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# MEMO

APPROVED  
2/22/2022



DATE: February 16, 2022  
FROM: Matney M. Ellis  
Procurement Director

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

TO: Board of County Commissioners

SUBJECT: Modification 0004 – Federal Highway Administration

Submitted for your approval and execution is the attached Modification 0004 to the Grant Agreement between the Board of County Commissioners of Tulsa County and the Federal Highway Administration for the OK Flap 0600(1) Wekiwa Road Project, originally approved and executed May 13, 2019, CMF 247818.

This modification serves to update accounting appropriation data as well as extend the period of performance as further described in the attached

Respectfully submitted for your approval and execution.

MME / jdf

SUBMITTED FOR: The February 22, 2022 BOCC meeting agenda.

CMF# 20220277

1. **Award No.** 6982AF1940001  
2. **Effective Date** See Block 17  
3. **CDFA No.** 20.224

4. **Awarded To**  
Tulsa County  
500 South Denver Avenue  
Tulsa, Oklahoma 74103-3832  
5. **Sponsoring Office**  
U.S. Department of Transportation  
Federal Highway Administration  
Central Federal Lands Highway Division

DUNS No.: 736006419

6. **Period of Performance**  
From Effective date to ~~12/31/2019~~  
~~12/31/2020~~  
~~03/30/2022~~  
08/31/2022  
7. **Total Amount**  
Federal Share: \$ 920,000 ~~\$59,200~~  
Recipient Share: \$ 448,300 ~~\$14,800~~  
Total Value \$1,368,300 ~~\$74,000~~

8. **Type of Agreement**  
Grant  
9. **Authority**  
23 U.S.C. Section 204

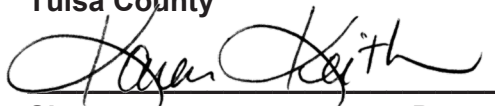
10. **Procurement Request No.**  
(~~HFLCEO190113PR~~)  
HFLCEO210098PR  
HFLCEO210295PR  
11. **Funds Obligated**  
\$59,200  
\$59,200  
\$860,800

12. **Submit Payment Requests To** 13. **Payment Office**  
See "Payment" clause in General Terms and Conditions

14. **Accounting and Appropriation Data**  
~~1516400060001-531.PE.K200.40-1640000000 OC 25304~~  
15X0G20050.0000.116K200531.1640000000.41012.61006600

15. **Description of Project**  
OK FLAP 0600(1) Wekiwa Road

16. **Tulsa County** 17. **Federal Highway Administration**

  
Signature Date

Name: Karen Keith  
Title: Chairperson, BOCC

Attest: 



Signature Date

Name: Joseph L. Wilson  
Title: Agreement Officer

Approved as to form:

James G. Rea  
Digitally signed by James G. Rea  
Date: 2022.02.09 18:53:31 -06'00'

Assistant District Attorney

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### ATTACHMENT

1. Project Memorandum of Agreement (Project MOA)

## SECTION A - PROGRAM DESCRIPTION

### 1. STATEMENT OF PURPOSE

See Section A of attachment 1, the Project MOA.

### 2. LEGISLATIVE AUTHORITY

23 U.S.C. Section 204.

### 3. PROJECT BACKGROUND AND SCOPE

See Section E of attachment 1, the Project MOA.

### 4. STATEMENT OF WORK

~~This agreement provides for funding of a progression of project activities. Initially only preliminary design is eligible for reimbursement. Final design, utility relocation, right of way acquisition will not be eligible for reimbursement until an environmental decision document has been completed and approved by Federal Highway Administration Central Federal Lands Highway Division (FHWA). If the environmental decision document indicates significant impacts or identifies the preferred alternative to be a "no-build" alternative, then this agreement will be terminated with no eligibility for funding post environmental decision activities. Construction will not be eligible for reimbursement until the Final PS&E package is approved.~~

This agreement provides for funding of a progression of project activities. Preliminary engineering, construction, and construction engineering are eligible for reimbursement.

FHWA and Tulsa County (Recipient) may amend or terminate this agreement to adjust to project development, environmental, or construction needs.

See Section E of attachment 1, the Project MOA, for Design, NEPA, ROW and Utility impact information.

### 5. DELIVERABLES

Deliverables will be in accordance with Section P of attachment 1, the Project MOA.

The Recipient will submit a progress report with each invoice indicating dates covered, work that has been completed within the invoice coverage dates, and

anticipated dates of major project milestones (i.e. survey completion, preliminary design completion, construction start, and construction completion).

Submit electronic pdf files of all deliverables to FHWA.

## 6. KEY OFFICIALS

### **Government – FHWA/Federal Lands Highway Division**

Contact: Christopher Longley, Agreement Officer's Representative (AOR)  
Voice: (720) 963-3733  
Email: Christopher.longley@dot.gov

Financial Contact: Alicia Syska  
Voice: (720) 963-3756  
Email: CFL.Finance@dot.gov

Agreements Coordinator: Suzanne Schmidt  
Voice: (720) 963-3356  
Email: Suzanne.Schmidt@dot.gov

Agreements Officer: Joseph L. Wilson  
Voice: (720) 963-3769  
Email: joe.wilson@dot.gov

### **Recipient- Tulsa County, OK**

Tulsa County Program Contact  
Name: Alex Mills  
Address: 218 West 6<sup>th</sup> Street  
City, State, Zip: Tulsa, OK 74119  
Telephone: 918-596-5736  
Email: [amills@tulsacounty.org](mailto:amills@tulsacounty.org)

Tulsa County Finance Contact  
Name: Alex Mills  
Address: 218 West 6<sup>th</sup> Street  
City, State, Zip: Tulsa, OK 74119  
Telephone: 918-596-5736  
Email: [amills@tulsacounty.org](mailto:amills@tulsacounty.org)

Fax: 918-596-5743

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Tulsa County Cooperative Agreement Contact

Name: **Karen Keith, Chairperson BOCC**

Address: 218 West 6<sup>th</sup> Street

City, State, Zip: Tulsa, OK 74119

Telephone: **918-596-5015**

Email: [kkeith@tulsacounty.org](mailto:kkeith@tulsacounty.org)

## **SECTION B – FEDERAL AWARD INFORMATION**

### **1. TYPE OF AWARD**

The planned award type is a Grant.

### **2. COST SHARING OR MATCHING**

See Sections J and K of attachment 1, the Project MOA.

### **3. PERIOD OF PERFORMANCE**

The period of performance for this Agreement is in accordance with Block 6 on page one of the Agreement.

### **4. DEGREE OF FEDERAL INVOLVEMENT**

The FHWA anticipates no substantial Federal involvement.

## **SECTION C - FEDERAL AWARD ADMINISTRATION INFORMATION**

### **1. FEDERAL AWARD NOTICES**

Only the AO can commit the FHWA. The award document, signed by the AO, is the authorizing document. Only the AO can bind the Federal Government to the expenditure of funds.

### **2. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS**

General terms, conditions, and governing regulations that apply to this agreement are available online at:

[https://www.fhwa.dot.gov/cfo/contractor\\_recip/gtandc\\_generaltermsconditions.cfm](https://www.fhwa.dot.gov/cfo/contractor_recip/gtandc_generaltermsconditions.cfm)

The online list dated March 6, 2015 of "GENERAL TERMS AND CONDITIONS FOR ASSISTANCE AWARDS" shall apply to the resulting award.

#### **A. INDIRECT COSTS**

Indirect costs are not allowable under this Agreement.

#### **B. DATA RIGHTS**

The Recipient must make available to the FHWA copies of all work developed in performance with this Agreement, including but not limited to software and data. Data rights under this agreement shall be in accordance with 2 CFR 200.315, Intangible property.

#### **C. PERSONALLY IDENTIFIABLE INFORMATION (PII)**

Personally Identifiable Information (PII) as defined at CFR Part 200.79 and 2 CFR 200.82 at will not be requested unless necessary and only with prior written approval of the AO with concurrence from the AOR.

#### **D. AVAILABLE FUNDING**

The cost of the work to be reimbursed by FHWA is Not to Exceed the amount in block 11 of the cover page, unless an amendment to the Agreement is made in writing and agreed to by both parties.



### **E. KEY PERSONNEL**

Pursuant to 2 CFR 200.308(c)(2), the Recipient must request prior written approval from the AO for any change in Key Personnel specified in the award. The following person(s) are/have been identified as Key Personnel:

<b>Name</b>	<b>Title/Position</b>
None	

### **F. SUBAWARDS AND SUBCONTRACTS APPROVAL**

The Recipient has been determined to have a procurement system that is approved and accepted by the Government, so are exempt from the requirements of 2 CFR §200.330.

### **G. ORDER OF PRECEDENCE**

The Project MOA is accepted, approved, and incorporated herein as Attachment 1. In the event of any conflict between this agreement document and the Project MOA, this Agreement document shall prevail.

### **H. DESIGNATION AS RESEARCH OR NON-RESEARCH AGREEMENT**

This agreement is designated as: NON-RESEARCH

### **I. CONFERENCE SUPPORT RESTRICTIONS**

The Recipient must obtain written approval from the AOR prior to incurring any costs for conference support. See the definition of conference as contained in 2 CFR 200.432.

Food and beverage costs are not allowable conference expenses for reimbursement under this Agreement.

Note: Costs of meals are allowable as a travel per diem expense for individuals on travel status and pursuant to the Travel clause of this Agreement.

## **J. DISPUTES**

The parties to this Agreement will communicate with one another in good faith and in a timely and cooperative manner when raising issues under this provision. Any dispute, which for the purposes of this provision includes any disagreement or claim, between the FHWA and the Recipient concerning questions of fact or law arising from or in connection with this Agreement and whether or not involving alleged breach of this Agreement, may be raised only under this Disputes provision.

Whenever a dispute arises, the parties will attempt to resolve the issues involved by discussion and mutual agreement as soon as practical. In no event will a dispute which arose more than three months prior to the notification made under the following paragraph of this provision constitute the basis for relief under this article unless FHWA waives this requirement.

Failing resolution by mutual agreement, the aggrieved party will document the dispute by notifying the other party in writing of the relevant facts, identify unresolved issues and specify the clarification or remedy sought. Within five working days after providing written notice to the other party, the aggrieved party may, in writing, request a decision from the AO. The AO will conduct a review of the matters in dispute and render a decision in writing within thirty calendar days of receipt of such written request. Any decision of the AO is final and binding unless a party will, within thirty calendar days, request further review as provided below.

Upon written request to the FHWA Chief Acquisition Officer or designee, made within thirty calendar days after the AO's written decision or upon unavailability of a decision within the stated time frame under the preceding paragraph, the dispute will be further reviewed. This review will be conducted by the FHWA Chief Acquisition Officer. Following the review, the FHWA Chief Acquisition Officer will resolve the issues and notify the parties in writing. Such resolution is not subject to further administrative review and to the extent permitted by law, will be final and binding. Nothing in this Agreement is intended to prevent the parties from pursuing disputes in a United States Federal Court of competent jurisdiction.

## **K. Earned Income**

No program income will be earned.

### 3. FINANCIAL ADMINISTRATION

**A. Reimbursable Payment:** Tulsa County will receive payment on a monthly basis, upon receipt of an invoice of costs incurred and authorized by the FHWA. Tulsa County is limited to recovery of actual costs only, with a progress report reflecting the progress to the date of the invoice. Tulsa County shall not incur costs which exceed the maximum cost stated in this Grant without authorization from the FHWA. Such authorization will be in the form of a modification to this Grant signed by the FHWA Contracting Officer. Tulsa County shall submit a monthly progress report to the CFLHD COTR listed below which notes obstacles encountered and suggested solutions, progress to date, and identifies costs and expenses for services rendered or supplies delivered per the SOW. Include back-up data with each request for payment. Back-up data includes all documents needed to support the requested reimbursement, such as record of contract payments, receipts, payrolls, and so on. Tulsa County will submit all Billings to the Government with Support Data as costs are billed, and one final and complete billing marked **Final Invoice** for reimbursement of all eligible costs incurred no later than 180 days after the end of the period of performance as stated on the Grant. If Tulsa County does not submit a Final Bill within 180 days of the completion date the Government may close the Grant unilaterally and deobligate all remaining funds.

**B. Prompt Payment:** The Government considers payment as being made the day a check is dated or the date of an electronic funds transfer (EFT). All days referred to in this clause are calendar days. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make the payment on the following working day without incurring a late payment penalty. The due date for making payments by the designated payment office is the 30<sup>th</sup> day after the designated billing office receives a proper invoice from the servicing agency, or the 30<sup>th</sup> day after Government acceptance of services performed or supplies delivered. The Prompt Payment regulations do not require the Government to pay interest penalties if based on improper submission of invoices and incorrect EFT information provided by the servicing agency. The Government will compute any interest penalty in accordance with the Office of Management and Budget prompt payment regulations (5 CFR Part 1315).

**C. Method of Billing and Proper Submission of Invoices:** The Government shall pay the Grant Recipient, upon the submission of proper invoices, the prices stipulated in the agreed-upon cost budget for services rendered or supplies delivered, as stated in the SOW. The Grant Recipient must submit an acceptable invoice to FHWA that, at a minimum, includes the following:

1. Grant Recipient's name/address
2. Grant's Recipient's finance contact with phone number and email address
3. Accounting Information
4. FHWA Grant number: 6982AF1940001
5. Billing period.
6. Documents supporting all costs submitted for reimbursement. (i.e. itemized financial summary of expenditures in accordance with accepted cost budget).
7. Documents supporting all non-Federal share costs incurred (i.e. costs not eligible for reimbursement, but eligible to be counted as matching contributions)

**Submit support documents and Progress Report to:**

Via Email to:

Christopher Longley  
Planning and Programs Branch Chief  
[Christopher.Longley@dot.gov](mailto:Christopher.Longley@dot.gov)  
(720) 963-3733

**Submit invoice to:**

US Mail

Federal Lands Highway A/P, AMZ-150  
PO Box 268865  
Oklahoma City, OK 73125

or

Fed Ex

Federal Lands Highway A/P Branch, AMZ-150  
6500 S. MacArthur Blvd  
Oklahoma City, OK 73169

or

Email: [9-AMC-AMZ-CFLInvoices@FAA.GOV](mailto:9-AMC-AMZ-CFLInvoices@FAA.GOV)

Grant No. 6982AF1940001

Modification #0001

Modification #0002

Modification #0003

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**D. Administrative Fee:** Unless otherwise explicitly stated in this Grant, FHWA shall not be liable for any additional administrative fees.

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

## Modification # 001

**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:

7/19/2021

**Stan Sallee**, Chairman  
County Commissioners, Tulsa County, OK

Date Board of

Chief of Business Operations, Central Federal Lands Highway Division Date

Approved as to form:

**James G. Rea** Digitally signed by James G. Rea  
Date: 2021.07.15 08:32:20 -05'00'

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**

**Modification # 001:**

<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	<b>\$1,115,000</b>	<b>Estimate dated 3/2/2021</b>
Construction Engineering	\$72,000	8%
Contingency	<b>\$111,300</b>	<b>Estimate dated 3/2/2021</b>
<b>Stewardship &amp; Oversight</b>	<b>\$15,000</b>	<b>FHWA-CFLHD Costs</b>
<b>Total</b>	<b>\$1,427,300</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>	

Responsible Party	Product/Service/Role	Comments
Central Federal Lands Highway Division	<ul style="list-style-type: none"> <li>Develop and sign the Project Memorandum of Agreement.</li> <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**

**Modification # 001:**

Responsible Lead	Product/Service/Role	Schedule Start-Finish	Comments
Tulsa County	<ul style="list-style-type: none"> <li>Preliminary Design</li> </ul>	Fall 2020	
	<ul style="list-style-type: none"> <li>Environmental Compliance and obtain req'd permits</li> </ul>	Spring 2021	
	<ul style="list-style-type: none"> <li>Final Design</li> </ul>	Spring 2021	
	<ul style="list-style-type: none"> <li>Certify to FHWA ROW and Utilities</li> </ul>	Spring 2021	
	<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 2021	
	<ul style="list-style-type: none"> <li>Construction</li> </ul>	Spring 2021 through Summer 2021	

**I. PROPOSED DESIGN STANDARDS**

Final design standards will be determined through the NEPA process.

<u>Criteria</u>	<u>Minimum Standard</u>	<u>Comments</u>
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**

**Modification # 001:**

<b>Fund Source</b>	<b>Amount</b>	<b>Comments</b>
OK Access Program funds	\$35,200	Scoping Costs under reimbursable agreement DTFH68-16-E-00022
Local Matching Share – Tulsa County	\$8,800	Scoping Costs under reimbursable agreement DTFH68-16-E-00022
OK Access Program funds	<b>\$59,200</b>	<b>Grant</b> Agreement Preliminary Engineering Cost
Local Matching Share – Tulsa County	<b>\$14,800</b>	<b>Grant</b> Agreement Preliminary Engineering Cost
OK Access Program funds	\$860,800	<b>Grant</b> Agreement Construction and Construction Engineering Cost
Local Matching Share – Tulsa County	<b>\$433,500</b>	<b>Grant</b> Agreement Construction and Construction Engineering Cost
<b>OK Access Program funds</b>	<b>\$15,000</b>	<b>FHWA-CFLHD Grant Agreement Stewardship &amp; Oversight</b>
<b>TOTAL</b>	<b>\$1,427,300</b>	

**K. MATCHING SHARE REQUIREMENTS**

**Modification # 001:**

The minimum local share for this project is 20.00% of the total costs of FLAP eligible portions of the project. Tulsa County is responsible for providing 20.00% of the FLAP eligible costs while OK Access Program funds will provide 80.00% or **\$970,200.00**, whichever is less.

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.

Name/Title	Organization	Address/Phone Number/Email
Alex Mills , County Engineer	Tulsa County	Tulsa County 218 W. 6 <sup>th</sup> St., Suite 800 Tulsa, OK 74119 918-596-5736 amills@tulsacounty.org
James Herlyck Federal Lands Access Program Manager	Central Federal Lands Highway Division	12300 West Dakota Avenue, Suite 380 Lakewood, CO 80228 720-963-3698 james.herlyck@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.

**Modification # 001:**

<b>FHWA</b>	<b>Tulsa County</b>	<b>Time</b>
Access Program Coordinator: James Herlyck	County Staff: Tom Rains	14 days
Planning and Programming Branch Chief: Chris Longley	County Engineer: Alex Mills	30 days
Chief of Business Operations: Judy Salomonson	Board of County Comm. Stan Sallee, 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

Item	Responsible Party	FHWA Role
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