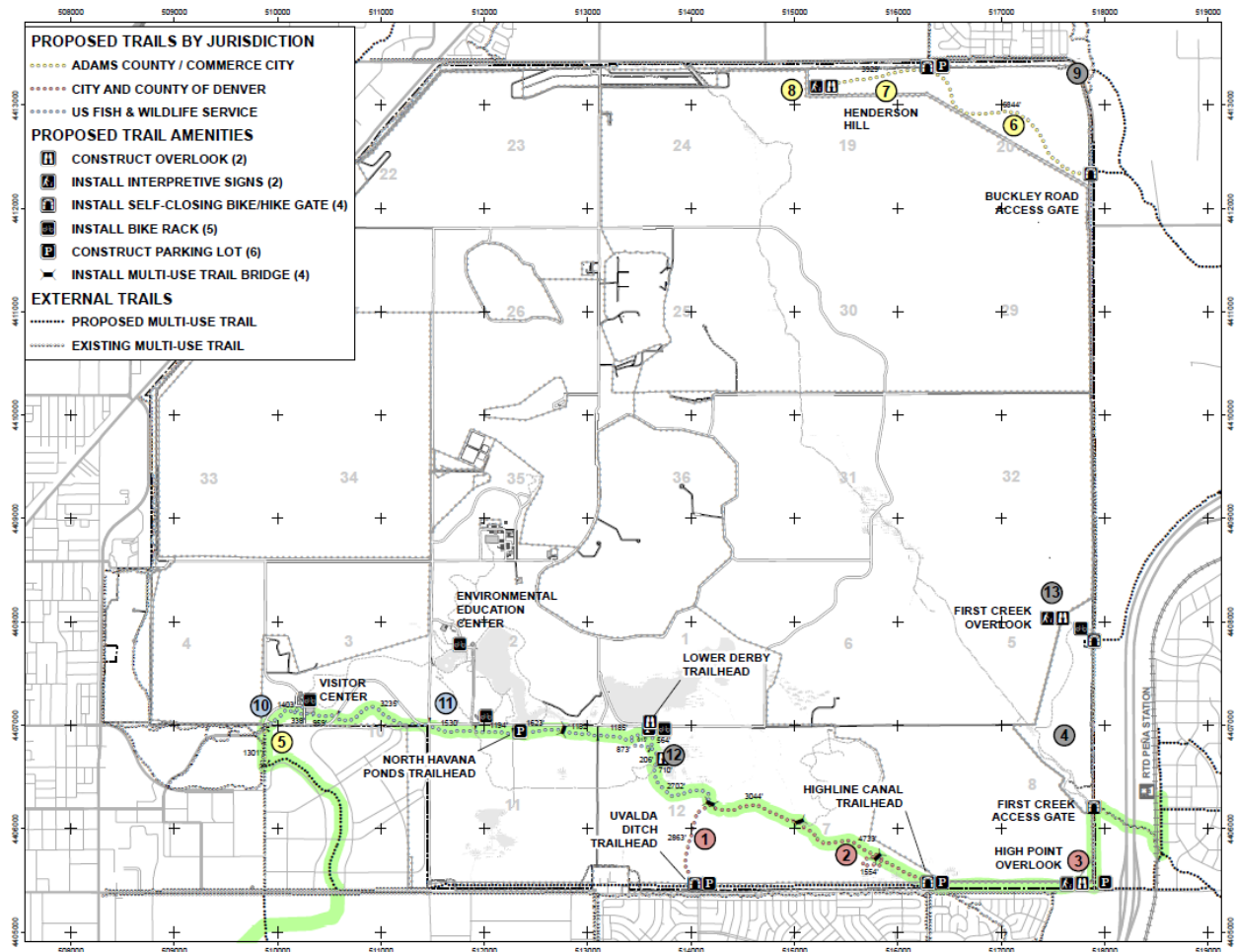
Project Segment Funded through FLTP

11. Rocky Mountain Greenway from Uvalda Ditch Trail to the RMA NWR Entrance

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Generally, the scope of improvements include:

- trail construction (paved and unpaved)
- pedestrian bridge construction
- safety improvements (signing)
- parking lot and access construction
- vista/overlook construction
- access control (installation of cattle guards and self-closing pedestrian gates)
- wayfinding and amenities (kiosk, benches, etc.), as funding and schedule allows

Highway Design and Safety.

Standards for trail and parking lot construction will be obtained from the latest edition of the AASHTO, Guide for the Development of Bicycle Facilities, American Disabilities Act (ADA), and Architectural Barriers Act (ABA). All new trails will be constructed to be ADA and ABA compliant. Most the of the project area is relatively flat so sight distance is generally not an issue. Adequate sight distance will be provided at the intersections of all new parking lot accesses to RMA NWR.

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The CCD is planning major improvements to East 56th Avenue, including adding travel lanes, sidewalks, and intersection improvements. The scope of the FLAP project would be to install only a paved entrance to the parking lot and a crusher fine trail connecting the proposed East 56th Avenue northside sidewalk to the RMA NWR trails. The Uvalda Ditch Trailhead entrance would be located approximately in line with the southbound Uvalda Street travel lanes. The Highline Canal Trailhead entrance would be located approximately 600 feet East of the Chambers Road and east 56th Avenue intersection.

Signing on the trail and in parking areas will be designed according to the latest edition of the AASHTO, Guide for the Development of Bicycle Facilities, ADA, and MUTCD.

Pavement.

There is minimal paving on the project. The project consists of mostly soft surface (crusher fines or native soil) trail construction. Locations that will require paving are the parking lots and the Henderson Hill Overlook (approximately 4,000 feet).

The following assumptions were made for pavement structure:

Parking Lots & Accesses: 4" Hot Asphalt Concrete Pavement + 6" Aggregate Base

Henderson Hill Overlook: 6" Concrete + 4" Aggregate Base

Bridge.

Trail bridges will be designed according to the AASHTO LRFD Bridge Design Specifications and LRFD Guide Specifications for Pedestrian Bridges. Design live loads proposed are pedestrian loading and H5 (5 ton) vehicular loading for small maintenance vehicle use. Prefabricated truss type weathering steel bridges are proposed to be used. They will have steel bridge railing, 3'-6" in height, incorporated into truss panels.

The bridge width will be 10'-0" clear distance. Spill through concrete foundations supported on piles are assumed until geotechnical and hydraulic investigations are completed.

ROW.

Most of the trail construction will take place within the boundary of ROAR. Access and parking lot construction will take place either within RMA NWR, CCD, or CCC property. The exact size and locations of the lots will determine what jurisdiction they will lie in. No private property acquisition is anticipated and is outside the scope of this project.

Utilities.

There are numerous utilities within RMA NWR. Many of them are abandoned or inactive. Within the proposed project locations there are minimal active utilities. There may be impacts to abandoned or inactive utilities at proposed bridges. The US Army will be contacted during construction if removals are necessary.

There are numerous utilities within and just outside the right of way for East 56th Avenue between Havana and Pena Boulevard. The Rocky Mountain Pipeline gas line is located in a dedicated easement within ROAR near East 56th Avenue. There is a 120 foot reserve utility corridor (where the Magellan-Midstream Partners and Sinclair Oil gasoline lines are located) that has been agreed upon between RMA

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NWR and Denver International Airport. Commerce City has a 100 feet utility easement within RMA NWR. Utility surveys will be required where project improvements are proposed. Efforts will be made during project development to avoid utility impacts.

Geotechnical.

Bridges or culverts will be required at three stream crossings. Drilling will be required at these locations to aid in structure selection and provide design parameters to Bridge and Hydraulics. Deep foundations systems are assumed for budgetary purposes. Subsurface exploration is planned to extend to 70 feet to evaluate foundation conditions.

Hydrology/Hydraulics.

Options for both bridge and culvert crossings will be reviewed for pedestrian crossings of existing drainages. Hydraulic design should be developed using 1D modeling. Ground survey should incorporate sufficient distance upstream and downstream of the proposed crossings to capture potential overtopping locations. Hydraulic criteria for pedestrian crossings should be based on client standard for pedestrian trails. However, the RMA RNWR has looked to CFLHD to prepare this information. For this case, the new bridges should not be overtopping by Q5.

Scour standards for bridge foundations will be based on whether or not pedestrian bridges are required to accommodate emergency vehicles. This will be determined during project development.

Environment and Permits.

It is assumed for the schedule that U.S. FWS will complete a Categorical Exclusion (CE) to fulfill their agency requirements for compliance with the National Environmental Policy Act. FHWA-CFLHD will also use a CE for its compliance requirements, relying on U.S. FWS-provided consultation documentation and analyses. U.S. FWS will provide project-specific documentation of consultations with the Colorado State Historic Preservation Officer and interested Native American tribes in compliance with Section 106 of the National Historic Preservation Act (NHPA) and the U.S. FWS (intra-agency) in compliance with Section 7 of the Endangered Species Act (ESA). FHWA-CFLHD will coordinate with U.S. FWS on Section 4(f) of the Department of Transportation Act requirements. The U.S. FWS will perform mitigation, if required, for impacted species.

FHWA-CFLHD will obtain the following studies, reports, and permits required for the project, if determined to be necessary:

- Section 4(f)
- Wetland Delineation Study and Report
- Section 402 of the Clean Water Act (NPDES Permit)
- Sections 401 and 404 of the Clean Water Act (Water Quality Certification and Nationwide Permit)

Additional permit needs will be determined through the environmental process in coordination with local, state, and federal agencies.

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F. PROJECT BUDGET

Item	Estimated Cost for CFLHD Performed Services	Comments
Scoping	\$42,000	Actual Costs
Preliminary Engineering (PE) and Environmental Compliance	\$400,000	
ROW Acquisition & Utility Relocation	\$0	No anticipated ROW Acquisition or Utility Relocation
Construction Contract (CN)	\$2,920,000	
Construction Engineering (CE)	\$360,000	
Contingency	\$228,000	Contingency
Total	\$3,950,000	

Costs for services done by other parties to this agreement are not shown.

G. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
FHWA-CFLHD	<ul style="list-style-type: none"> Develop and sign this Memorandum of Agreement Manage project development schedule and preliminary engineering costs Conduct waters of the U.S. surveys and prepare delineation report Coordinate with U.S. FWS on Section 4(f) requirements Review and provide comments within two weeks of the environmental documents and letters prepared by U.S. FWS Preliminary engineering towards the development of a PS&E construction contract package Obtain federal permits required for Federally constructed projects, possibly including: <ul style="list-style-type: none"> Clean Water Act Section 401 	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> – <i>Clean Water Act Section 402</i> – <i>Clean Water Act Section 404</i> • <i>Advertise and award the contract (Bids will not be solicited by FHWA-CFLHD until maintaining agency has concurred with the plans and specifications)</i> • <i>Construction engineering/administration of the construction contract</i> • <i>Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract</i> • <i>Provide Project Engineer on site for construction administration</i> • <i>Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction meets the requirements intended in the PS&E</i> • <i>Ensure that the contractor will bear all expense of maintaining traffic, other than snow removal and normal state, county, and city maintenance work</i> • <i>Verify adherence to environmental documents</i> • <i>Set up and lead final inspection upon completion of construction</i> 	
Adams County	<ul style="list-style-type: none"> • Review and sign this Memorandum of Agreement • Attend reviews and meetings • Provide in a timely manner available data including but not limited to traffic, accidents, material sources, construction costs, agreements, other technical data • Review and provide comments within two weeks the plans, estimate, and specifications at each phase of design and provide project development support • In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome 	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Acquire any required state or local permits prior to advertisement of the project • Provide ROW and utility information • Obtain all rights necessary to construct, operate, and maintain the facility • Provide overall direction regarding agency policy and administration for the project and concur with the final plans and specifications • Sign CFLHD Utility Certification • Sign the CFLHD ROW Certification • Develop a public information plan in coordination with CFLHD and the FLMA • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract • Designate a representative who will be the primary contact for FHWA's construction staff during construction • Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E • Attend a final inspection and approve and provide final acceptance upon completion of construction 	
City of Commerce City	<ul style="list-style-type: none"> • Review and sign this Memorandum of Agreement • Attend reviews and meetings • Provide in a timely manner available data including but not limited to traffic, accidents, material sources, construction costs, agreements, other technical data • Review and provide comments within two weeks the plans, estimate, and specifications at each phase of design and provide project development support • In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome 	

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	<ul style="list-style-type: none"> • Acquire any required state or local permits prior to advertisement of the project • Provide ROW and utility information • Obtain all rights necessary to construct, operate, and maintain the facility • Provide overall direction regarding agency policy and administration for the project and concur with the final plans and specifications • Sign CFLHD Utility Certification • Sign the CFLHD ROW Certification • Develop a public information plan in coordination with CFLHD and the FLMA • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract • Designate a representative who will be the primary contact for FHWA's construction staff during construction • Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E • Attend a final inspection and approve and provide final acceptance upon completion of construction • Provide long term maintenance and operation of the project segments funded by FLAP upon completion 	
City and County of Denver	<ul style="list-style-type: none"> • Review and sign this Memorandum of Agreement • Attend reviews and meetings • Provide in a timely manner available data including but not limited to traffic, accidents, material sources, construction costs, agreements, other technical data • Review and provide comments within two weeks the plans, estimate, and specifications at each phase of design and provide project development support • In coordination with the FHWA-CFLHD project manager, ensure that completed plans, 	

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Responsible Party	Product/Service/Role	Comments
	<p>specifications, and estimates (PS&E) are consistent with the intended outcome</p> <ul style="list-style-type: none"> • Acquire any required state or local permits prior to advertisement of the project • Provide ROW and utility information • Obtain all rights necessary to construct, operate, and maintain the facility • Provide overall direction regarding agency policy and administration for the project and concur with the final plans and specifications • Sign CFLHD Utility Certification • Sign the CFLHD ROW Certification • Develop a public information plan in coordination with CFLHD and the FLMA • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract • Designate a representative who will be the primary contact for FHWA's construction staff during construction • Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E • Attend a final inspection and approve and provide final acceptance upon completion of construction • Provide long term maintenance and operation of the project segments funded by FLAP upon completion 	
U.S. Fish & Wildlife Service	<ul style="list-style-type: none"> • Review and sign this Memorandum of Agreement • Attend reviews and meetings • Provide in a timely manner available data, including but not limited to existing agreements or technical data, and environmental documents (e.g., NHPA report(s) and letter(s), ESA report(s) and letter(s), decision documents, NEPA CE) • Lead agency for NHPA and ESA compliance • Document NEPA compliance via a CE 	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Provide timely concurrence on Section 4(f) decision in coordination with FHWA-CFLHD • Perform mitigation, if required, for impacted species • Review and provide comments within two weeks of the plans and specifications at each phase of design and provide project development support • In coordination with the FHWA project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome • Provide overall direction regarding FLMA policy and administration for the project and concur with the final plans and specifications • Provide a fire plan for incorporation into the Special Contract Requirements • Provide a seed mix for the final seeding mix into the Special Contract Requirements • Provide support to CFLHD (respond to question regarding environmental issues), as requested, for the development of environmental documents • Develop a public information program in coordination with 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's Construction staff • Continue to update and implement the public information program • Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E • Attend final inspection upon completion of construction • Assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted 	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> Provide long term maintenance and operation of the project elements funded by FLTP upon completion 	

H. ROLES AND RESPONSIBILITIES—SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Finish	Comments
FHWA-CFLHD	Preliminary Design and Environmental Compliance	Fall 2018	FHWA NEPA CE, delineation report, Section 4(f), federal permits
U.S. FWS	Environmental Compliance	Fall 2018	U.S. FWS NEPA CE, NHPA and ESA compliance
FHWA-CFLHD	Final Design	Summer 2019	Development of PS&E
FHWA-CFLHD	Advertise, Award and NTP	2019	
FHWA-CFLHD	Administer Construction Contract	2019-20	Construction Engineering

I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	AASHTO	
Functional Classification	N.A.	Trailheads and Trails
Surface Type	Concrete and Crusher Fines	Segment 7 and 8 trails will be concrete, all others will be crusher fines
Design Volume	N.A.	

J. ESTIMATED FUNDING

		PROJECT FUNDING	
Funding Source	Estimated Funding	% of Total Project	Comments
Federal Lands Access Program	\$2,140,000	54%	Maximum of 82.79% of Segments 1, 2, 3, 5, 6, 7, and 8
Federal Lands Transportation Program	\$1,360,000	34%	100% of Segment 11

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City and County of Denver	\$277,000	7%	Minimum of 17.21% of Segments 1, 2, and 3. Cash contribution.
City of Commerce City	\$173,000	5%	Minimum of 17.21% of Segments 5, 6, 7, and 8. Cash contribution.
Total	\$3,950,000		

Refer to the reimbursable agreements for detailed information.

K. MATCHING SHARE REQUIREMENTS

The City and County of Denver will provide the amount shown above in the funding table, or 17.21% of the total Federal Lands Access Program eligible project costs required for Project Segments 1, 2, and 3 through construction contract completion, closeout, and resolution of any disputes, whichever is greater, through separate funding agreements.

The City of Commerce City will provide the amount shown above in the funding table, or 17.21% of the total Federal Lands Access Program eligible project costs required for Project Segments 5, 6, 7, and 8 through construction contract completion, closeout, and resolution of any disputes, whichever is greater, through separate funding agreements.

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

L. PROJECT TEAM MEMBERS—POINTS OF CONTACT

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

Name/Title	Organization	Phone Number/Email
Shannon McDowell Open Space Manager	Adams County	(303) 637-8039 smcdowell@adcogov.org
Traci Ferguson Parks Planner	Commerce City	(303) 227-8788 tferguson@c3gov.com
Kelly Uhing City Naturalist	City and County of Denver	(720) 913-0659 kelly.uhing@denvergov.org
Nick Kaczor Assistant Refuge Manager	U.S FWS	(303) 289-0334 nick_kaczor@fws.gov
James Herlyck Project Manager & Construction Operations Engineer	FHWA-CFLHD	(720) 963-3698 james.herlyck@dot.gov

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M. CHANGES/AMENDMENTS/ADDENDUMS

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

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

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

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

N. ISSUE RESOLUTION PROCEDURES MATRIX

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

FHWA-CFLHD	Adams County	CCC	CCD	U.S. FWS	Time
James Herlyck, Project Manager & Construction Operations Engineer	Shannon McDowell Open Space Manager	Traci Ferguson Parks Planner	Kelly Uhing	Nick Kaczor Assistant Refuge Manager	30 days
Gary Strike, Project Management Branch Chief	Nathan Mosley Director of Parks and Open Space	Carolyn Keith, Director of Parks, Recreation, and Golf		David Lucas Refuge Manager	60 days
Curtis Scott, Chief of Engineering	Bryan Ostler Deputy County Manager of Community Services	Roger Tinklenberg, Deputy City Manager		Maureen Gallagher Deputy Assistant Regional Director	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

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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.