

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**

**Original: JUNE 21, 2021**  
**Modification 001: February 14, 2024**

**Project / Facility Name:** UT FLAP SLA 10(1) MILL CREEK CANYON ROAD

**Project Route:** Mill Creek Canyon Road from Winter Gate to the Upper Big Water Trailhead

**State:** UT

**County:** Salt Lake County, Utah

**Owner of Federal Lands to which the Project Provides Access:** U.S. Forest Service (USFS)

**Entity with Title or Maintenance Responsibility for Facility:** Salt Lake County, Utah

**Type of Work:**

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

Right of Way and Utility Relocations: Acquisition of all right of way and easements needed for the project

Construction/Construction Contracting: Acquisition by contract of construction work in accordance with the (plans, specifications, and estimate

Construction Engineering: Administration of the construction contract

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

**Parties to this Agreement:** Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD), Salt Lake County, Millcreek, and U.S. Forest Service (USFS).

The Program Decision Committee approved this project on

May 20, 2021

Date

**AGREED:**

\_\_\_\_\_  
Catherine Kanter, Deputy Mayor for Regional Operations  
Salt Lake County

\_\_\_\_\_  
Date

\_\_\_\_\_  
~~Chad Hudson, Acting~~ Dave Whittekiend, Forest Supervisor  
USFS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Silvestrini, Mayor  
Millcreek

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judy Salomonson, Chief of Business Operations  
FHWA-CFLHD

\_\_\_\_\_  
Date



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**A. PURPOSE OF THIS AGREEMENT**

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental review, 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 environmental review 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 environmental review process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

~~The estimated total project cost, including engineering and escalation of construction costs to the program year, is \$19,600,000. If Federal Lands Access Program funds are used for the development or construction of this project, Salt Lake County agrees to provide a matching share equal to 6.77% of the first \$12,000,000 (FLAP funded amount) and 50.00% of the remaining cost of the project above \$12,812,400, as detailed more fully in Sections J and K below.~~

**Modification 001: This modification is to increase anticipated project costs to account for higher-than-expected escalation, project complexity, and increased parking/trailhead improvements. Increases in the Preliminary Engineering (PE) are generally related to realized escalation in the cost of labor, increased level of NEPA compliance from a Categorical Exclusion (CE) to an Environmental Assessment (EA) due to public interest, increased scope related to the Elbow Fork and Alexander Basin Parking areas, and increased partner coordination due to project complexity. Increases in the Construction Engineering (CE) are generally related to escalation in the cost of labor and increased construction duration from 1.5 season (1 season with a previous fall season tree clearing) to a full two construction seasons due to project complexity and calculated quantities. The Construction Contract (CN) is the calculated Engineers Estimate (EE) based on proposed scope and design using a combination of cost base and historical unit price analysis, escalated to August of 2024 at 6% (\$1.3M).**

**Modification 001 assumes the project will be obligated in August 2024 and advertised in October 2024; however, the FLAP program may not have sufficient funding in Fiscal Year 2024 (FY24) to support the project at this funding level, which could potentially delay the project by one year to FY25, and incur another year of escalation not accounted for in the estimated costs. A delay to FY25 will result in another modification to this agreement.**

**The revised estimated total project cost, including engineering and escalation of construction costs to the FY24 program year, is \$25,800,000. If Federal Lands Access Program funds are used for the development or construction of this project, Salt Lake County agrees to provide a matching share equal to 6.77% of the first \$12,000,000 (FLAP funded amount) and 50.00% of the remaining cost of the project above \$12,812,400, as detailed more fully in Sections J and K below.**

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**B. AUTHORITY**

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

**C. JURISDICTION AND MAINTENANCE COMMITMENT**

**Salt Lake County** has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

**D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION**

**Salt Lake County** has coordinated project development with the USFS. The USFS support of the project is documented in the Utah Federal Lands Access Program Project Application for this project submitted by **Salt Lake County** to FHWA-CFLHD. Each party to this agreement has a primary role in the environmental review process, design, or construction shall coordinate their activities with the USFS.

**E. PROJECT BACKGROUND/SCOPE**

Purpose and Need

The purpose and need of the project includes improvements to safety/access, enhancing users' recreational experience, and preserving natural resources. The focus is on deteriorated roadway conditions, safety concerns for the various user groups, and emergency access needs. Completion of the proposed project will enhance the user experience for the County's 1.3 million residents and other visitors. Through the project improvements, the natural resources and amenities will be more equipped to withstand the anticipated visitation increase.

How Project Addresses Identified Purpose and Need

This project aims to improve safety by separating user groups (bicyclists/pedestrians/motorists) through improvements to the roadway, crosswalks, and parking areas. Overall, it will increase access to high quality recreational experiences and access to recreational opportunities through improved signage and informational wayfinding. Natural resources will be preserved through erosion control measures and best practices to protect the water and wildlife resources.

Proposed Project Scope

The proposed project scope summarized below is the outcome of multiple Project Partners meetings to define priorities and to develop a project scope. The project limits are between Maple Grove Parking (Winter Gate) and Big Water Trailhead (4.5 miles).

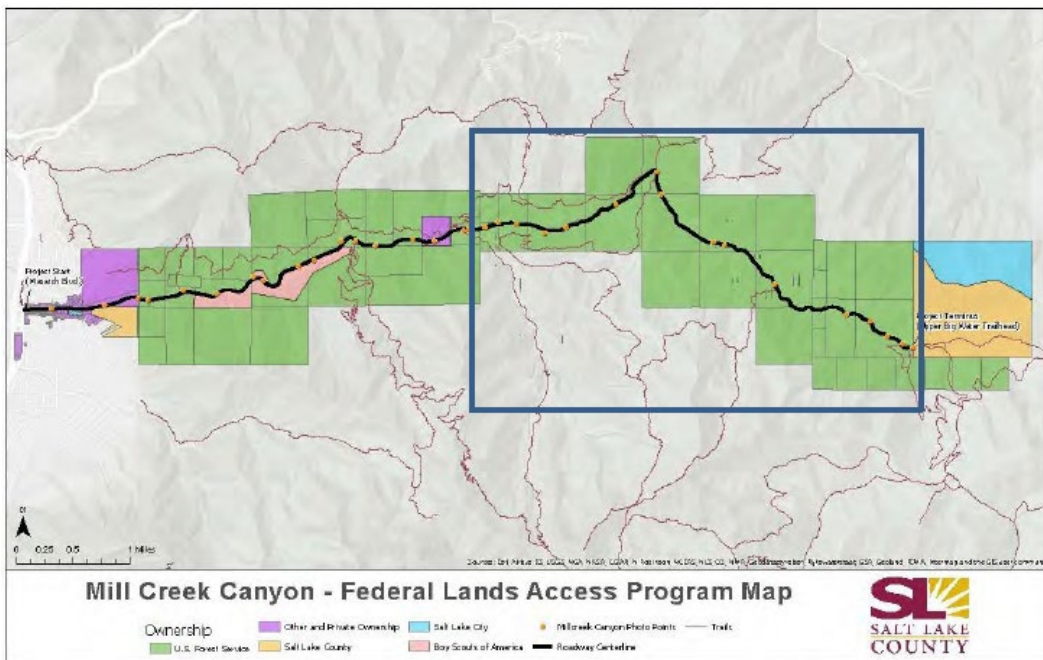
In summary, the project consists of reconstruction of Mill Creek Canyon Road from Big Water Trailhead to Elbow Fork (3.1 miles) with ~~11' wide lanes with 1' shoulders~~ **10' wide lanes, no shoulders**, and no bike lane (24~~20~~-foot paved top); from Elbow Fork to Winter Gate (1.4 miles) with ~~11' wide lanes with 1' downhill shoulder and uphill 5 foot width bike lane (28 foot paved top)~~ **10' wide lanes with no downhill shoulder and uphill 4 foot width bike lane (24-foot paved top)**. The roadway will remain narrowed at three locations; (1) Stone Bridge #1 with 9' wide lanes, 1 foot downhill shy distance, and uphill 4 foot width bike lane (23-foot paved top) to avoid historic structure impacts with full structure replacement, (2) Thousand Springs will remain two 9 foot lanes (18-foot paved top) to minimize environmental impacts to wetlands

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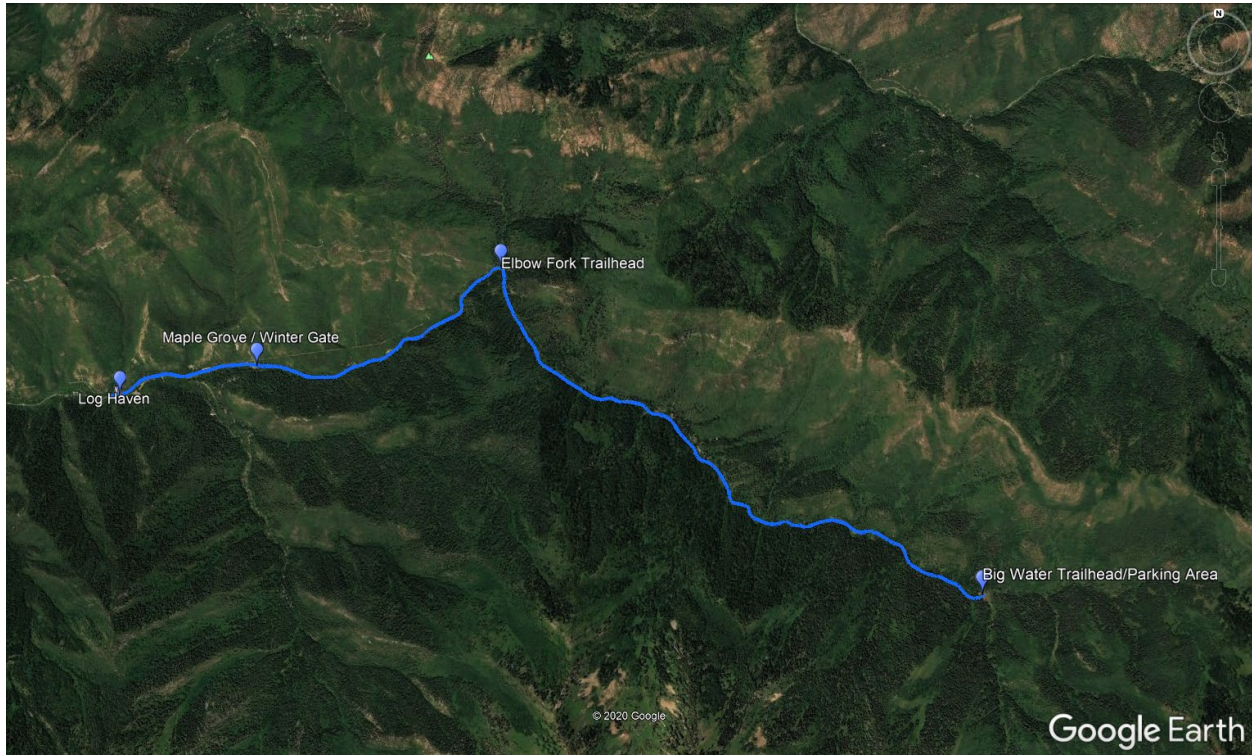
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and streambed channel, (3) The curve at the top entrance to the Firs Cabins will remain two 9 foot lanes (18-foot paved top) to minimize visual impacts of a retaining wall as seen from the cabins. Improve pertinent picnic area parking and trailhead areas; including, Big Water Trailhead, Alexander Basin, Clover Springs Picnic Area, Fir Crest Picnic Area, and Elbow Fork trailhead. Winter Gate parking/trailhead will be designed and a plan implemented to facilitate future phasing. Realign roadway and stream at Thousand Springs to widen roadway and mitigate roadway flooding/overtopping (includes streambed channel realignment and wetland mitigation). Improve roadway drainage and extend recently installed box culverts to meet roadway width requirements and add headwalls and wingwalls. Replace White Bridge with box culvert (to widen roadway, similar to nearby USFS culverts). Install a 2-inch diameter conduit along road shoulder (with pull-boxes spaced every 500 feet) to support future monitoring (Intelligent Transportation Systems/Dynamic Message Signs) and emergency communications in the canyon. Implement roadway safety and pedestrian crossing safety (at high-frequency crossing area (e.g., Elbow Fork Trailhead)) measures such as signing, striping, and guardrail.



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**Highway Design and Safety**

**Typical Section and Alignment:** The existing roadway widths vary greatly within the subject corridor segment, at widest the total roadway width is approximately 24 feet (11-foot-wide travel way lane widths) with multiple segments narrowing to approximately 14 feet, thus creating down-station/up-station passing conflicts. This project proposes to standardize the roadway widths with consistent ~~11-foot-wide~~ **10-foot-wide** travel ways ~~and 1-foot shoulders~~. The proposed travel way width will meet American Association of State Highway and Transportation Official (AASHTO) standards **except at spot locations identified in Section E.**

Proposed travel way widths will require horizontal and vertical alignment shifts for most of the alignment. It is anticipated the profile will be adjusted (raised/lowered) in several locations to gain separation from the creek and minimize impacts in the steep canyon terrain. Project scope includes a significant expansion of the Big Water Trailhead, **Alexander Basin, and Elbow Fork** parking areas as well as improvements to several existing parking/turnout areas.

**Safety and Design Exceptions:** The following design exceptions are anticipated to be needed for the completion of this project:

- Because the proposed ~~1-foot~~ shoulders will not meet AASHTO standards (a design exception will be required as AASHTO standard is 6 feet), the condition is consistent with the rest of the existing roadway corridor.
- A minimum clear zone of 0 feet will be requested, to meet desires of USFS to have boulders, signing, trees, and other obstructions located within the clear zone. A 0-foot clear zone is

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consistent with the rest of the existing roadway corridor as it is in a heavy forested and restrained canyon.

**Pavement**

The existing pavement section is past its design life and needs to be reconstructed. In addition, roadway embankment will need to be reconstructed to facilitate the planned roadway widening and provide grade separation. The proposed pavement section is 3 inches of asphaltic concrete over six inches of untreated base course. A pavement investigation consisting of borings every ½-mile to a depth of five feet will be conducted to confirm the proposed pavement section.

**Right of Way**

In the upper canyon, parcels owned by USFS have a Right of Way (ROW) per a USFS easement dated 1990 between USFS and Salt Lake County. Salt Lake County currently provides maintenance for the roadway in the upper canyon, including locking an existing winter gate deemed necessary for vehicular access to the upper canyon. Reconstruction of the roadway will significantly expand the ROW limits to an anticipated range between 100 - 200 feet depending on the cut and fill catch slopes of the new roadway alignment and expanded parking. FHWA anticipates ~~issuing a Highway Easement Deed with consent from~~ the Forest Service to convey rights of the new roadway to the County prior to construction. Additional ROW may be required in proposed areas of widening for expanded parking in the National Forest. Temporary construction easements may be required for vehicle and material staging.

**Utilities**

There are overhead (electric) utilities on the North side of the roadway near Winter Gate. An irrigation ditch may exist near the roadway in the vicinity of Thousand Springs. ~~FHWA anticipates coordination and a cooperative agreement between Rocky Mountain Power (RMP) and Salt Lake County to relocate the overhead electric into the communication conduit trench. Installation of the electric utility conduit would be included in the FLAP project, with utility installation by Rocky Mountain Power shortly after construction. Funding provided by Rocky Mountain Power to Salt Lake County for trenching, conduit install, and pull boxes will be conveyed to FHWA to reduce total project costs, and not considered match. with Utility relocations of any conflicting existing utilities are the responsibility of Salt Lake County prior to construction.~~

**Survey**

The upper canyon will require extensive survey of a 100-foot-wide corridor for the length of the project. Survey will include roadway centerline, edge of pavement, driveways, approach roads, and any pullouts / parking areas. Culverts and stream cross sections will also be located. The existing terrain is a combination of open valley floor to narrow canyon with steep rock walls and dense tree canopy. Water crossings exist in canyon sections. Given the length of the project, a combination of aerial LiDAR, mobile mapping and conventional Global Positioning System (GPS) and Total station methods are recommended for accuracy and efficiency. A control survey will be required in the upper canyon. Due to the narrow nature of the upper canyon, it is recommended that a robust static network reinforced with closed loop total station traverse methods be implemented.

Seasonal weather restrictions exist in the upper canyon. The winter gate closes in November and snow can accumulate in the months of November thru May. Dense deciduous vegetation also grows in the upper

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canyon. Because of these natural obstacles, it is recommended that the field survey take place in late spring or early fall.

**Geotechnical**

The planned construction does not appear to extend into geologically sensitive areas; however, rock slopes and outcrops are exposed along the steep canyon side slopes along portions of the project alignment. Modifications to the planned construction that require cuts into adjacent hill sides may require evaluation of rockfall hazard and slope stability that may require implementation of mitigation measures to protect pedestrians on the trail and vehicles on the roadway. Geotechnical design and construction recommendations will be developed for new box culverts, extension of existing box culverts, embankments, and cut/fill slope retaining walls.

The proposed geotechnical investigation includes:

- Retaining Wall Investigation – 16 (20 to 25-foot deep) borings to support the design of seven planned cut walls (rockery/ soil nail) along the project alignment.
- Box Culvert Investigation – 7 (20 feet deep) borings to support the design of three new box culverts and extension of 4 box culverts.
- Embankment Investigation – 5 (35 feet deep) borings to investigate existing roadway embankment that shows visible slumping or erosion of the embankment along the Mill Creek channel.

**Hydrology/Hydraulics**

Hydrology/hydraulic analysis and preliminary design is anticipated to be needed at ~~only two existing stream crossing locations. These locations are at the crossing of Mill Creek at White Bridge and the realignment of a segment of Mill Creek at the Thousand Springs area~~ **the new Elbow Fork Parking area**. These crossings will be designed per USFS standards for sizing, which is a Hw/D (headwater to depth) ratio of 0.8 or less for Q100. It is not anticipated that a hydrology/hydraulic analysis is warranted at the multiple locations where existing box culverts have been recently installed by the Forest Service. These locations will be extended with headwalls and wingwalls to accommodate the proposed roadway improvements.

**Bridge/Structures**

Complete replacement of White Bridge, an existing historic bridge structure, will be completed as a component of this project. The replacement structure is anticipated to be a concrete box culvert. The existing concrete bridge railing is in a failing condition. Existing rails do not meet standard design criteria. State Historic Preservation office (SHPO) requirements for the replacement bridge rail to look similar to the existing historic rail is anticipated. **Anticipated mitigation for adverse effects includes installation of an informational kiosk and mounting of a segment of the historic rail in the adjacent picnic area.**

**Environment and Permits**

- **Lead Agency:** Federal Highway Administration (FHWA) Central Federal Lands Highway Division (CFLHD) is the lead agency and anticipates completing ~~a categorical exclusion~~ **an environmental assessment (EA)** under Code of Federal Regulations (CFR) ~~771.117(d)(13)~~ **771.119**. USFS will provide document review and input into the ~~categorical exclusion~~ **EA** and technical reports.
- **Critical Environmental Issues:**

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- Historic/Archeological: Up to 10 archeological and 30 historic sites (architectural resources) may be present in the canyon. For purposes of scoping, up to two adverse effects are anticipated and will require mitigation and development of a Memorandum of Agreement (MOA).
- Section 4(f): Full evaluation is anticipated for up to two historic resources (the adverse effects) and a *de minimis* impact determination or Programmatic Agreements (PAs) for any remaining historic resources subject to a Section 4(f) use. There are trailheads and/or picnic areas in the canyon. In addition, there are trails adjacent to the existing roadway that may be impacted. ~~It is assumed that recreation impacts will fall within the constraints of enhancement exceptions, temporary occupancy, or *de minimis* impact determination.~~ Due to the nature of effects to two historic properties (White Bridge and Mill Creek Canyon Road), which are also Section 4(f) properties, an individual evaluation is anticipated in accordance with 23 CFR Part 774.
- Section 404: An Individual Section 404 Permit is anticipated. This will require alternative analysis to determine the Least Environmentally Damaging Practicable Alternative (LEDPA). Because there are no mitigation banks in the service area, mitigation is anticipated to be “out-of-kind” and is anticipated to be stream restoration within the canyon, or within the watershed.
- Water Quality: Salt Lake City Department of Public Utilities (SLCDPU) owns water rights in the canyon for future drinking water use, but is currently not drawing on these rights. Should they draw on these water rights it has the potential to alter water quality best management practices, resulting in design impacts and potentially greater construction disturbance to accommodate treatment facilities.
- Other Reports: To meet USFS needs, a consistency review and visual analysis to meet USFS Scenic Integrity Objective (SIO) standards with its Resource Management Plan (RMP) will be completed.
- **Permits**
  - ~~Individual~~ **Nationwide** Section 404 Permit, Individual Section 401 Water Quality Certification, **Floodplain Development Permit, Merchantable Timber Permit**, and a Stream Alteration Permit are anticipated.
- **Public Involvement**
  - Considerable public interest is anticipated. Salt Lake County, Millcreek, and USFS will lead public engagement. CFLHD and A/E will provide minor support in the form of graphics support and input regarding alternatives development, schedule, and environmental impacts.

**Construction**

Significant work items will include mass earthwork associated with roadway realignment, construction of retaining walls (anticipated to have a minimum duration of approximately 40 working days), and replacement of the White Bridge structure ~~with a new open bottom concrete box~~ (anticipated to have a minimum duration of approximately 20 working days).

Construction turn-around areas and staging areas are limited due to the restrictions of the tight canyon work. Hauling of material and equipment will be difficult in the upper canyon due to existing roadway corridor constraints. Constraints will be elevated once mass earthwork is completed for the new roadway.



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Full closure of the roadway is anticipated. Salt Lake County and the USFS have indicated that they are supportive of a full road closure beginning at Winter Gate to the end of the project. There is a desire by all project stakeholders to limiting closures to ~~one full summer season~~ for recreational and permitted/lease use. Construction is anticipated to last a minimum of two construction seasons. Evaluation of limited closures outside the primary summer closure will be considered during development to balance construction costs, safety and public impact. Under current operating conditions the canyon closes to the public at Winter Gate from November 1 to July 1. The Contractor will be allowed to work during this closure period; however, at least three months January to March of winter construction shutdown is likely due to the heavy snowfall this site receives **and allow for winter recreation.**

**F. PROJECT BUDGET**

<b>Item</b>	<b>Estimated Cost</b>	<b>Comments</b>
<del>Preliminary Engineering (PE) and Environmental Compliance</del>	<del>\$1,700,000</del>	<del>Includes Scoping Costs</del>
<del>ROW Acquisition &amp; Utility Relocation</del>	<del>\$20,000</del>	<del>Paid by Applicant</del>
<del>Construction Contract (CN)</del>	<del>\$14,000,000</del>	<del>FY24</del>
<del>Construction Engineering (CE)</del>	<del>\$1,600,000</del>	
<del>Escalation (PE &amp; CE)</del>	<del>\$680,000</del>	<del>Escalated at 4% per year to FY24</del>
<del>Contingency</del>	<del>\$1,600,000</del>	<del>10% Contingency</del>
<b>Total</b>	<b>\$19,600,000</b>	

<b>Item</b>	<b>Estimated Cost</b>	<b>Comments</b>
Preliminary Engineering (PE) and Environmental Compliance	\$2,400,000	Includes Scoping Costs
Construction Contract (CN)	\$19,850,000	FY24 – Includes \$750k for RMP work
ROW Acquisition & Utility Relocation	(\$750,000)	Non-FLAP project funded work. Credit from RMP for electric line trench and conduit (Placeholder only)
Construction Engineering (CE)	\$2,400,000	
Contingency	\$1,900,000	8% Contingency
<b>FLAP Project Total</b>	<b>\$25,800,000</b>	
<b>Project Total</b>	<b>\$26,550,000</b>	Includes \$750k for RMP work

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**G. ROLES AND RESPONSIBILITIES**

Responsible Party	Product/Service/Role	Comments
FHWA-CFLHD	<ul style="list-style-type: none"> <li>• Develop and sign this Memorandum of Agreement</li> <li>• Manage project schedule and all project costs</li> <li>• Lead the development of the plans, specifications, and estimate (PS&amp;E) in accordance with FHWA-CFLHD standards, policy and guidance (note that engineering deliverables prepared by federal employees will not be signed or stamped)</li> <li>• Document any design exceptions to the AASHTO standards, agreed upon by the project team, on FHWA-CFLHD's highway design standards form</li> <li>• Lead all federal environmental compliance (including, but not limited to, NEPA, the National Historic Preservation Act, and the Endangered Species Act)</li> <li>• Prepare and approve environmental documents and make project decisions based on the documents</li> <li>• Conduct ROW research and obtain title reports for private parcels as required</li> <li>• Prepare right-of-way plans, legal descriptions, and other documents required for a <del>Highway Easement Deed</del> <b>FRTA</b> and any private parcels to be acquired</li> <li>• Identify utility conflicts and prepare utility conflict maps</li> <li>• Conduct preliminary engineering towards the development of the PS&amp;E construction contract package</li> <li>• Ensure all permits required for Federally constructed projects are obtained</li> <li>• Advertise and award the contract (bids will not be solicited by FHWA-CFLHD until maintaining agency has concurred with the plans and specifications and provided signed ROW and utility certifications)</li> <li>• Perform construction engineering/administration of the construction contract</li> </ul>	

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	<ul style="list-style-type: none"> <li>• Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Provide a Project Engineer on site for construction administration</li> <li>• Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction is consistent with the PS&amp;E</li> <li>• Ensure that the contractor will bear all expenses of maintaining traffic, other than snow removal and normal state, county, and city maintenance work while the road is open</li> <li>• Verify adherence to environmental documents and permits</li> <li>• Set up and lead final inspection upon completion of construction</li> <li>• <del>Monitor wetland mitigation for up to five years (if necessary)</del></li> </ul>	
Salt Lake County	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement and other required financial agreements to satisfy match requirements or overmatch, if necessary, within sixty days of receiving the notification letter</li> <li>• Attend reviews and meetings</li> <li>• Provide available data, including on traffic, crashes, material sources, construction costs, agreements, and other technical subjects, within two weeks of request</li> <li>• Review the environmental documents, plans, estimate, and specifications at each phase of design, and provide comments within two weeks of receipt</li> <li>• Coordinate with FHWA-CFLHD on environmental related issues</li> <li>• Coordinate with the other parties to create an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements</li> </ul>	

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	<ul style="list-style-type: none"> <li>• In coordination with the FHWA-CFLHD project manager, ensure that completed PS&amp;E documents are consistent with the intended outcome</li> <li>• Acquire and fund appropriate local and state permits prior to advertisement of the project – None anticipated during scoping.</li> <li>• Provide survey grade ROW mapping and a list of property owners (names and addresses), if needed.</li> <li>• Review ROW plans legal descriptions provided by FHWA-CFLHD for</li> <li>• Acquire ROW and Temporary Construction Easements (TCEs), if necessary – acquisition costs are project eligible and will be considered in-kind match, ROW support costs are not project eligible for in-kind match and will be borne by Salt Lake County</li> <li>• Conduct value findings or appraisals for Fair Market Values, if needed</li> <li>• Approve value findings or appraisals for Fair Market Values, if needed</li> <li>• Prepare offers to landowners, if needed</li> <li>• Conduct ROW negotiations as necessary to acquire adequate rights from private landowners</li> <li>• Sign statement of legal sufficiency upon review of the draft Highway Easement Deed</li> <li>• Accept and record the Highway Easement Deed upon receipt</li> <li>• Complete all ROW activities prior to advertisement of the project</li> <li>• Sign FHWA-CFLHD Right of Way Certification certifying that all rights on private property necessary to construct, operate, and maintain the road have been obtained</li> <li>• Obtain all rights necessary to construct, operate, and maintain the facility</li> <li>• Provide all available utility information and identify key points of contact for coordination with utility companies</li> </ul>	<p>None anticipated during scoping.</p> <p>Project corridor anticipated entirely within the National Forest during scoping, however ROW may be necessary for establishing a wetland mitigation site determined following 30% design milestone</p>

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	<ul style="list-style-type: none"> <li>• Request utility surface locates prior to topographic survey by FHWA-CFLHD</li> <li>• Coordinate with utility owners to relocate facilities</li> <li>• Sign FHWA-CFLHD Utility Certification</li> <li>• Provide overall direction regarding agency policy and administration for the project</li> <li>• Concur with the final plans and specifications</li> <li>• Issue required encroachment permits at no cost to FHWA-CFLHD</li> <li>• Develop a public information plan in coordination with FHWA-CFLHD and the FLMA</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Designate a representative who will be the primary contact for FHWA-CFLHD's construction staff during construction</li> <li>• Consider proposed design changes, evaluate change impacts, and concur with changes as needed, ensuring that changes meet the requirements intended in the PS&amp;E</li> <li>• Attend a final inspection and approve and provide final acceptance upon completion of construction</li> <li>• Upon final acceptance of the project, assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted</li> <li>• Provide long term maintenance and operation of the project upon completion</li> <li>• Perform reviews and provide information needed to support FHWA-CFLHD in resolution of contract disputes.</li> </ul>	<p>Overhead power may need relocating near Winter Gate prior to construction.</p>
Millcreek	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement <del>and other required financial agreements to satisfy match requirements or overmatch, if necessary, within sixty days of receiving the notification letter</del> <b>Match to be provided by Salt Lake County.</b></li> <li>• Attend reviews and meetings</li> <li>• Provide available data, including on traffic, crashes, material sources, construction costs,</li> </ul>	

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	<p>agreements, and other technical subjects, within two weeks of request</p> <ul style="list-style-type: none"> <li>• Review the environmental documents, plans, estimate, and specifications at each phase of design, and provide comments within two weeks of receipt</li> <li>• Coordinate with FHWA-CFLHD on environmental related issues</li> <li>• In coordination with the FHWA-CFLHD project manager, ensure that completed PS&amp;E documents are consistent with the intended outcome</li> <li>• Provide overall direction regarding agency policy and administration for the project</li> <li>• Concur with the final plans and specifications</li> <li>• Issue required encroachment permits at no cost to FHWA-CFLHD</li> <li>• Develop a public information plan in coordination with FHWA-CFLHD and the FLMA</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Designate a representative who will be the primary contact for FHWA-CFLHD's construction staff during construction</li> <li>• Consider proposed design changes, evaluate change impacts, and concur with changes as needed, ensuring that changes meet the requirements intended in the PS&amp;E</li> <li>• Attend a final inspection and approve and provide final acceptance upon completion of construction</li> <li>• Perform reviews and provide information needed to support FHWA-CFLHD in resolution of contract disputes.</li> </ul>	
USFS	<ul style="list-style-type: none"> <li>• Review and sign this Memorandum of Agreement <del>within 60 days of receiving the notification letter</del></li> <li>• Attend reviews and meetings</li> <li>• Provide in a timely manner available data including but not limited to existing agreements or technical data</li> </ul>	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> <li>• Review the environmental documents, plans and specifications at each phase of design, and provide comments within two weeks</li> <li>• In coordination with the FHWA-CFLHD project manager, ensure that completed PS&amp;E documents are consistent with the intended outcome</li> <li>• Provide overall direction regarding FLMA policy and administration for the project</li> <li>• Concur with the final plans and specifications</li> <li>• <b>Complete a FRTA to transfer rights to Salt Lake County prior to construction or issue a right of entry and Letter of Consent to transfer a Highway Easement Deed within 4 months of receipt of request—construct the project, including permanent and temporary construction limits.</b></li> <li>• Provide a fire plan for incorporation into the Special Contract Requirements or approve the use of standard specification language</li> <li>• Coordinate with FHWA-CFLHD to identify an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements</li> <li>• Provide support to FHWA-CFLHD (respond to questions regarding environmental issues), as requested, for the development of environmental documents</li> <li>• Develop a public information program in coordination with FHWA-CFLHD and the maintaining agency</li> <li>• If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract</li> <li>• Designate a representative who will be the primary contact for the FHWA-CFLHD's Construction staff</li> <li>• Continue to update and implement the public information program</li> <li>• Consider proposed design changes, evaluate change impacts, and concur with changes as</li> </ul>	

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Responsible Party	Product/Service/Role	Comments
	needed, ensuring that changes meet the requirements intended in the PS&E <ul style="list-style-type: none"> <li>Attend final inspection upon completion of construction</li> </ul>	

**H. ROLES AND RESPONSIBILITIES—SCHEDULE**

Responsible Lead	Product/Service/Role	Schedule Finish	Comments
Maintaining Agency	Signed MOA and other financial documents	August 2021	
FHWA-CFLHD	Preliminary Design	May 2022	Maintaining Agency to provide access for field review
FHWA-CFLHD	Environmental Compliance	August 2023	Development and completion of environmental studies and documentation
Maintaining Agency	Signed ROW and Utility Certifications	March 2024	
FHWA-CFLHD	Final Design	March 2024	Development of PS&E
FHWA-CFLHD	Obtain appropriate Permits	<del>January</del> May 2024	
Maintaining agency	Obtain appropriate local and state permits	<del>January</del> May 2024	If needed
FHWA-CFLHD	Advertise, Award and NTP	Summer 2024	Advertisement date is subject to change pending available FY24 FLAP funds.
FHWA-CFLHD	Administer Construction Contract	<del>August 2024</del> March 2025 - Oct 2026	<del>Start date. Fall tree clearing for 2025 Construction.</del> Construction Engineering Weather Dependent

**I. PROPOSED DESIGN STANDARDS**

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	AASHTO	
Functional Classification	Rural Local Road	
Surface Type	Asphalt	
Design Volume	ADT 3,300	2018 fee data & 1.4% growth rate



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**J. FUNDING**

<b>PROJECT FUNDING</b>			
<b>Funding Source</b>	<b>Estimated Funding</b>	<b>% of Total Project</b>	<b>Comments</b>
Federal Lands Access Program	\$15,393,800	78.53%	
Salt Lake County	\$4,176,200	21.47%	Cash Match Min 6.77% for first \$12M, then 50% Match.
	\$20,000		In Kind Contribution for anticipated utility relocation
	\$10,000		Scoping Match 6982AF 20 K 500029
<b>Total</b>	<b>\$19,600,000</b>		

<b>PROJECT FUNDING</b>			
<b>Funding Source</b>	<b>Estimated Funding</b>	<b>% of Total Project</b>	<b>Comments</b>
Federal Lands Access Program	\$18,500,000	71.7%	
Salt Lake County	\$7,290,000	28.3%	Cash Match, 6.77% on first \$12M (\$812,400), then 50% Match on remaining
	\$10,000		Scoping Match 6982AF-20-K-500029
<b>Total FLAP Project Costs</b>	<b>\$25,800,000</b>		
Salt Lake County	\$750,000		Transfer from RMP for electric line trench and conduit (Placeholder only)

The estimated total project cost, including engineering and escalation of construction costs to the program year, is ~~\$19,600,000~~ **\$25,800,000**. The PDC has approved FLAP funding of the first \$12,000,000 with Salt Lake County being responsible for the 6.77% minimum match requirement of \$812,400. The remaining balance of eligible costs (estimated as ~~\$6,787,600~~ **\$12,987,600**) will be split at 50% by FLAP and 50% Match by Salt Lake County. For the total estimated eligible cost of ~~\$19,600,000~~ **\$25,800,000**; FLAP will provide ~~\$15,393,800~~ **\$18,500,000** and Salt Lake County will provide ~~\$4,206,200~~ **\$7,300,000**; consisting of \$4,186,200 in cash funds, through electronic funds transfer to FHWA, and expect to incur \$20,000 for utility relocation as in-kind match. **Construction of the Rocky Mountain Power (RMP) electric line trench and conduit is not considered a FLAP project expense. Expense of this work is anticipated to be determined**

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by negotiation, funded 100% by RMP prior to obligation, with funds transferred to FHWA through Salt Lake County from an existing utility agreement with RMP.

Salt Lake County is responsible for support costs incurred in completing the roles and responsibilities detailed in Section G. These costs will not be included in the total project cost and are the financial responsibility of the applicant in addition to the funding as described in the table above.

If during implementation of the project it is determined that the total project cost exceeds \$19,600,000 \$25,800,000, the Central Federal Lands Highway Division, Salt Lake County, Millcreek, and the USFS will either mutually agree to reduce the scope of the project, or execute a modification to this agreement to change funding amounts.

**K. MATCHING SHARE REQUIREMENTS**

Salt Lake County will provide non-Federal matching funds, as detailed above, of the total Federal Lands Access Project amount required for the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed that provided in separate funding agreements.

~~For allowed in-kind contributions, submit paid invoices to the CFLHD Project Manager following the Utah Department of Transportation Local Public Agency Manual or other mutually agreed upon format. Only in-kind contributions up to the amount shown in Section J are allowed, unless a modification is executed to the agreement changing funding amounts. If the in-kind contributions total less than what is shown in Section J, then the cash contribution is to be increased proportionally.~~

The anticipated in-kind contributions are:

- ~~• Compensation to utility companies to relocate the following facilities. The total estimated cost is \$20,000.~~
  - ~~○ Rocky Mountain Power overhead power lines.~~
  - ~~○ Overhead communication lines.~~

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

**L. PROJECT TEAM MEMBERS—POINTS OF CONTACT**

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

Name/Title	Organization	Phone Number/Email
Helen Peters Program Manager	Salt Lake County	(385) 468-4860 <a href="mailto:HPeters@slco.org">HPeters@slco.org</a>
Rita Lund Communications Director	Millcreek	(801) 214-2707 <a href="mailto:rlund@millcreek.us">rlund@millcreek.us</a>
Bekee Hotze,	USFS	(801)372-0926

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District Ranger		<a href="mailto:rebecca.hotze@usda.gov">rebecca.hotze@usda.gov</a>
Braden Peters FHWA Project Manager	FHWA-CFLHD	(720) 963-3397 <a href="mailto:braden.peters@dot.gov">braden.peters@dot.gov</a>

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

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

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

**N. ISSUE RESOLUTION PROCEDURES MATRIX**

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

<b>FHWA-CFLHD</b>	<b>Salt Lake County</b>	<b>City of Mill Creek</b>	<b>USFS</b>	<b>Time</b>
Braden Peters, Project Manager	Helen Peters, Program Manager	Rita Lund, Communications Director	Bekee Hotze, District Ranger	30 days
Wendy Longley, Project Management Branch Chief	Catherine Kanter, Deputy Mayor for Regional Operations	Jeff Silvestrini Mayor	Ryan Stone, Forest Engineer	60 days
Curtis Scott, Chief of Engineering	Catherine Kanter, Deputy Mayor for Regional Operations	Jeff Silvestrini, Mayor	Ryan Stone, Forest Engineer	90 days

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**O. TERMINATION**

This agreement may be terminated by a funding party upon 30 calendar days after written notice to the other parties. This agreement may also be terminated if either the environmental review (or other state environmental compliance) 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 funding parties' financial liabilities shall be in the amount of the applicable share percentages of the total reasonable costs expended on the project prior to the effective date of termination. Reasonable costs shall include all items/services rendered and the costs of any non-cancelable obligations incurred prior to the effective date of termination.