

**Federal Highway Administration
Federal Lands Highway
AGREEMENT**

DTFH68-13-E-00043

PARTIES TO THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
Gila County Public Works 1400 East Ash Street Globe, AZ 85501	Federal Highway Administration Central Federal Lands Highway Division 12300 West Dakota Ave Lakewood, CO 80228

DUNS Number: 147259191	DUNS Number 126129936
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POINTS OF CONTACT FOR THE AGREEMENT

Reimbursing Organization Finance Point of Contact	Organization to be Reimbursed Finance Point of Contact
Name: Finance Director Address: 1400 E. Ash Street Globe, AZ 85501 Phone: 928-402-8743 E-mail: accountsreceivable@gilacountyaz.gov	Name: Suzanne Schmidt Address: 12300 West Dakota Ave Lakewood, CO 802 Phone: 720-963-3356 E-mail: suzanne.schmidt@dot.gov

Reimbursing Organization Program Point of Contact	Organization to be Reimbursed Program Point of Contact
Name: Shannon Coons Address: 749 N. Rose Mofford Way Globe, AZ 85501 Phone: 928-402-8521 E-mail: scoons@gilacountyaz.gov	Name: Ed Martinez Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-9633731 E-mail: Edward.martinez@dot.gov

PERIOD OF PERFORMANCE	LEGAL AUTHORITY
From: July 1, 2013 To: December 31, 2014	23 U.S.C. 201 and 204

TOTAL AGREEMENT AMOUNT	PAYMENT TERMS AND SCHEDULE
TOTAL AGREEMENT AMOUNT: \$396,155	EFT

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES
See attached SOW

AUTHORIZED APPROVALS

Reimbursing Organization
Gila County

For Organization to be Reimbursed

 7/29/13
Michael A. Pastor, Chairman Date

Attest:

Marian Sheppard, Clerk

Approved as to form:

Bryan Chambers, Deputy Attorney Principal

Signature Date
Title

Revised 3/2010

Statement of Work

Reimbursable Agreement No. DTFH68-13-E-00043

June 15, 2013

I. Introduction: Gila County, Arizona will provide match funding for construction contract and construction engineering to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) for AZ FLAP 64(3), 199(1), 288(3), Control Road, Houston Mesa Road and Reynolds Creek project. Gila County shall be referred to as the Requesting Agency and the CFLHD shall be referred to as the Servicing Agency.

II. Location: Arizona AZ FLAP 64(3), 199(1), 288(3), Control Road, Houston Mesa Road and Reynolds Creek Project locations are all in Gila County Arizona but are located a distance from each other in four locations. The Control Road structure and the Houston Mesa structures are in close proximity and are located north of Payson, Arizona. The Reynolds Creek structure is north of Globe, Arizona.

III. Work Required: The project will construct bridge and structure replacements for low water crossings at all four locations. The improvements will include any walls, roadway alignments/realignments, drainage, signing and safety improvements, excavation and permits necessary to build the structures and provide an appropriate roadway surface based on the existing approach roadway type.

Construction of the project will be completed by a contractor selected by CFLHD. Onsite oversight will be conducted by CFLHD and project design is nearing completion. Construction oversight will be in accordance with CFLHD project plans, specifications and policies.

IV. Non-Federal Share of Costs: Central Federal Lands Access Program funding will be used for finalizing preliminary engineering, construction contract and construction engineering as follows:

Estimated Project Costs

Construction Contract -	\$ 5,991,000
Construction Engineering -	\$ 898,650
Total estimated project funds required (for Houston Mesa and Control Road Structures only)	
	\$ 6,889,650
Federal Lands Access Program Funds -	\$ 6,493,495
County Match Funds -	\$ 396,155

Regardless of the estimate, Gila County will provide 5.75% of the total AZ FLAP 64(3), 199(1), 288(3)126-1(9) project funding required for the project (for the Control Road Structure and the Houston Mesa Structures Only) through construction contract completion, closeout, and

resolution of any dispute in an amount not to exceed \$ 396,155. The amount of the requesting agency funding shall not exceed \$ 396,155 without amendment of this agreement.

V. Period of Performance: All work associated with this agreement will be completed no later than December 31, 2014.

VI. Technical Representative: The Technical Point of Contact for this reimbursable agreement is Ed Martinez, Project Manager and can be contacted at 720-963-3731 or edward.martinez@dot.gov.

VII. Financial Administration:

A. Total Agreement Amount: Not to exceed \$ 396,155.

Funding Citations: 23 U.S. C. 204 & 201

B. Reimbursable Payment: The servicing agency will be billed monthly as work is performed and expenditures occur. The servicing agency is limited to recovery of actual costs only, with a progress report reflecting the progress to the date of the invoice. The servicing Agency shall not incur costs which exceed the maximum cost stated in this RA without authorization. Such authorization will be in the form of a modification to this agreement. Upon receipt of the invoice of costs incurred and authorized, the Requesting Agency will issue payment via one of the methods listed below.

C. Method of Billing: The servicing agency shall bill the Requesting Agency in accordance with the payment terms and schedule as agreed upon in the RA.

Billing for this agreement will be only on a monthly basis and the amount determined at 5.75% of the monthly progress payments and monthly construction engineering costs in accordance with the Federal Lands Access Program funding expended on the project. The 5.75% will be for those work elements associated with the Control Road Structure and the Houston Mesa Structures only.

The Servicing Agency will furnish monthly statements detailing the funding usage on the project, calculations used to determine match funding requirements, monthly contract progress estimates, and construction engineering cost details.

The Servicing Agency requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit.

Payment shall be submitted referencing the FHWA/CFLHD-ID,
Agreement Number: DTFH68-13-E-00043

Option 1 (Preferred Method)

Plastic Card or Automatic Clearing House Payment (ACH Direct Debit) Go to Treasury's website, <https://pay.gov>.

Search for agency Name

Select the appropriate Transportation Agency

Follow the form instructions to make your payment. Note: If making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option 2

Mail Check payment to the following address for Paper Check Conversion (PCC) processing:

Regular Mail

DOT/FHWA
c/o ESC,AMZ-300
PO BOX 268865
OKLAHOMA CITY, OK 73125

Overnight Mail

DOT/FHWA
c/o ESC, AMZ-300
6500 S. MACARTHUR BLVD
HQS BLDG RM 181
OKLAHOMA CITY, OK 73169

Notice to Customers Mailing Payment by Check:

Please notify Regina Monroe at 720-963-3460 or regina.monroe@dot.gov if mailing a check.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Privacy Act-A Privacy Act Statement required by 5 U.S. C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at (PCCOTC.GOV), or call toll free at (1-800-624-1373) to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.

VIII. Modifications: Any modifications to the Agreement must be made in writing and agreed to by both parties. Such modifications are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

IX. Agreement Completion: When the Requesting Agency has accepted all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the requesting agency contact.

X. Termination: This agreement will terminate upon the date specified in Section V or upon 30-calendar day prior written notification to the other party prior to award of construction contract. If this agreement is terminated by the Requesting Agency prior to award of the construction contract, its liability shall extend only to pay for the actual and reasonable cost of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated by the Servicing Agency prior to award of the construction contract, its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination. After award of the construction contract, this agreement may only be terminated upon the mutual written agreement of the parties.