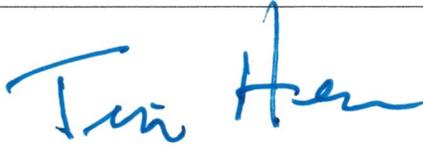


 <p>U.S. Department of Transportation Federal Highway Administration</p>		Standard Operating Procedure (SOP)	
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		Title: Associate Administrator, Office of Federal Lands Highway	

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I. BACKGROUND

Congress has charged the Federal Highway Administration (FHWA) with the administration of title 23 funded programs and projects in accordance with associated laws, regulations, and policies. This responsibility has remained inherent to FHWA, in collaboration with Federal and non-Federal partners, and consistent throughout each enacted legislative act under title 23. With this charge, FHWA, Federal Lands Highways (FLH) is responsible for the stewardship and oversight (S&O), coordination and administration of highway programs as outlined in title 23, chapter 2, sections 201 through 204. Additionally, FLH is authorized under 23 United States Code (U.S.C.) 308 to perform engineering or other services on behalf of other Federal and State partner agencies and co-administers programs under title 23 (U.S.C.) sections 125 and 210.

FLH partners with a host of partner agencies to include Federal Lands Management Agencies (FLMAs), independent Federal agencies (IFAs), Tribal governments, the United States Military, State Departments of Transportation (SDOT), other State agencies, and local public agencies (LPA). These partnerships also encompass projects that are delivered by partners through various types of agreements with FLH. This presents unique S&O considerations, challenges, and opportunities where FLH is held accountable.

Unlike the Federal-aid process, FLH works routinely under a federal-to-federal arrangement with other Federal agencies and tribal governments. This is an important distinction and the protocols herein reflect this difference. Therefore, the success of this overall program is dependent on the collaboration, coordination, and support between partner agencies, at multiple levels, with unique missions and values.

II. SCOPE

This S&O Standard Operating Procedure (SOP) applies to projects delivered by FLH, FLMAs, States and locals under the Federal Lands Transportation Program (FLTP), under 23 U.S.C. Section 203, and the Federal Lands Access Program (FLAP), under 23 U.S.C Section 204. This SOP supersedes previous S&O guidance issued in 2014¹, 2016² and 2018³. The SOPs entitled “[Programming Federal Lands Transportation Program \(FLTP\) Projects and Administration](#)” and “[Process and Procedures for Administering the Federal Lands Access Program \(FLAP\) for projects administered by Federal-aid \[For projects programmed for](#)

¹ Federal Lands Highway – Stewardship and Oversight Guidance, December 2, 2014.

² Stewardship and Oversight Guidance: Supplemental Instructions for FLTP Partners, January 6, 2016.

³ Memorandum: New S&O Process for Programmatic Delivery of FLMA-Delivered Funded Projects, August 3, 2018

[delivery by the State Departments of Transportation \(SDOT\) or the Local Public Agencies \(LPAs\) through the SDOTs\]](#)” are complementary to this document and referenced throughout.

III. PURPOSE

The intent of this document is to implement an effective and efficient S&O process that includes:

- *Simplifying and streamlining S&O processes* through agency principles and practices to prioritize and manage risks to support agency mission and delivery;
- *Holding FLH and Partner agencies accountable for title 23 funded projects;*
- *Providing clear roles and expectations* for administration and selection of projects funded under the Federal Lands Transportation Program (FLTP);
 - *Institutionalizing S&O related FLTP procedures supporting the development of a Program of Projects (POP).*
 - *Memorializing S&O related FLTP procedures supporting the financial accountability of program funds used by FLMAs for project delivery and administration.*
- *Leveraging the FHWA’s Federal-aid expertise* and resources for implementing S&O under the Federal Lands Access Program (FLAP); and
- *Describing the POP development process and establishing the multi-year Program of Projects (POP) Database* as FLH’s official program of projects system of record.

This SOP provides FLH staff with direction on:

1. identifying the breadth and scope of S&O for Partner delivered projects, as well as documentation provided for FLH delivered projects, funded under 23 U.S.C. Sections 203 and 204;
2. providing consistent implementation of S&O tools and processes across all FLH units;
3. identifying the roles and responsibilities of FHWA offices and staff, particularly FLH Headquarters (HFL) and FLH Division staff;
4. identifying and evaluating S&O protocols;
5. reconciling recurring questions on specific project types in the FLTP multi-year program of projects;
6. providing HFL led standard framework for program and project reviews to the FLH DO on program administration and project delivery practices.

IV. ACRONYMS

Acronyms used in this SOP include:

AA – Associate Administrator
AoF – Authorization of Funds
AOP – Aquatic Organism Passage
BLM – Bureau of Land Management
BOR – Bureau of Reclamation
CA – Cooperative Agreement
CAP – Compliance Assessment Program
CBO – Chief of Business Operations
CE – Construction Engineering
CFL – Central Federal Lands
CN – Construction
CR – Continuing Resolution
DD – Division Director
DOT – Department of Transportation
EFL – Eastern Federal Lands
ERFO – Emergency Relief for Federally Owned Roads
ERM – Enterprise Risk Management
FA DO – Federal-Aid Division Office
FHWA – Federal Highway Administration
FIRE – Financial Integrity Review and Evaluation
FLAP – Federal Lands Access Program
FLH – Federal Lands Highway
FLH DO – Federal Lands Highway Division Office
FLMA – Federal Land Management Agency
FLPP – Federal Lands Planning Program
FLTP – Federal Lands Transportation Program
FS – Forest Service
FTA – Federal Transit Administration
FTE – Full-time Equivalent
FWS – Fish and Wildlife Service
FY – Fiscal Year
GTC – General Terms and Conditions
HFL – Headquarters Federal Lands Highway

HFPD – Office of Federal Lands Highway Programs Director
HQ – Headquarters
LPA – Local Public Agency
LT – Leadership Team
MOA – Memorandum of Agreement (see also PA and PMP)
NPM – National Program Manager
NPS – National Park Service
O&M – Operations and Maintenance
PA – Project Agreement, interchangeable with MOA and PMP
PCS - Permanent Change of Station
PDC – Programming Decisions Committee
PE – Preliminary Engineering
PgM – Program Manager
PMIS – Project Management Information System
PMP – Project Management Plan – interchangeable with MOA and PA
PMR – Procurement Management Review
POC – Point of Contact
POP – Program of Projects
PP&E – Planning, Programming, and Environment
PS&E – Plans, Specifications and Estimate
PT – Presidio Trust
ROW – Right of Way
SDOT – State Department of Transportation
SES – Senior Executive Service
SOP – Standard Operating Procedure
STIP – Statewide Transportation Improvement Program
S&O – Stewardship and Oversight
TIP – Transportation Improvement Program
USACE – US Army Corps of Engineers
USBR – Bureau of Reclamation
WFL – Western Federal Lands

V. DEFINITIONS

1. Stewardship – The efficient and effective management of the public funds that have been entrusted to FHWA.

2. Oversight – The act of ensuring that the Federal highway programs and projects are delivered consistent with laws, regulations, and policies.
3. Stewardship and Oversight (S&O) Levels:
 - a. For FLMA delivered FLTP projects:
 - i. **Programmatic Level S&O** – FLMA delivered projects whereby the S&O responsibility has been delegated to the FLMA. The FLMA is responsible for storing and maintaining S&O documentation as described in the General Terms and Conditions (GTC) in the allocation memorandum.
 - ii. **Project Level S&O** – FLMA delivered projects for which S&O responsibility is shared between FLH and the FLMA. The FLMA will be required to submit project documentation for FLH action per the S&O checklist attached to the project agreement (PA or PMP).
 - b. For Partner/LPA delivered FLAP Projects:
 - i. **Federal-aid Oversight** – This applies to projects delivered by the SDOT or the LPA, as the sub-recipient through the SDOT, where the SDOT is performing S&O in accordance with the S&O Agreement executed between the FA DO and the SDOT.
 - ii. **FLH Division Oversight**– These projects are delivered by LPAs, not as SDOT sub-recipients covered in the Federal-aid S&O Agreement. Instead these projects are administered under a cooperative agreement (CA) between FLH and LPA whereby FLH has S&O responsibility per the CA. FLH will store and maintain project documentation in accordance with [FLH’s records management policy](#) and per the [FHWA Record Management Order 1324.1B](#). This scenario will be phased out for LPAs when FHWA develops overarching direct recipient S&O guidance to address new programs enacted in “BIL” to include where the FA DOs will perform S&O directly with LPAs. FLAP direct recipient projects will fall under the purview of this new guidance and will be administered accordingly.

Note: The FLH DO may reach an understanding with the FA DO where FLH and the FA DO partner to provide S&O to administer these projects. In these instances, the FA DOs will provide S&O support to the FLH DOs. For state non-DOT agencies, the FLH DO will continue to provide S&O.

- c. **FLH Delivery** – This includes projects that are delivered by FLH. FLH will store and maintain project documentation in accordance with [FLH’s records management policy](#) and the [FHWA Record Management Order 1324.1B](#).

4. Preservation – Work that is planned and performed to improve or sustain the condition of the transportation facility in a state of good repair. Preservation activities generally do not add capacity or structural value but restores the overall condition of the transportation facility (see [FHWA’s Guidance on Highway Preservation and Maintenance](#)).
5. Bridge Preservation – Actions or strategies that prevent, delay, or reduce deterioration of bridges or bridge elements. Effective bridge preservation actions are intended to delay the need for costly rehabilitation or replacement while bridges are still in good or fair condition and before the onset of serious deterioration, extending their service life. Bridge preservation encompasses both cyclical and condition-based activities applied to highway structures (for specific examples see the [Bridge Preservation Guide](#)).
6. Preventative Maintenance – Cost-effective means of extending the useful life of a highway or bridge. This activity is title 23 eligible. Routine maintenance activities differ from preventive maintenance and are not eligible for federal funds. Routine maintenance activities require regular reoccurring attention and encompass work that is performed in reaction to an event, season, or over all deterioration of the transportation asset. A few examples of ineligible routine maintenance activities include removal of trash, litter, dead animals, hazardous material, and snow, application of deicing chemicals, asphalt patches with no membrane on concrete deck removal, and storm damage.
7. Transit Operations and Maintenance – Transit operations and maintenance include the day-to-day activities necessary for transit operations and equipment to perform their intended function in an efficient and cost-effective manner.
8. Engineered Surfaces – Facilities (typically roadways and trails) with an engineered surface, i.e., asphalt, concrete, an elevated wood/composite structure, or a well compacted crushed aggregate or chemically stabilized earth surface that is stable and firm in all weather conditions.
9. Non-engineered Surfaces – All other facilities not meeting the engineered surface definition. Typically, these are roadway and trail facilities with a native surface.
10. Approval – Written authorization issued by the FLH Associate Administrator (AA) or the FLH AA’s designee, to perform a function for which prior authorization by the Associate Administrator is required under 23 U.S.C. Sections 201-- 204. These functions are specified in project agreements, regulation, or law. Without approval, the delivery entity cannot proceed to the next phase of the project and funds will not be released by FLH. Two common authorizations include FLH DO’s approval of PS&E for partner-delivered projects and concurrence with NEPA documentation prepared by partners.
11. Concurrence – The agency responsible for S&O provides agreement for a specific action or function to allow the next work phase to be executed. The S&O agency may request additional information as appropriate for current or future work phases to continue.

12. Project Agreement (PA) – A signed agreement between FLH and one or more partner agencies that include scope, schedule, and budget for the project as well as the roles and responsibilities of each party. A PA is required for all projects identified in the FLTP Project Level S&O and FLH Delivery categories.

VI. STANDARD PROCEDURES

This SOP builds on existing SOPs that provide guidance, processes and procedures, and S&O roles and responsibilities for FLTP and FLAP funded projects. Along with these existing SOPs, it aims to further holistically clarify S&O responsibilities/activities and the assessment processes that will be used to evaluate compliance with key title 23 requirements.

FLHs' official multi-year Program of Projects (POP) database coupled with the annual FY Obligation Plan (FY Ob Plan), jointly developed and coordinated between FLH and partner agencies, will serve as the official repository of approved projects. Within FLH's POP database, the delivery entity is identified for FLH staff's use and awareness. For detailed instructions on how the POP and FY Ob Plan are developed, refer to the FLTP and FLAP SOPs links provided in corresponding sections.

A. FEDERAL LANDS TRANSPORTATION PROGRAM

To promote consistency and avoid duplication, refer to the SOP entitled "[Programming Federal Lands Transportation Program \(FLTP\) Projects and Administration](#)"⁴. For S&O information pertaining to [FLTP Program Administration](#) refer to Section A of the FLTP SOP. For details regarding project selection, coordination and approval refer to Section B. Also included in Section B are roles and responsibilities and how annual constrained FY Ob Plan are created and jointly coordinated prior to October 1st of each FY. Information impacting S&O can be found in the [FLTP Program Implementation Guidance](#)⁵.

This section and related S&O processes described are amended in this document with the intent to streamline the process and leverage Federal to Federal relationships, while maintaining oversight on Project Level S&O projects delivered by FLMAs. When an FLMA elects to deliver a title 23 funded project, FLH must ensure the delivery process used by the FLMA meet requirements of the title. To do so, FLH will take either a programmatic or a project level approach to S&O based on the complexity of the project and conversations between FLH DOs and FLMAs.

A.1. S&O Level Determination

To help guide the discussion and determination on the proper S&O level and to encourage consistency, Table A-1 was developed to list common project components and their typical S&O Level. These are intended to provide typical project scenarios; it is not an all-inclusive list. After

⁴ <http://flhnet.fhwa.dot.gov/docs/fltp/Programming-Funding-FLTP-Projects-Administration-SOP.pdf>

⁵ <https://highways.dot.gov/sites/fhwa.dot.gov/files/docs/federal-lands/programs/federal-lands-transportation-program/8186/fltp-guidance-cleared.pdf>

joint project discussions, it may be determined that a project requires a different S&O level from what is suggested in Table A-1.

FLH will coordinate with FLMA staff to determine the S&O level of the project based on discussions and/or scoping visit reports. Additional information can be requested or gathered by FLH before making an S&O level determination.

If the FLMA and FLH DO cannot come to an agreement on the appropriate S&O level, the FLH DO and the FLMA should use the following process:

1. Collaboratively complete an FLTP Project Discussion Questionnaire (see Appendix A).
2. The FLH DO and FLMA will use their professional judgment on how to address outlier projects and, where appropriate, err on the side of collaboration.
3. If agreement cannot be reached, it should be elevated internally within the FLH DO and the FLMA. The DD has final delegated FLH authority to discuss and reconcile disagreements with FLMA staff regardless if FLMA staff are located regionally or in the HQ office.
4. As part of HFL’s annual review process, NPMs and the S&O Coordinator will regularly review the POP dbase to provide a second level tier examination of S&O levels across all projects. If projects cited as programmatic appear to be more aligned with project level, they will proactively reach-out to the applicable division office to better understand how they arrived at that status. This is a purposeful check and balance to ensure the Tables and Questionnaire are utilized in accordance with this S&O SOP. This process will aid in identifying efficiencies, trends and, best practices.

Table A-1 – Typical FLTP S&O Levels based on Project Components

	Project Component	Programmatic Level S&O	Project Level S&O
1	Transit Equipment and Services (via Concessionaire)	<u>Purchase</u> of driver-led buses and shuttles owned by FLMA. Includes highway and water transit services, charging stations	Purchase of autonomous vehicles/buses/shuttles owned by the FLMA Purchase of Ferryboats by FLMA
2	Transit related Capital Improvements	Transit Shelters / Public Stops / EV Charging stations	
3	Docks and Boat Ramps	Rehabilitation or replacement of boat ramps	New construction, replacement, rehabilitation, preservation of water dock facilities
4	Parking Lots	New construction, reconstruction, rehab. preventative maintenance, signing and/or striping	Complex parking lot and safety issues
5	Realignment and Widening	Trail realignment	Roadway realignment or substantial widening
6	Design Exceptions	Minor design exceptions	Major design exceptions related to safety
7	Geotechnical	Structural foundations that meet geotechnical site requirements (bridges without special/complex substructures)	Embankments with certain heights or soil conditions that have a high level of risk Major retaining walls (cut or fill side) with certain heights or in soil conditions that have a high level of risk

8	Hydraulic	Minor culvert replacements <48”	Major hydraulic analyses Major culvert replacements >48” Scour analysis for bridge foundations
9	Structures/Bridges	Standardized/prefabricated timber and trail bridges with standardized substructures Cyclical maintenance activities	Bridge construction and replacement Major work required to restore the structural integrity of a bridge, as well as work necessary to correct major safety defects. Condition-based Maintenance Activities ⁶ on bridge components in response to known defects
10	Paved or Gravel Surfaces	Paved - Preservation and preventative maintenance activities including; asphalt crack sealing, chip sealing, slurry or micro-surfacing, thin and ultra-thin hot-mix asphalt overlay, concrete joint sealing, diamond grinding, dowel-bar retrofit, and isolated, partial and/or full-depth concrete repairs to restore functionality of the slab; e.g., edge spalls, or corner breaks only. Gravel - Preservation, preventative maintenance, and rehabilitation work performed on the road which generally involving loosening of a significant amount of material, adding aggregate material, and changing part of, or much of the cross section of the roadway, including foreslopes and ditches. Dust abatement Stockpiling of gravel for maintenance use is not eligible under title 23	
11	Environmental	Routine Categorical Exclusions or EA’s Routine environmental mitigation	EIS Complex environmental mitigation?
12	Right of Way	Transfer or formalizing a Highway Easement Deed with local agency	Purchase of non-federal ROW
13	Miscellaneous	Restrooms Roadside safety hardware (guardrail, crash cushions, breakaway signs/lighting, etc.) in compliance with SDOT standards and details	Wildlife crossings EV Charging Stations Roadside safety hardware NOT in compliance with SDOT standards and details New Emerging Technologies/Initiatives

NOTE: In addition to the project attributes listed above that are used to determine the project complexity and the S&O level, the total cost of the project is also a consideration – the higher the cost, the higher the potential risk to the program. Therefore, FLH determined

⁶ Condition-based maintenance activities are performed on bridge components or elements in response to known defects. Condition-based maintenance improves the condition of that portion of the element but may or may not result in an increase in the component condition rating.

that a two-million-dollar mark will be used. The two-million-dollar mark is not to be used to identify delivery agency and should not automatically cause projects to be assigned to a higher S&O level but instead to ensure collaborative discussions regarding potential risks and delivery mitigation factors occur when this mark is reached. The intent is for the S&O level to be jointly determined based on the content of the discussion.

A.2. S&O Requirements

A.2.a Programmatic S&O Requirements

The title 23 requirements and FHWA's expectations of the FLMA are included in FLH's Allocation Memorandum GTC and reporting requirements. These provisions satisfy the S&O requirements. FLH staff may also elect to request project documentation on any FLMA delivered Programmatic S&O Level projects at any time, if desired. Moreover, this subset of FLMA delivered projects may be included in program and/or project reviews led by HFL program staff.

Projects determined to only need Programmatic level S&O typically do not require a separate project agreement. Project documentation should not differ from that of a Project Level S&O project. The only difference is that a Programmatic Level S&O project does not require FLH action to advance. When the FLH DD approves FLMA delivered projects and the FLTP funds are transferred to the FLMA, FLH transfers the project S&O responsibility to the FLMA, while retaining the overall program S&O responsibility. Therefore, the GTC requirements contained in the FHWA's allocation memorandum apply.

A.2.b Project Level S&O Requirements

Projects identified as Project level S&O require the development of an S&O checklist (Appendix B) and a project agreement (Appendix E) describing the project documentation to be submitted throughout the life of the project for FLH action. The FLMA is responsible for timely submittals of the project documentation to the applicable FLH DO at the different project phases for FLH action for funding allocation. Similarly, the FLH DO is responsible for concurring, reviewing and/or approving submittals in a timely manner so funding for the next phase of the project can be provided to the FLMA. The following Project Level S&O requirements apply throughout the life of the project. When a FLMA elects to deliver a title 23 funded project, FLH must ensure the delivery processes used by the FLMA meet requirements of the title. A PA will be used to document the specific roles of the FLH DO and the FLMA as well the deliverables, funding sources, project specific requirements, etc. Please note, for some agencies the term "agreement" carries certain legal requirements. The title of the document may be changed to make it more applicable for its intended use. Accordingly, the following procedures and tools described below:

1. The FLH DO Point of Contact (POC) will generate an S&O checklist jointly with the FLMA. See Appendix B. The S&O checklist includes documentation and deliverables expected from the FLMA, information needed for the terms of the PA, and defines

actions required by both parties. The items selected on the checklist will be included as part of the written PA with the FLMA. The checklist will be tracked by the FLH DO POC and the FLMA.

2. Specific items to consider for inclusion in the PA are cited in Appendix D. The FLH POC and the FLMA, will collaboratively determine how to leverage the items listed and/or amend the list based on project requirements in writing. For construction funds, a jointly signed PA between the FLMA and the appropriate FLH DO must be completed before the funds allocation occurs by the HFL NPM. The PA will reflect the FLH DO and FLMA's S&O role. A sample PA can be found in Appendix E.
3. During the life of a project, the FLH DO POC and the FLMA will co-manage the required actions identified in the PA. The FLMA will provide deliverables to the FLH DO POC and the FLH DO POC will ensure deliverables in the written PA and identified in the S&O checklist are being received, reviewed, concurred upon, and/or approved as necessary.
 - The following documents must be approved (*not just reviewed) by FLH DOs before the next phase of project development commences: NEPA document, design exceptions, ROW/utility certification, Plans, Specifications, and Estimates (95%).
4. Funding for projects will be allocated by phase (PE, CE/CN) once the FLH DO approves the respective documentation provided by the FLMA per the PA. The HFL NPM will allocate funds to the FLMA after the FLH DOs POC provides confirmation of approval of the appropriate deliverables from the FLMA.
 - If the project deliverables are not received in accordance with the timeline outlined in the PA, the FLH DO will follow the escalation process/conflict resolution matrix in the PA to obtain project documentation and/or deliverables from an FLMA. If attempts are not successful, the request should be elevated internally between the FLH DO and the FLMA counterpart to achieve resolution.
5. All FLMA delivered, Project Level S&O project documentation, including the executed PA, will be stored and maintained by FLH in a single location accessible by all FLH staff. The single location will be the official FLH repository for conducting S&O assessments. The project documentation stored in this location must be kept current by the FLH DOs. This practice supports efficient business practices and easy access to project information to support S&O activities by HFL NPMs and potential auditors. The FLH DOs will store these files on their respective servers as official records.
6. It is the discretion of the FLH DOs to visit FLMA delivered project sites and observe the delivery practices of Project Level S&O projects. Any planned project visits at the DD level will be coordinated with the appropriate FLMA HQ office and communicated to the applicable HFL NPMs for their situational awareness. The subset of visit findings and/or recommendations that relate to the FLMA HQ must be coordinated through the HFL NPM.

A.4. FLH Delivered Project Requirements

Projects delivered by FLH DOs will follow the roles and responsibilities established in the PA between FLMA and FLH. These roles and responsibilities include similar requirements to the FLMA delivered Project Level S&O requirements described above. The FLH DO and the FLMA will collaboratively define their roles, responsibilities, terms and actions required by both parties in the PA. Although the complexity level of the project may vary, all project documentation is required to be shared and reviewed with the FLMA facility owner throughout the life of the project, including detailed design information upon request from the FLMA.

A.5. Agency Force Account⁷

Per 23 USC 203 (a)(5), FLTP projects are to be performed by contracts awarded by competitive bidding. As an exception, agency force account can be used only when the DOT Secretary or the Secretary of the appropriate Federal land management agency affirmatively finds that, under the circumstances relating to the project, a different method is in the public interest. A “public interest” finding (PIF) must be approved by the Secretary (or official designee) of the appropriate FLMA, and FLMAs shall provide the PIF and Secretarial approval to FLH. *Please note, delegation letters are not required.* Elements and factors of the PIF may include but are not limited to the following:

- i. Availability of commercial sources, including small businesses, in the project area,
- ii. Effect on the Small and Disadvantage Business Utilization Goals,
- iii. Whether the agency typically has federal employees performing the work,
- iv. Estimated cost of federal employee performance versus contractor performance,
- v. Project Complexity,
- vi. Size of the project,
- vii. Location of the project,
- viii. Urgency of the need for the project,
- ix. Benefits to the agency for using agency force account,
- x. Other internal Federal agency considerations/requirements used to justify use of agency force account.

FLH does not approve FLMA agency force account requests. Upon receipt of the PIF and Secretary-approval from the FLMA, the FLH DD (or delegated designee) has the responsibility to determine that the PIF has addressed the agency force account request satisfactorily. FLTP project funds will be made available by HFL to FLMAs only after agency force account documentation has been received, reviewed, and concurred on by the FLH DD.

B. FEDERAL LANDS ACCESS PROGRAM

To promote consistency and avoid duplication, an existing SOP entitled “Process and Procedures for Administering the Federal Lands Access Program (FLAP) *[For projects programmed for delivery by the State Departments of Transportation (SDOT) or the Local Public Agencies*

⁷ The term “agency force account” shall mean the direct performance of transportation construction work by using federal labor, equipment, materials, and supplies, in place of a construction contract awarded by competitive bidding. The term shall also include other non-competitive bid scenarios for transportation construction projects funded in whole and/or in part with FLTP resources

(LPAs) through the SDOTs]” is referred to often throughout the body of this SOP. They are complementary and this related SOP can be found at [FLAP SOP](#).

To promote alignment and leverage FA DO expertise, the S&O responsibilities for projects, funded under FLAP, and programmed for delivery by the SDOT and/or LPAs as sub-recipients of the SDOT, collectively referred to as “SDOT/LPA-delivered projects” are governed by existing Federal-aid S&O protocols and agreements used for 23 U.S.C. Chapter 1 programs. The complementary SOP describes the process and roles of all relevant offices for SDOT/LPA delivered projects.

In cases where the Federal-aid/SDOT S&O agreement does not address or apply (e.g. project(s) where the LPA is a direct recipient of FLAP funds), the FLH DOs will have S&O responsibility until such time when FHWA develops overarching direct recipient S&O guidance where the FA DOs will perform S&O directly with LPAs. Once this new guidance is released, FLAP direct recipient projects will fall under its purview and will be administered accordingly. In the interim, the following describes S&O requirements for situations where the FLH DO provide S&O of the FLAP projects being delivered by direct recipients:

- During the call-for-projects an application is submitted by an LPA proposing to deliver the project as a direct recipient.
- If the FLAP project is being considered for programming by the PDC and the SDOT will not provide S&O through the Federal-aid/SDOT S&O agreement:
 - The FLAP Program Manager performs a capabilities assessment of the delivery agency (e.g., county, borough, city, town or state non-DOT agency) to make the determination that the direct recipient can deliver a federally funded project;
 - The PDC and the FLH DO will need to coordinate the capabilities assessment with the FA DO for their input.
 - DD approves the capability assessment for the delivery agency in consultation with the Federal-aid Division Administrator;
 - PDC programs the project and notifies the applicant of project selection only after approval of the delivery agent.
- The FLH DO may reach an understanding with the FA DO where FLH and the FA DOs partner to provide S&O to administer these projects. In these instances, the FA DOs will provide S&O support to the FLH DOs.
 - In cases where a non-certified LPA is the delivery entity, it is important to involve the FA DO both during programming and during the S&O.
- A project MOA is executed between the FLH DO and the direct recipient outlining scope, schedule, budget, and roles and responsibilities.
- SDOT will not provide S&O through the Federal-aid FHWA/SDOT Agreement and is not a party to the project MOA;

- Once the project MOA is executed, the FLH DO, through their Acquisitions Branch, will execute a CA with the direct recipient following the guidelines of Acquisition Procedural Memorandum ([APM-41](#)) and the [CA Template](#).
- Funds are made available directly from FHWA to the direct recipient by means of the CA.
- The FLH DO assumes the S&O responsibilities of the project in lieu of the SDOT.

This project delivery scenario is permissible on a case-by-case basis within existing law and guidance. The applicable FLH DO, in consultation with the FA DO, retains the authority to ascertain if the delivery entity possesses the technical and financial capability and capacity to deliver a title 23 funded project and comply with all related requirements. The FLH DO will collect information from the delivery agency, SDOT, and/or other sources to conduct a risk assessment and capabilities assessment on the delivery agency. Additionally, the FLH DO may work with the PDC members to coordinate the completion of the assessments. The information and assessments will be used to inform the DD's final decision of the agency's capability to deliver. Prior to giving final approval, the DD shall discuss the decision with the Federal-aid Division Administrator to ensure the FA DO is in agreement. If the delivery decision is approved by the DD, the full breadth of S&O activities cited in Appendix C will apply to the project regardless of its complexity or estimated cost. Additionally, the sample project agreement elements cited in Appendix E should be referenced in the project MOA (see Appendix G for FLAP project MOA template). The approval decision and delegation apply solely with the DD's.

B.1. FLAP Project Agreement/MOA

The FLH DO Program Manager (PM) will communicate with the applicable parties to coordinate the development of the project MOA. Depending on the type of funds provided for the project, coordination to develop other agreements (i.e. match agreement), transfers, or obligating documents may be required. The development of the project MOA is a higher-level document with possible multiple signatories and the CA is a one-on-one project specific document between FLH and delivery agency. We need both documents. The project MOA and obligating documents are considered project activities and can be billed directly to the project. Appendix C lists the FLH DOs S&O role and the S&O checklist. These items should be incorporated into the project MOA (template in Appendix G), executed for all FLAP projects delivered by LPAs or state non-DOT agencies where the SDOT assumes no S&O responsibilities, under the Stewardship & Oversight Activities section.

The project MOA should include a statement that 2 CFR 200 requirements or the "Uniform Requirements" and [23 CFR 630.112\(c\)\(2\)](#), Agreement Provisions, must be followed. During the life of a project, the FLH POC will receive documents from the delivery agency and coordinate FLH required actions in the project MOA. The FLH POC will approve documents or actions when received or completed. The following documents must be reviewed and approved (*not just reviewed) by the FLH POC before the next phase of project development commences: NEPA document, design (including exceptions), ROW/utility/railroad certifications, Plans,

Specifications, and Estimates (95%), advertisement, award, and contract modifications. In their oversight role, the FLH DO will use their professional judgement to decide if the project warrants one or more site visits. They should also reserve the right to do one or more inspection of the construction project.

The FLH DO may reach an understanding with the FA DO where FLH and the Federal-aid DOs partner to provide S&O to administer these FLAP projects. In these instances, the Federal-aid DOs provide S&O support to the FLH DOs on an as-needed basis. This support could include, but is not limited to, taking the lead on NEPA, conducting site visits, or performing final inspection.

With the executed project MOA, the CA, and proof that the project is on a Transportation Improvement Program (TIP), funds for preliminary engineering will be obligated by the FLH DO. For CA's which are executed by phase, a CA amendment will be required before funds can be obligated for construction and construction engineering. The FLH DO will initiate the CA amendment following the receipt and approval of appropriate S&O documents as noted in the project MOA.

C. FUNDING S&O ACTIVITIES FOR FLTP AND FLAP

The first choice for funding of FLH S&O activities is with GOE funded staff. However, there are situations when GOE-funded staff is not available to perform these tasks. The following addresses how to fund these cases:

- S&O activities on FLTP FLMA delivered projects and FLAP LPA delivered projects not funded with GOE will be directly charged to the project.
- The PDC shall program a project S&O budget, funded through FLAP, to cover S&O costs incurred on direct recipient FLAP projects.

There should be no FLH S&O activities associated with SDOT/LPA delivered projects where the S&O is performed by the SDOT and/or administered by the FA DO.

C.1. Permissible Uses of FLTP and FLAP for S&O on Partner delivered projects

The following items are eligible S&O related tasks:

- Establish budgetary processes to track and bill for project specific S&O activities. This activity includes the development of the project budget.;
- Identify the S&O level of FLTP projects needing a joint discussion;
- Determine the S&O deliverables required for the S&O level;
- Coordinate the development of the PA/MOA and obligating documents (including the FLAP CA);

- Coordinate submission, review, and/or approval of documents stemming from the S&O Check List and documented in the PA/MOA;
- Create and maintain project files for partner-delivered projects;
- Participate in HFL Annual Assessments on Programs and/or projects
- Participate in all activities related to project specific S&O meetings; and
- Participate in final inspections, as needed.

C.2. FLH Division offices' S&O Budget Calculation

Once the project is programmed as project level S&O, the S&O budget needs to be calculated. S&O budget calculation methods are in Appendix F. The FLH POC will work with the Partner to establish a budget for S&O activities by project. Communication between the FLH POC and the FLMA/PDC is crucial because the S&O budget increases the overall budget. The S&O budget will be included in the project total and will be reflected in the PA/MOA and included in the POP database. For FLTP, the HFL NPMs will extract the yearly budget from the POP database to coordinate the allocation of the total required funding to the FLH DOs including the S&O funds. If additional funding becomes necessary, the FLH POC will coordinate the new budget with the Partner and request an additional allocation from the HFL NPM. For FLAP, funds will be authorized to the FLH DOs by State. The Divisions will be responsible for making FLAP funds available for S&O activities by project based on the executed project MOA. At the end of the FY, unobligated S&O funds are either returned during August redistribution or pulled back as carryover as part of the normal year-end activities. For FLTP, the FLH DOs will request new S&O funds for the following FY. For FLAP the funds are reinstated by State.

C.3. Tracking S&O Activities

The FLH POCs will ensure that all S&O activities are entered in the Project Management Information System (PMIS) and charged appropriately. Non-GOE funded employees should use the 700-task activity code to track actual S&O cost in DELPHI. The costs will be posted with the S&O Administration (SA) for the phase code and corresponding fund code. Reconciliation by the FLH DOs between the DELPHI project accounts, and the approved budgets is necessary to ensure the appropriate use of S&O funds. Note: For FLAP S&O costs should only be incurred for projects not transitioning to the FA DO.

The example below includes the S&O accounting strings (one for FLTP and one for FLAP) for a Partner delivered project. Please note: Fund codes will be determined per instructions from the Office of Budget.:

Program	FHWA	FLH Division office	State	Project Number	Activity Code	Phase Code	Fund	State	FLH Division office	State	Division Code	NPS or FWS Code
FLAP	15	16	49	461002	700.	SA.	TBD.	49	16	49	00	0000
FLTP	15	16	49	461002	700.	SA.	TBD.	49	16	49	00	0000
Project Number				Task Number				Organization Number				

The following table summarizes the early programming steps

S&O SOP				
Program	FLTP		FLAP	
Coordination of State TIP report	The State TIP report is to be generated using the POP Database with the work approved by the DDs. Revisions to the State TIP report will be charged to FLPP.		Once the Programming Decision Committee (PDC) selects the projects, the FLH DO evaluates the delivery Agency. These activities are charged to GOE and/or overhead. For a list of activities or additional details, refer to "SOP- Use of Planning Funds for the Federal Lands Access Program". A detailed selection letter is prepared by the FLH DO for those projects transitioning to the Federal aid. This activity is charged to GOE and/or overhead.	
Once the project is selected, an account is set up in Delphi				
Codes	FLH Delivered	FLMA Delivered	FLH Delivered	Partner Delivered (Not transitioning to Federal-aid)
S&O Activity code	Varies	700	Varies	700
S&O administration Phase code	Varies	SA	Varies	SA
Program Fund code ¹	TBD	TBD	TBD	TBD
S&O Eligible Activities				
Project Risk Assessment related to S&O	N/A	700.SA	N/A	700.SA
Development of Project Agreements	510.PE	700.SA	510.PE	700.SA
S&O - Monitor PS&E, NEPA, Permits, ROW, etc.	510.PE 520.CE	700.SA	510.PE 520.CE	700.SA
S&O - Coordinate the receipt, review and approval of documents	510.PE 520.CE	700.SA	510.PE 520.CE	700.SA
Create and maintain project files for CAP reviews	N/A	700.SA	N/A	700.SA
Participate at S&O meetings	N/A	700.SA	N/A	700.SA
Participate at final inspections for S&O	520.CE	700.SA	520.CE	700.SA
CAP reviews	N/A	700.SA	N/A	700.SA
Release of funds				
Allocation of funds to the FLH Divisions	Per the jointly approved FY Obligation Plan		Funds allocated by formula once received from Budget. Funds are allocated to Divisions.	
Fund Release timing for project agreement development	Once project approved by the DD and included in the POP Database and accounted in the FY Ob Plan ^{2,3} .		After PDC approval	
Fund Release timing for PE	After project agreement is signed ^{3,4}	After project agreement is signed ^{3,4}	After project agreement is signed by all parties	After project agreement signed by all parties

Funds released for CN & CE (A signed project agreement is required)	For partner delivered projects, after the FLH DO receives, reviews, concurs and or approves the project documentation to proceed with the construction phase per the project agreement between the FLH Division and the partner.
<p>Notes:</p> <ol style="list-style-type: none"> 1. The “XX” is to represent all variations of the program fund code. 2. For FLH delivered FLTP projects, the HFL holds the FLTP funds. After partner's approval of the FY Ob Plan, the FLH Divisions requests NPM funds for their expected annual obligations. 3. For FLTP FLMA delivered projects, the HFL allocates the funds once the project agreement is signed for project level S&O. The project needs to be included in the State TIP report and the FY Obligation Plan. The State TIP report and FY Obligation Plan are extracted from the POP Database by the NPM and certified by the FLH Divisions before the funds are released. 4. The FLMA initiates the contact with FLH Divisions. The FLH Division drafts the project agreement. 	

VII. COMPLIANCE ASSESSMENT PROGRAM (CAP) REVIEWS

The purpose is to provide reasonable assurance that projects funded with FLTP and FLAP funds comply with key title 23 federal requirements.

1. The bi-annual review will be performed on FLH and FLMA Delivered projects by HFL NPMs, in collaboration and coordination with FLH DO’s and FLMA’s.
2. At the beginning of May every other FY, the HFL NPMs will randomly select up to four (4) projects from the POP for each program. The project sample will consist of up to 2 projects each per FLMA, per FLH DO that have gone to construction during the previous 12 months. There may be cases where more projects may be reviewed if the program size warrants an increased review. The project file information for both FLTP and FLAP, stored in a TBD location, will be reviewed for compliance by the HFL NPMs.
3. The HFL NPMs will use the template located in Appendix H to conduct the CAP review. These reviews consist of checking documentation against the S&O check list and PA/PMP/MOA to ensure the federal requirements (e.g., 2 CFR 200 or uniform requirements for FLAP) have been met. No travel or site visits are needed for these recurring, bi-annual CAP reviews by HFL NPMs. FLH (headquarters and DOs) reserves the right for a more detailed program or partner delivery review on site. To reiterate, it is important all project file information is stored in the single repository. This is the responsibility of FLH DOs.
4. If a selected project falls within the Programmatic S&O level category, the HFL NPM will request the project documentation to the FLMA HQ.
5. For FLMA Delivered projects, the HFL NPM will compile the information into a single report and provide a draft report to the FLMA HQ for comment. If needed, the FLMA will develop a Plan of Corrective Action (PCA).
6. After FLMA comments are incorporated and PCA developed (as appropriate), the HFL NPM will brief the FLH CBO and PP&E Branch Chiefs on the results. Thereafter, the information will be shared with the FLH SES LT.

7. The HFL NPMs will finalize the CAP review results and PCA and transmit to the FLMA HQ.
8. For FLH Delivered projects, the HFL NPMs will compile the information into a single report and brief the FLH DOs CBOs and PP&E Branch Chiefs on the results. Thereafter, the information will be shared with the SES LT.
9. For FLAP, the sample of projects for CAP review will be identified based on the project risk at the discretion of the HFL NPM. The size of the sample will be representative of the universe of projects being administered by FLH DOs. At the request of the HFL NPM, the FLH POC will provide the required information for the CAP review.

All CAP review results will be stored and maintained in the single file repository, along with project file information, location TBD. Any follow-on actions associated with the review will be tracked and monitored accordingly by the HFL NPMs. All information will be accessible to FLH DOs. FLMA-specific information will be shared, as appropriate

VIII. ANNUAL ASSESSMENTS ON PROGRAMS, PROJECTS, AND PROJECT ENGINEERING FUNCTIONS

FLH will perform annual assessments and will continue to apply agency's principles and practices to the program office's evaluation of S&O activities. The assessment tools and practices included in this SOP align with the agency's structure to ensure internal program and/or project assessments are aligned with the agency's efforts. This SOP complements, but does not duplicate, the Financial Integrity Review and Evaluation (FIRE) or Procurement Management Review(s) (PMR). The FIRE and PMR reviews are separate from the review guidelines of this document. The annual assessments are intended to generate cross-unit discussions and analyses on business operations and document notable practices for wider FLH program use, including FLH and partner delivery areas.

The following are the oversight protocols which apply to the FLTP and FLAP:

1. The scope of 1- 2 annual assessment(s), led by HFL Office of Programs, will be informed by a range of considerations including but not limited to:
 - a) Administration's/agency's priorities,
 - b) feedback from FLH program staff and Business Council,
 - c) dashboard metrics/program data,
 - d) eligible partners,
 - e) external audits,
 - f) funding availability, and
 - g) SES LT's final approval.

2. HFL will coordinate annually with FLMA HQ on the analysis of data and information, solicit feedback from internal and external stakeholders, discuss potential review areas during the Annual Business Meeting, and develop one or more proposed review areas for the FLH SES LT's approval. The HFL S&O Coordinator will be responsible for the generation and vetting of candidate program assessment topics and/or project delivery engineering practices with staff and leadership.
3. The proposed review assessment area(s), for the following FY, will be coordinated and align with the agency's program assessment area selection process which generally occurs in July of the current FY. The scope of the review/assessment may vary, e.g. it may look at only specific phases such as environmental compliance or transportation planning or it could be more overarching e.g. focus on holistic view of program.
4. The approved review area(s)/topics will inform the composition of the assessment review team (aka review team or assessment team). The HFPD in coordination with the FLH SES LT with the FLH SES LT will determine who will be the leading the different assessment review teams. The HFL S&O Coordinator can assist with coordinating the development of assessment teams and participate on the review teams as warranted.
5. The assessment team may be comprised of HFL and FLH DO staff; other FHWA offices; and/or partner agencies to ensure the proper expertise and experience of team members exists. The team will seek opportunities to leverage resources that promote independence and unbiased review.
6. The review team will develop a review plan and submit to the HFPD for approval. The HFPD will coordinate with the FLH SES LT, FLH CBO and FLMA HQ Leadership as applicable.
7. The review team will conduct Entrance and Exit meetings with the host offices/organizations (e.g. FLH DOs, and/or FLMA leadership). The scope and target timeline of a typical assessment is approximately 1-2-week period but could span longer if field reviews are needed. Information will be requested and collected based upon the assessment focus area. Host offices/organizations of assessment review team representatives should plan for 80 business hours, including any travel.
8. The assessment review team will generate an initial report to help improve processes, ensure compliance and to provide consistency. The audience of assessment reports are the FLH SES LT, FLH CBO and FLMA HQ Leadership.
9. The initial draft report will be shared with the FLH DO and agency within 30 days from the initiation of assessment and/or the last site visit/virtual outreach to clarify information before the team finalizes it. The FLH DO and/or Partner agency will have 10 business days to provide clarifying comments to the team. In the absence of comments, the team will move forward to finalize the report.
10. Within 60 days following the assessment initiation, a final report will be generated and presented directly to the FLH CBO, FLH Chief of Engineering and/or FLMA with a courtesy copy provided to the FLH SES LT, Directors of Finance/Data Integrity and A&E/Construction

Acquisitions and Special Assistant. The assessment team leader will coordinate a final briefing with both FLH and/or FLMA leadership.

11. Once the report is finalized, the approval authority to share report results outside FLH (for privacy purposes) resides solely with the FLH AA. One predictable exception may be an external auditor's request for past program assessment information. In this case, relevant assessment report materials will be provided to an auditor by the HFPD. In consideration of this scenario, the authors of future, annual assessment reports will be instructed to draft their team findings and recommendations in a constructive and professional manner. Meaning, the written narrative will describe notable practices and improvement opportunities thoughtfully and judiciously. In the unlikely event that serious compliance issues are observed *during* the assessment review, they will be communicated by the assessment team leader to the HFPD before the final report is drafted. Further instructions to the team will be forthcoming by the HFPD following consultation with applicable FLH business council members and executive leaders.

12. If the assessment finds opportunities for improvements and/or corrective actions, a process improvement/corrective action plan will be generated by the host division/office and/or Partner within 45 days of the final report date. The FLH CBO, FLH Chief of Engineering and/or FLMA will identify which findings and recommendations will be acted upon. Follow through will be monitored by the FLH DO's leadership first and foremost followed by the appropriate HFL NPM and/or FLMA HQ program manager(s) (if applicable) and HFL S&O Coordinator.

13. As this process develops fully, the HFL S&O Coordinator will perform an analysis of report findings, approved recommendations, and follow-up actions to help the program office and partners ascertain if progress is being made and/or if trends are starting to appear that require closer examination. Analysis will also assist in defining subsequent scope(s) of reviews.

14. Review reports and corresponding process improvement/corrective action plans, will be posted on an FLH server. This internal FLH site will serve as a central repository.

IX. RECORDS

The manuals, procedures, instructions, forms and templates will be kept in a common location with the master log for future modifications. A copy of the document in PDF format will be posted at the Policy and Guidance Center on the intranet. Once a new document is approved by Headquarters, the process owner will send an email with a hyperlink to the document following normal distribution procedures.

Note: These are internal documents. Any further distribution must be approved by the Associate Administrator or his/her designee(s).

X. REFERENCES

[Programming Federal Lands Transportation Program \(FLTP\) Projects and Administration](#)

Process and Procedures for Administering the Federal Lands Access Program (FLAP) for projects administered by Federal aid [For projects programmed for delivery by the State Departments of Transportation (SDOT) or the Local Public Agencies (LPAs) through the SDOTs]

[FLH's records management policy](#)

[FHWA Record Management Order 1324.1B](#)

[Bridge Preservation Guide](#)

[FHWA Order 5020.1A](#) on Repayment of Preliminary Engineering Costs

XI. APPENDICES

Appendix A – FLTP Project Discussion Questionnaire Template

Appendix B – FLTP Stewardship and Oversight Check List – FLMA Delivered Project Level S&O Projects

Appendix C – FLAP Stewardship and Oversight Check List – LPA delivered projects administered by Federal Lands Division through a Cooperative Agreement

Appendix D – Sample Project Agreement Elements

Appendix E - Project Agreement (Template) with Stewardship and Oversight

Appendix F - S&O Budget Calculation Methodologies

Appendix G – Federal Lands Access Program Project Memorandum of Agreement

Appendix H – CAP Template

Appendix A – FLTP Collaborative Project Selection Discussion Questionnaire Template

FLTP Collaborative Project Selection Discussion Questionnaire				
	FLMA tracking ID:		Date:	
	Project Name:		FLH Project ID:	
	Project Description:			
	Project Location:			
	Latitude		Longitude	
	State		Congressional District	
	FLMA Project POC:			
Line 11	Pre-screening Project Identification (High level scope, budget and FLMA priority)			
Line 12	Is the project eligible per 23 U.S.C. Section 203 (a)(1)?			
Line13	Is this a study directly related to a project?			
Line 14	Factor	Project details & information	Discussion notes	Resolution

Line 15	Project objective			
Line 16	Improvement type			
Line 17	What are the project components?			
Line 18	What's the anticipated level of NEPA Documentation? (Environmental complexity)			
Line 19	What is the estimated project cost?			
Line 20	Does the project include other funding sources that require match or other requirements?			
Line 21	How does the proposed project advance the statutorily defined program goals?			
Line 22	Delivery Agency Determination - Select one below			
Line 23	<input type="checkbox"/> Based on the project pre-screening discussion, both parties have jointly agreed that FLH will deliver.			
Line 24	<input type="checkbox"/> Based on the project pre-screening discussion, both parties have jointly agreed that the FLMA will deliver. Complete Complexity Assessment below to determine complexity and S&O requirements.			
Line 25	<input type="checkbox"/> The delivery agency is undecided. Complete Complexity Assessment below to recommended the complexity and S&O/Documentation requirements.			

Line 26				
Line 27	Initials of FLMA Representative		Initials of FLH Representative	
Line 28	Complexity Assessment (Additional project information; Refined scope, schedule and budget; Stakeholders and political interest; project complexity level and project delivery agency considerations)			
Line 29	Factor	Project details & information		Discussion notes
Line 30	Is this project included on the FLMA asset management plan? preventive maintenance plan? or other improvement plan?			
Line 31	ROW required			
Line 32	Utility easements			
Line 33	Railroad involvement			
Line 34	Safety implications/ design exceptions			
Line 35	Complex scheduling (Construction season limitations, FLMA events)			
Line 36	Complex engineering features			
Line 37	Complex geological features			

Line 38	Remote location / access limitations			
Line 39	Multiple construction sites (bundle projects into one contract)			
Line 40	Is this project dependent on another project (partially or fully) for sequencing?			
Line 41	Are there environmental mitigation components (like wildlife-vehicle mortality) to track?			
Line 42	Project urgency			
Line 43	Are there state and local stakeholders? What is the stakeholder level of interest?			
Line 44	Political interest			
Line 45	Tribal involvement - delivery, funding, oversight, etc.			

Line 46	Partnering complexity			
Line 47	What public communication protocols are needed?			
Line 48	What is the proposed contracting method?			
Line 49	How will NEPA be handled? -Roles, and responsibilities, payment, level of involvement with one Federal decision			
Line 50	Is the right contracting method being proposed?			
Line 51	Does the delivery agency understand Title 23 contracting requirements?			
Line 52	Does the delivery agency has expertise delivering Title 23 projects?			
Line 53	Does the delivery agency have the capacity and technical expertise to complete the project?			
Line 54	Other criteria at FLH discretion (what questions would be?)			
Line 55	Final determination			

Line 56	<i>S&O Level</i>			
Line 57	<i>Recommended delivery agency</i>			
Line 58				
Line 59	We certify that the FLTP Collaborative Project Decision Discussion questionnaire was jointly completed and agreed upon the results:			
Line 60				
Line 61				
Line 63	Initials of FLMA Representative		Initials of FLH Representative	

	INSTRUCTIONS: Questions for FLMA and FLH to discuss project at different stages of the programming lifecycle. There is not a quantitative assessment. The objective is to identify project considerations. The outcome is a mutual understanding of the project's complexity to inform the appropriate project oversight, to be documented in the project agreement as applicable. The questionnaire is divided in three sections: Pre-screening, Complexity Assessment and Final Determination.		
	S&O levels: <u>Programmatic S&O</u> – FLMA delivered Low complexity projects whereby the S&O responsibility has been delegated to the FLMA. The FLMA is responsible for storing and maintaining S&O documentation. <u>Project level S&O</u> – FLMA delivered high complexity projects. The FLMA will be required to submit project documentation for FLH action per the S&O checklist attached to the project agreement or project management plan. <u>FLH Delivery</u> – Projects delivered by FLH. The project complexity may vary, but FLH will maintain and request FLMA action as required per the comprehensive project agreement or project management plan throughout the life of the project.		
	Project complexity is defined as: <u>Low complexity project</u> - clear requirements, relatively low costs, preservation/preventative maintenance type projects. <u>High complexity project</u> - larger project, or unclear requirements, and/or FLMA has limited expertise (or lack of resources) for this type of project. It can also be a project with clear requirements but with nuances that require mitigation. (Note: the determination can be based on one or a combination of factors previously described).		
	Project Name: It can be the Recreation Area Name, Bridge Name or general name. Use the same project name in the Project List. FLH Project ID: Identifier to be used in the POP. Can be updated later once known. FLMA tracking ID: Number or code used by the FLMA to identify the project. Can be updated later once known. Project Description: High level description indicating the type and size of asset, treatment, and degree of complexity. Project Location: Road number, mile post, etc. FLMA Project POC: Please provide name, title, office, phone and e-mail.		
			Additional Clarifications
Line 11	Pre-screening discussion is not sufficient to add the project into the FLH "State" TIP report.		
Line 12	Yes	No	No - no need to discuss further. Project rejected
Line13	Yes	No	No - no need to discuss further. Project should be funded with planning funds (FLPP)
Line 14	Low Complexity	High Complexity	Resolution - include the outcome of the concerns raised during the discussion.
Line 15	What do we want to accomplish with this project? e.g. safety concerns, improve mobility, improve rideability		

Line 16	Pavement preservation, trail, rehabilitation, transit	Bridge, 3R, New construction (structures), replacement	
Line 17	e.g. pavement preservation, bridge, retention wall, slope stabilization, safety improvements, AOP, etc.?		
Line 18	Cat. Ex.	E.A or E.I.S.	For NPS only: NEPA classification determined first by NPS and then FHWA
Line 19	<\$2M	>\$2M	
Line 20	No	Yes	Different funds may have restricted uses, tracking/reporting requirements, and availability to be combined with other sources.
Line 21	<ul style="list-style-type: none"> ◦ a state of good repair of transportation facilities; ◦ a reduction of bridge deficiencies; ◦ an improvement of safety; ◦ high-use Federal recreational sites or Federal economic generators; and ◦ the resource and asset management goals of the Secretary of the respective FLMA. 		
Line 22			
Line 23	<p>Agreement is reached for FLH delivery, therefore no need to continue. The additional project information will be gathered following FLH processes (example project agreement development). If delivery agency is undecided, then continue with the discussion to obtain additional project details.</p>		
Line 24			
Line 25			
Line 26	Please initial here to indicate that there has been a joint decision on FLH delivery and that there is no need to continue filling out the questionnaire.		
Line 27			

Line 28	Do we have sufficient information to continue the assessment? If no, then stop here? If the discussion stops here, the project <u>won't be</u> submitted for FLH DD approval.		
Line 29	Low Complexity	High Complexity	Resolution - include the outcome of the concerns raised during the discussion.
Line 30			
Line 31	None, or only a small number of landowners involved	Many landowners involved, possible condemnation	Includes consideration of temporary construction easements.
Line 32	Above ground phone & power, only temporary relocation needed	Main trunk fiber optic line buried within construction limits	Determination by FHWA and FLMA if major effort is required; may involve multiple phases of construction to complete utility work and then transportation component.
Line 33	None	Crossing or building above an active line	Complicated overlap of other transportation systems may require special consultation and cooperative solutions.
Line 34	Minor	Will require design exceptions	
Line 35	Single season	Overlapping work window restrictions expected	Multiple construction seasons can mean more complex mobilization and/or demobilization and multiple projects contracted in same geographic area can complicate management.
Line 36	Nothing unusual	Customized components or specialized work effort required.	Material or supply source may be limited or costly, there may be a limited pool of contractors who can do the work, or the construction is extremely unique.
Line 37	Nothing unusual	Area has slide challenges, unstable slopes, riverine or coastal flooding, or wetlands or permafrost are present that will require specialized work	
Line 38	Have public or legal access without any legal obstacles. For transit: Typical multimodal access	Limited access - Isolated road or geographically remote where mobilization by air or barge is required. For transit: Isolated road or geographically remote where special access or operation is required.	Advance scheduling and construction timing critical; adds complexity to scheduling deliveries; may require special knowledge of FLMA unit staff. For transit: purchase timing adds complexity to scheduling start up or revised operations; may require special knowledge of FLMA unit staff

Line 39	No	Yes	
Line 40	No	Yes	
Line 41	No	Yes	
Line 42	Normal project timelines	Pressure to have the project expedited	Two types of circumstances contribute to urgency: a) external pressure by others to complete a project or b) an imminent environmental or public use impact that requires immediate attention.
Line 43	Low interest	High interest	
Line 44	Local interest only	Statewide, regional, and/or Congressional interest	A project that transcends state and Federal boundaries or that affects a nationally significant landmark or feature could pose interest.
Line 45	Tribal entity not involved	Tribal entity - involved, explain involvement.	
Line 46	None or one transit partner	Multiple or multiple transit partners with possible complex negotiations	For transit projects: State, regional, or local systems with their own operational requirements or needs may pose challenges in coordinated interface.
Line 47	Not required	Required	

Line 48	Sealed bids	Has elements of cost reimbursement (e.g. Force Account)	Design build or selection of contractor is more involved than sealed bids. Has the FLMA successfully completed this contracting method?
Line 49			
Line 50			
Line 51	Yes	No	
Line 52	Has delivered projects of similar size/complexity successfully	First time or previously had problems	Determination of expertise mutually decided by FHWA and FLMA.
Line 53	Yes	No	
Line 54			
Line 55			
Line 56	FHWA and FLMA program managers make recommendation to FHWA FLH Division Director and FLMA leadership on project complexity level: Low, medium or high complexity.		
Line 57	FLMA and FLH based on complexity level propose a delivery agency. The final delivery agency determination will be included with the FLH DD approval determination.		
Line 58			

Line 59			
Line 60			
Line 61	Please initial here once the discussion is complete.		
Line 62			

Appendix B – FLTP Stewardship and Oversight Check List – FLMA Delivered Project Level S&O Projects

Notes: Phases or Activities marked with an asterisk (*) must be included in every Project Level S&O check list and project agreement.

FLH’s role is not to perform regular, in-depth technical/engineering review to critique the FLMA’s work. It is an S&O review to ensure the requirements of title 23 are being met.

For Programmatic S&O level projects, FLMA’s should store and maintain all applicable S&O checklist list items.

For Project level S&O projects, FLMA’s should store, maintain, and submit all applicable S&O checklist items.

Phase or Activity	Project Level S&O Projects	Partner Role	FLH Role	Comments
<i>Planning & Programs</i>				
Evidence that project is on an approved program of projects	X	Provide	Review/concur	For funds disbursed by a division, they may know this already
*Evidence of being on a TIP or STIP	X	Provide	Review/concur	
Design Standards/Geometrics to be used identified	X	Provide	Review/concur	Generally, standards used by transportation agencies will be acceptable.
Design exception approval agency identified		Provide	Review/concur	If the partner is a State DOT, they would follow their process, no FLH involvement
Evidence of funding allocation	X	Provide	File copy	
Project agreement with scope, schedule, & budget	X	Provide	Approve	FLH would be a signatory. Would be involved in the drafting to define what S&O deliverables it will receive
Maintaining agency identified	X	Provide	File copy	Many times, the entity doing the work is also the maintainer

Phase or Activity	Project Level S&O Projects	Partner Role	FLH Role	Comments
Identify when funds will be de-obligated and returned (x days from project closeout)	X	Provide	File copy	
<i>Environment</i>				
Lead Federal agency identified	X	Provide	concur	FHWA must be a co-lead agency on an EIS
Anticipated NEPA action				
Copy of/review of Draft documents	X	Provide	Review/concur	FLH should review to insure they can be adopted by FLH
Copy of proposed level of NEPA documentation	X	Provide	File copy	(CE, EA, or EIS)
Evidence of permits	X	Provide	File copy	
Review of Public Notices	X	Provide	File copy	
Attend public meetings		Schedule, invite	Attend	FLH should attend if serving as a co-lead on an EIS regardless of project risk designation
* NEPA document	X	Provide	Adopt or develop parallel document	FHWA approval needed
<i>Design</i>				
Review 30% PS&E		Provide	Review/concur	
Review 70% PS&E	X	Provide	Review/concur	
Review 95% PS&E	X	Provide	Review/approve	Are required contract provisions included – Common Rule or Fed Aid?
Review or approve design exceptions	X	Provide	Review/approve	If the partner is a State DOT, they would follow their process

Phase or Activity	Project Level S&O Projects	Partner Role	FLH Role	Comments
*Review ROW certifications	X	Provide	Review/approve	If ROW is acquired, it must follow Uniform Federal Relocation Act
*Utility/Railroad Agreements	X	Provide	Review/approve	FLH needs certification
Acquisitions				
Approval of proprietary products	X	Provide	Review/approve	State DOT's already have approved lists. FLMA have to follow FARs
*Review contract package for required clauses (Civil Rights, Davis-Bacon, Buy America/American, etc.)		Provide	Review/approve	Would not need to do this if the partner is another federal agency or State DOT following Fed Aid procedures.
*Concur in award of contract		Provide	Review/concur	Generally would only get involved if additional funds required
Receive copy of award package	X	Provide	File copy	FLH should have a copy of the package in its files in case inquiries are received
Review or approve contract modifications		Provide	Review depends upon nature of CM	Need to assure non-eligible work is not being paid for with program funds
Construction				
Attend Pre-Construction meeting		Schedule	Attend on-case-by-case basis	
Project Inspections		Schedule	Attend on-case-by-case basis	Define which ones you will be doing.
• Monthly				Is there a full time employed public employee in responsible charge for administering the project?

Phase or Activity	Project Level S&O Projects	Partner Role	FLH Role	Comments
• Mid-construction	X			
• Final	X			Projects above \$xxx or type FLH should attend the final regardless of risk level. Final could be done electronically with photos.
Copy of As built		Provide	File copy	Generally only request these if project adjacent to or along a corridor FLH is working on or if FLH does asset management. Used for updating system info
Materials Testing QA/QC Plan	X	Provide	Review/concur	If doing a field review, be sure to verify it is being followed.
Copy of final voucher		Provide	File copy	
Contract Dispute (Claim)		Notify	Provide assistance if requested	Need to be aware if additional funds are needed

Appendix C – FLAP Stewardship and Oversight Check List – LPA delivered projects administered by Federal Lands Division through a Cooperative Agreement

CATEGORY		ACTION	FLH DIVISION ROLE
PLANNING	1	Evidence of being on a TIP	Review/Concur
	2	Maintaining agency identified	Maintain File Copy
FINANCIAL AND PROJECT MANAGEMENT	3	Project agreement, modifications, and project closures	Approve
	4	Cooperative agreement <ul style="list-style-type: none"> • Obligate funds • Approve payments 	Execute/Approve
	5	Final Voucher	Maintain File Copy
	6	Utilizing a consultant to act in a management support role for the delivery agency.	Approve
	7	All CE/EA/FONSI, EIS/ROD, 4(f), 106, 6(f) and other approval actions required by Federal environmental laws and regulations.	Approve
	8	Evidence of Permits	Maintain File Copy
PRELIMINARY DESIGN	9	noncompetitive procurement method for engineering and design-related services	Approve
	10	Design Standards/Geometrics to be used	Review/Concur
	11	Exceptions to design standards	Approve
	12	30% and 70% PS&E	Review/Concur
	13	Site visits	Attend
FINAL DESIGN, PS&E AND ADVERTISING	14	ROW certifications	Review/Approve
	15	Utility/Railroad Agreements	Review/Approve
	16	Final PS&E	Review/Approve
	17	Approval of proprietary products	Review/Approve
CONTRACT ADVERTISEMENT AND AWARD	18	Contract package for required clauses (Civil Rights, Davis-Bacon, Buy America, etc.)	Review/Approve
	19	Cost-effectiveness determinations for construction work performed by contract awarded by other than competitive bidding or by force account.	Review/Approve
	20	Award of contract or rejection of all bids	Concur
CONSTRUCTION	21	Pre-Construction meeting	Attend
	22	Project Inspections (mid-construction and final)	Attend
	23	Changes and extra work	Approve
	24	Contract time extensions	Approve
	25	Copy of As-built	Maintain File Copy
	26	Materials Testing QA/QC Plan	Review/Concur
	27	Settlement of contract claims	Concur
	28	Termination of construction contracts	Concur

Appendix D – Sample Project Agreement Elements

(Elements required will vary depending upon project scope.)

<ul style="list-style-type: none"> • Project name(s) 	<ul style="list-style-type: none"> • Other project nomenclature
<ul style="list-style-type: none"> • Who is a party to the agreement 	<ul style="list-style-type: none"> • Design standards/geometrics
<ul style="list-style-type: none"> • Signature/date block 	<ul style="list-style-type: none"> • ROW/railroad/utilities
<ul style="list-style-type: none"> • Project background/description 	<ul style="list-style-type: none"> • Construction
<ul style="list-style-type: none"> • Authority for agreement 	<ul style="list-style-type: none"> • Roles/responsibilities of participants
<ul style="list-style-type: none"> • Purpose of agreement 	<ul style="list-style-type: none"> • Maintenance of facility
<ul style="list-style-type: none"> • Scope 	<ul style="list-style-type: none"> • Agreement amendment process
<ul style="list-style-type: none"> • Schedule/milestones 	<ul style="list-style-type: none"> • Identify points of contact
<ul style="list-style-type: none"> • Deliverables 	<ul style="list-style-type: none"> • Dispute resolution/escalation process
<ul style="list-style-type: none"> • Budget (PL, PE, CE, CN) 	<ul style="list-style-type: none"> • Any agency standard provisions
<ul style="list-style-type: none"> • Funding sources identified 	<ul style="list-style-type: none"> • Agreement duration
<ul style="list-style-type: none"> • Funding match type (Access Program) 	<ul style="list-style-type: none"> • Project closeout process & timeframes

Appendix E – FLTP Project Agreement (Template) with Stewardship and Oversight

(This template is designed for a FLTP project)

Project Name: *(may have several names)*

Project Route: *(may have several route #)*

State:

Park, Forest, Refuge, County: *(where is the work being done)*

Type of Work: *(repair/rehabilitation, 4R, Category 1, 3R ...)*

Length: *(overall length of the work)*

Parties to this Agreement: *(list Division office, county, state, refuge, park, forest, FLMA, DSC, road district, ... who owns the road or is involved in delivering, funding, or maintaining of the project of the project)*

This agreement describes specific project requirements to be fulfilled and duties to be performed by all parties to produce or supply the services and products as agreed to below.

AGREED:

Federal Land Management Agency
(may have multiple lines, signatories)

Date

Division Director or Chief, Business Operations (FLH Division)
(may be their acting "For" if they are out of the office)

Date

PROJECT AGREEMENT AUTHORITY

By what authority are we allowed to enter into this agreement?

PROJECT BACKGROUND

Short history of the road or why is the project being done?

OVERALL PROJECT SCOPE

The purpose of this project is to do what? Better define project location, - mileposts, intersection to intersection... Should expand upon the description on the signatory page.

The scope of this project consists of: (can insert a table with a preliminary listing of quantities and cost estimate if available– see example below. Want to get a feel for the major items and project estimate. Entity doing the work will provide this information. This could be provided separately as part of the documentation requested in the last section of this document.)

Main Road Items	Quantity	Unit	Price	Total Cost	Cost per Mile
Crack routing and sealing	31,070	LF	\$ 3.50	\$ 108,750.00	\$ 17,740.62
Imported Material	425	CY	\$ 25.00	\$ 10,630.00	\$ 1,734.09
Asphalt Concrete Pavement	14,171	Ton	\$ 85.00	\$ 1,204,520.00	\$ 196,495.92
Subexcavation	2,000	LF	\$ 25.00	\$ 50,000.00	\$ 8,156.61
Shoulder Stabilization	7,920	LF	\$ 100.00	\$ 792,000.00	\$ 129,200.65
Rock Scaling	11,110	SY	\$ 30.00	\$ 333,300.00	\$ 54,371.94
Concrete Barrier Rail - Remove/Reset	360	LF	\$ 50.00	\$ 18,000.00	\$ 2,936.38
Concrete Barrier Rail	360	LF	\$ 200.00	\$ 72,000.00	\$ 11,745.51
Remove Guardrail	34,600	LF	\$ 10.00	\$ 346,000.00	\$ 56,443.72
Guardrail	34,600	LF	\$ 65.00	\$ 2,249,000.00	\$ 366,884.18
Guardrail - End Sections	34	EA	\$ 5,000.00	\$ 170,000.00	\$ 27,732.46
Permanent Signing	50	EA	\$ 520.00	\$ 26,000.00	\$ 4,241.44
Removal of Signs	50	EA	\$ 100.00	\$ 5,000.00	\$ 815.66
Permanent Markings, White	64,730	LF	\$ 0.12	\$ 7,770.00	\$ 1,267.54
Permanent Markings, Yellow	64,730	LF	\$ 0.10	\$ 6,470.00	\$ 1,055.46
Culvert Replacements	1,700	LF	\$ 100.00	\$ 170,000.00	\$ 27,732.46
Fish Passage Culvert MP 3.38	45	LF	\$ 2,500.00	\$ 112,500.00	\$ 18,352.37
Fish Passage Culvert MP 4.62	140	LF	\$ 1,900.00	\$ 266,000.00	\$ 43,393.15
Fish Passage Culvert MP 5.80	80	LF	\$ 1,750.00	\$ 140,000.00	\$ 22,838.50
Schedule				\$ 3,000.00	
Temporary Traffic Control				\$ 30,000.00	
Erosion Control				\$ 25,000.00	
			Subtotal 1:	\$ 6,145,940.00	\$ 1,002,600.33
Contractor QA/QC	2%			\$ 122,918.80	
Sampling & Testing	5%			\$ 307,297.00	
Survey	3%			\$ 184,378.20	
Contingency	30%			\$ 1,843,782.00	
			Subtotal 2:	\$ 8,604,316.00	
Mobilization	10%			\$ 860,431.60	
			Subtotal 3:	\$ 9,464,747.60	
Inflation Costs /Year (3 Years)	4%			\$ 1,135,769.71	
Total Estimated Cost (2013)=				\$ 10,601,000.00	

DESIGN STANDARDS

Criteria		Comments
Standard	<i>Ex. AASHTO Very Low Volume</i>	<i>Add if needed</i>
Functional Classification		
Surface Type		
Design Volume	vpd	

FUNDING

Fund Source	Amount	Comments
<i>Title 23 program funds-what type?</i>		<i>Add if needed</i>
<i>Other funds-type? May not have any</i>		
<i>Other funds-type?</i>		
TOTAL		

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 parties role and responsibility for this agreement. *(this table would list the representatives of the entities that signed the agreement. It may not be the same individuals who signed the agreement.)*

Organization	Name / Phone Number
FLMA	
FLH Division Office	<i>This is the person who will receive the requested documents and do/ensure the FLH role.</i>

Appendix F – S&O Budget Calculation Methodologies

1. Federal Lands Highway - S&O Cost Calculator - Tailored by Project

Project Name	Delivery FY	FLMA	Unit	Region	State	Short S&O Activity Description	Estimated Salary Cost	Estimated Travel Cost	Total

This spreadsheet can be used to request the total amount of S&O funding required for each FLTP project per FY from HFL.

1. EXCEL Tool

The FLH Divisions can develop their own S&O calculators to determine their S&O costs based on their specific needs.

Example

Project Info	
Agency Type	State
Project MOA	Yes
Funds Transfer Method	Cooperative Agreement
Division making FHWA Environmental Decision	WFLHD
Environmental Decision Type	Cat Ex
Potential WFLHD travel	Low
Project Specific Costs	0
Factors	
Project Duration	1 Year
Project Complexity	Low
Calculation	
MOA Preparation	\$1,000
Basic document and invoice review	\$2,000
Environmental Decision	\$1,000
Potential WFLHD travel	\$500
<i>Subtotal</i>	\$4,500
Multiplier	1
<i>Subtotal</i>	\$4,500
Project Specific Cost	\$0
Total	\$ 4,500

Select the Agency delivering the project, funding mechanism, project complexity; will the environmental document be a Cat Ex, EA, or EIS?; what is the duration of the project?; will a site visit be required?, etc. Based on these different factors, a multiplier is assigned and an estimate is derived.

Agency Type	County, State, Federal, Other
Project MOA	Yes, No
Funds Transfer Method	Direct, RASPS, RA
Division making FHWA Environmental Decision	WFLHD, Fed Aid, None
Environmental Decision Type	Cat Ex, EA, EIS
Potential WFLHD travel	None, low, med, high
Project Specific Costs	Dollar Amount
Project Duration	1,2,3,4,5
Project Complexity	Low, Med, High

Basic document and invoice review	\$2,000
-----------------------------------	---------

MOA	
Yes	\$1,000
No	\$0

Division making FHWA Environmental Decision	
None	\$0
Federal Aid	\$500
WFLHD	below

Funds Transfer Method	
Direct	\$500
RASPS	\$500
Funds Transfer Agreement	\$1,000
RA	\$4,000

WFLHD Environmental Decision Type				
	Cat Ex	EA	EIS	Note
Other	\$3,000	\$0	\$0	Assumes if an EA or EIS is warranted for a County or Other project that it will be done by WFLHD at a project specific cost
County	\$3,000	\$0	\$0	Assumes if an EA or EIS is warranted for a County or Other project that it will be done by WFLHD at a project specific cost
State	\$1,000	\$2,000	\$10,000	
Federal	\$1,000	\$2,000	\$2,000	

Potential WFLHD Travel	
None	\$0
Low	\$500
Med	\$2,000
High	\$5,000

Project Duration Factor	
1 Year	1
2 Years	1
3 years	1.2
4 years	1.5
5 years	2

Project Complexity	
Low	1
Med	1.1
High	1.2

2. Estimated Lump Sum Figure(s) for Low and High-Risk Projects:

\$5,000 for project-level S&O

Appendix G – Federal Lands Access Program Project Memorandum of Agreement

(Note: Project MOA template for use on all projects not transferred to the Federal-aid Division for administration)

Project / Facility Name: *(may have several names)*

Project Route: *(may have several route #'s)*

State:

County(ies): *(or Parish, Township, Borough, etc.; place where the project is physically located)*

Owner of Federal Lands to which the Project Provides Access:

Entity with Title or Maintenance Responsibility for Facility:

Type of Work: *(short description of project, e.g.)*

<i>ROW</i>
<i>Utilities</i>
<i>NEPA</i>
<i>Preliminary Eng.</i>
<i>Repair, Rehabilitation, Reconstruction</i>
<i>Construction</i>
<i>Construction Eng.</i>

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: *(list Division office, county, state, road district, ...who owns the facility or is cooperating in delivering, funding, or maintaining the project)*

The Program Decision Committee approved this project on _____(date).

AGREED:

State Department of Transportation, Title
(May not be needed)

Date

Facility Owner

Date

(County, parish, road district, etc., may not be needed or may have multiple signatures)

Division Director or Chief of Business Operations, FLHD

Date

(May be their acting "For" if they are out of the office)

(Include any other agency or tribe who will be listed in the roles and responsibilities section of this Agreement)

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 [INSERT THE STATE / AGENCY(CIES) PROVIDING THE MATCH] agrees to provide a matching share equal to [INSERT THE APPLICABLE PERCENTAGE PER 23 USC 120] of the total cost of the project, as detailed more fully in Section J below. *(If an agency (or agencies) other than FHWA will be expending Access funds, INSERT THE FOLLOWING: 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.)*

(There may be supplemental agreements in addition to this agreement, such as a separate agreement addressing the matching share, or agreements addressing different phases of the project as appropriate.)

B. AUTHORITY *(By what authority are the parties allowed to enter into this agreement? May include what authority the other parties are invoking.)*

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204 and [INSERT THE STATE OR LOCAL AUTHORITY AS APPROPRIATE].

C. JURISDICTION AND MAINTENANCE COMMITMENT

The [INSERT “STATE” and/or “LOCAL JURISDICTION”] 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

The [INSERT EITHER THE STATE, THE LOCAL AGENCY, OR BOTH] has coordinated project development with the [INSERT THE APPLICABLE FLMA]. The [INSERT THE APPLICABLE FLMA] support of the project is documented [INSERT THE APPLICABLE REFERENCE]. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the [INSERT THE APPLICABLE FLMA].

E. PROJECT BACKGROUND/SCOPE *(Note: To the extent that some or all of the material required in Sections D. through L. are contained in an Application Document, a Work Plan, Contracts, or some other document, such document(s) may be incorporated into this document by reference and attached hereto in lieu of repeating the information in this document. Clear language incorporating relevant material must be included in this document whenever this approach is taken. Care should be taken to avoid incorporating material that may represent proffers or commitments to which FHWA does not agree.)*

(Provide short history of the purpose and need for the project. Better define project location, - mileposts, intersection to intersection... Should expand upon the type of work listed on the signatory page. What will the end product look like?)

(Preliminary purpose and need to be stated here.)

F. PROJECT BUDGET *(This section may be abbreviated with only a tentative project cost based on the application pending a more in-depth scoping of the proposed project. If so, a more detailed budget thereafter should be developed and approved by the parties or the Programming Decisions Committee, as appropriate.)*

Item	Estimate (\$)	Comments
<i>ROW</i>		
<i>Utilities</i>		
<i>NEPA</i>		
<i>Preliminary Eng.</i>		<i>Could be split</i>
<i>Construction</i>		
<i>Construction Eng.</i>		
<i>Contingency</i>		

Item	Estimate (\$)	Comments
Total		<i>Should equal the programmed amount</i>

G. ROLES AND RESPONSIBILITIES *(Keep the roles and responsibilities at the agency or entity level. The project team member representing the agency/entity is responsible for ensuring that it meets its commitments. The Roles and Responsibility Table should include all signatory entities to the agreement. Can list the individual's roles and responsibilities in the table listing the team members.) The following is an example of what the roles and responsibilities may look like.*

Responsible Party	Product/Service/Role	Comments
FLH Division	<p><i>Insert FHWA's role. What is FHWA responsible to deliver? Include mention of S&O if FHWA is not doing the PE, CN, and CE. Use bullet listing, e.g.</i></p> <ul style="list-style-type: none"> • <i>Prepare environmental documents and make project decisions based on the NEPA documents</i> • <i>Subject to the NEPA decision,</i> <ul style="list-style-type: none"> ○ <i>Obtain permits required for Federally constructed projects</i> ○ <i>Prepare right-of-way plans and legal descriptions of parcels to be acquired.</i> ○ <i>Prepare the PS&E</i> ○ <i>Construct the project</i> 	
State DOT	<p><i>Insert State's role. What is the State responsible to deliver? e.g.,</i></p> <ul style="list-style-type: none"> • <i>Attend reviews and meetings</i> • <i>Provide available data</i> • <i>Review plans and specifications</i> 	

Responsible Party	Product/Service/Role	Comments
Local Public Agency/Tribe	<p><i>Insert the local public agency's role. What is the local agency responsible to deliver? e.g.,</i></p> <ul style="list-style-type: none"> • <i>Obtain permits other than those required for Federal constructed projects</i> • <i>Coordination and costs associated with utilities</i> • <i>Acquire right of way</i> • <i>Attend reviews and meetings</i> • <i>Provide data on traffic, accidents, material sources, etc.</i> • <i>Review plans and specifications at each phase of the design</i> • <i>Assume responsibility of the NPDES permit after project completion</i> • <i>Provide long term maintenance and operation of the facility</i> 	
<i>Only include another agency or Tribe if they are signatories to this Agreement</i>	<i>If another agency will have a role or responsibility, list it here. Ex. If a FLMA or a Tribe will contribute toward the match requirement, they should be signatories to this Agreement and their role listed here.</i>	

H. ROLES AND RESPONSIBILITIES – SCHEDULE *(This section may be abbreviated with only a tentative project schedule based on the application pending a more in-depth scoping of the proposed project. If so, a more detailed schedule thereafter should be developed and approved by the parties or the Programming Decisions Committee, as appropriate.)*

Responsible Lead	Product/Service/Role	Schedule Start-Finish	Comments
<i>List the responsible entity, not individuals</i>	<i>Insert tasks appropriate for the project. List major milestones. This is not a detailed work plan. Schedule may change due to environmental process</i>	<i>May break down into several phases such as preliminary, intermediate, and final design</i>	

Responsible Lead	Product/Service/Role	Schedule Start-Finish	Comments
<i>Ex: FHWA</i>	<i>NEPA</i>		
<i>Ex: Local or state</i>	<i>ROW Acquisition</i>		

I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	<i>Ex. AASHTO Very Low Volume</i>	<i>Add if needed May have other standards depending on type of facility</i>
Functional Classification		
Surface Type		
Design Volume		

J. FUNDING

Fund Source	Amount	Comments
<i>Title 23 program funds-what type?</i>		<i>May have multiple lines.</i>
<i>Local Matching Share – which entity? May have more than one entity providing funds or other in-kind contribution</i>		<i>Cash or in-Kind Contribution</i>
<i>What is the source of the matching funds? Besides funds from the State, funds authorized for the Tribal Transportation Program (23 U.S.C. 202) and the Federal Lands Transportation Program (23 U.S.C. 203) may be used to meet the match requirement. Also, other Federal funds not authorized under titles 23 or 49, may be used toward the match requirement.</i>		
<i>Other funds-type?</i>		<i>Are additional funds being provided for non-eligible items?</i>
TOTAL		<i>Should match programmed amount</i>

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 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.

(When FHWA is delivering the project, include also in this section how and when the local matching share will be provided. Cover the strategy for tracking the local matching share, including documentation and recordkeeping associated with in-kind contributions. Address the need for or incorporate a commitment to cover additional matching amount that may be required if there are cost increases due to contract modifications or claims, including FHWA administrative costs for the CMs or claim. If FLH is not delivering, then the tracking strategy and requirements would be included in the S&O Section of the agreement.)

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. *(This table would list the representatives of the entities that signed the agreement. It may not be the same individuals who signed the agreement. The individuals will be the ones doing the day-to-day tasks to develop the project. Some entities may have more than one member on the team.)*

Name/Title	Organization	Address/Phone Number/Email
	Local public agency	<i>Can add another column to detail the individual’s project related responsibilities.</i>
	State	
	Others	

<i>(May have a PM, lead designer, ...)</i>	<i>FHWA Division</i>	<i>This is the person who will receive the requested documents and perform/oversee the FHWA role. This would be the project manager & others if FHWA is developing the project. It may be some other position if one of the signatory entities is doing the project development.</i>
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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	<i>(partner 1)</i>	<i>(partner 2)</i>	Time
<i>Project Manager or POC Name, title, contact info</i>	<i>This line should most likely be the project team members</i>		<i>X days</i>
<i>Branch Chief</i>			
<i>Director</i>			
<i>Division Engineer</i>			

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. STEWARDHIP & OVERSIGHT ACTIVITIES

Item	Responsible Party	FLH Role
<i>If FLH is not responsible for the project delivery, tracking & reporting the local match and other Stewardship and Oversight requirements must be accounted for in this section</i>		

(Based upon the risk assessment (complexity of the undertaking and capabilities and past performance of the entity who is the delivery partner), the FLH POC would fill in this table with the items that they feel are necessary for S&O. They would pull items from the Oversight Checklist – Partner Delivered Title 23 table. (Source: Federal Lands Highway Program Oversight Guidance, September 7, 2012). The FLH role is not to perform a technical review of the delivery agency’s work, but rather to ensure Title 23 compliance (or other laws as applicable). If items are not delivered timely or in such poor condition that it brings into question the ability to deliver, the issue needs to be elevated to all participants to the agreement.

If FLH is responsible for the development and delivery, and a partner is providing only the local match funding in cash, with no ROW or utilities issues, this section may not be needed.)

Appendix H – CAP Template

 <h2 style="text-align: center;">FLH Compliance Assessment Program (CAP) Questionnaire</h2>			
FLH DIVISION	ID#	DATE OF REVIEW	FEDERAL PROJECT # STATE PROJECT #
<input type="checkbox"/> FLTP <input type="checkbox"/> FLAP <input type="checkbox"/> If FLAP, State _____		<input type="checkbox"/> STATE ADMINISTERED <input type="checkbox"/> LOCALLY ADMINISTERED	
PROJECT DESCRIPTION			
INDIVIDUAL (S) CONDUCTING REVIEW			
SUPERVISOR REVIEW			
NAME:			
DATE:			
ADDITIONAL CAP REVIEW GUIDE(S) USED ON THIS REVIEW (LIST ALL)			
Instructions			
<ol style="list-style-type: none"> Complete all questions in the CAP Core Question Form for all CAP reviews. Do not modify questions. Provide comments for each of the NO, N/A or Don't Know answers. Directly verify all answers with source documentation. Ensure source documentation is retained by the Division or State and available as necessary for quality assurance reviews or audits. 			

#	CORE QUESTIONS	CITATION	ANSWER	COMMENT
CQ1	Was the project included in the Transportation Improvement Plan (TIP) prior to the obligation of funds?	23 CFR 450.220(d)	<p>Yes, the project was included in the FLH approved TIP prior to the obligation of funds</p> <p>No, the project was not included in the FLH approved TIP prior to the obligation of funds. (comment required)</p>	

			<p>N/A, requirement does not apply (comment required)</p> <p>Don't Know, could not be verified at the time of review (comment required)</p>	
CQ2	Was the appropriate NEPA action completed within appropriate timeframes via USC23, i.e. Record of Decision (ROD), Finding of No Significant Impact (FONSI), or Categorical Exclusion (CE) determination?	23 CFR 771	<p>Yes, the appropriate NEPA action was completed within required timeframes, i.e. ROD, FONSI, or CE determination</p> <p>No, the appropriate NEPA action was not completed within required timeframes, i.e. ROD, FONSI, or CE determination (comment required)</p> <p>N/A, requirement does not apply (comment required)</p> <p>Don't Know, could not be verified at the time of review (comment required)</p>	
CQ3	Did the partner provide a statement regarding the status of all ROW, utility, and railroad work and provides copies of include all applicable permits?	23 CFR 635.309 (b)	<p>Yes, the partner provided a statement that all right-of-way clearance, utility, and railroad work has been completed prior to the date of authorization and applicable permits.</p> <p>Yes, the partner provided a <u>conditional</u> statement for right-of-way clearance, utility, and railroad work that necessary arrangements have been made for it to be undertaken and completed for proper coordination with the physical construction</p> <p>No, the partner did not provide a statement that all right-of-way clearance, utility, and railroad work has been completed prior to the date of authorization and/or applicable permits. (comment required)</p> <p>N/A, requirement does not apply (comment required)</p> <p>Don't Know, could not be verified at the time of review (comment required)</p>	
CQ4	Were the Plans, Specifications and Estimates (PS&E) submitted and approved at 95% by FLH?	<p>23 CFR 630.1012(b)</p> <p>23 CFR 630.1012(c)</p>	<p>Yes, the PS&E were submitted by the partner and approved by FLH.</p> <p>No, the PS&E were not submitted by the partner and/or approved by FLH.</p> <p>N/A, requirement does not apply (comment required)</p> <p>Don't Know, could not be verified at the time of review (comment required)</p>	
CQ5	Is there a full-time public employee administering the project?	<p>23 CFR 635.105</p> <p>FHWA Guidance Memo</p>	<p>Yes, a full time employed State engineer is in charge</p>	

			<p>Yes, a full time employed Local Public Agency employee is administering the project</p> <p>No, there is no full-time public employee responsible for administering the project (comment required)</p> <p>N/A, requirement does not apply (comment required)</p> <p>Don't Know, could not be verified at the time of review (comment required)</p>	
CQ6	If applicable, did the project require a contract change order or extra work order and if so, was a cost analysis performed and submitted to FLH for approval?	23 CFR 635.120	<p>Yes, the partner followed the contract modification process properly and secured FLH's approval.</p> <p>No, the partner did not follow contract modification processes properly and/or did not secure FLH's approval.</p> <p>N/A, requirement does not apply (comment required)</p> <p>Don't Know, could not be verified at the time of review (comment required)</p>	
CQ7	<p>For FLAP projects:</p> <p>Was the match required provided?</p> <p>Was the match for S&O activities provided?</p>	23 CFR 120	<p>Yes, the match was provided.</p> <p>No, there is a tapered match agreement. Match will be provided by the end of the project. (comment required)</p> <p>No, the match for S&O activities was not provided. (comment required)</p>	
CQ8	Was the project delivered within the project agreement's scope?	Citation or policy	<p>Yes, the project was delivered within the project agreement's scope.</p> <p>No, the project was not delivered within the project agreement's scope. (Comment required)</p> <p>Don't Know, could not be verified at the time of review (comment required)</p>	
CQ9	Was the project delivered within the schedule?	Citation or policy	<p>Yes, the project was delivered within schedule.</p> <p>No, the project was not delivered within schedule. (Comment required)</p> <p>Don't Know, could not be verified at the time of review (comment required)</p>	

CQ10	Was the project delivered within budget?	Citation or policy	Yes , the project was delivered within budget. No , the project was not delivered within budget. (Comment required) Don't Know , could not be verified at the time of review (comment required)	
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