EXECUTIVE BOARD MEETING AGENDA

DATE:	November 14, 2017	TIME:	10:00 AM
PLACE:	Coolidge – City of Coolidge Council Chambers 911 S. Arizona Blvd., Coolidge, AZ		
	Irene's Cell 520-705-5143		

Executive Board Members			
Chairman	Joel Belloc, Mayor Eloy	Member	Jon Thompson, Mayor Coolidge
Vice Chair	Steve Miller, Pinal County Supervisor	Member	Steve Stratton, ADOT District 4 Rep
Sec/Tres	Craig McFarland, Mayor Casa Grande		

Shaded items are action items: ***Action may be taken on any item on the agenda, or items brought up at the meeting.***

ITEM	AGENDA ITEM	PRESENTER	PAGE
1	Call to Order, Pledge and Introductions	Supervisor Steve Miller	
2	Approval of Meeting Minutes: September 12, 2017	Supervisor Steve Miller	1 - 14
3	Call to the Public	Supervisor Steve Miller	
4	Regional Transportation Advocacy Council (RTAC)	Kevin Adams	
5	Transportation Advisory Committee (TAC) Update: • City of Casa Grande Transit Development Plan • Pinal County Strategic Transportation Safety Plan • Eloy Transit Feasibility Study • Regional Traffic Counts	Duane Eitel	
6	Air Quality Update	Jason Hafner Mike Sundblom	
7	Arizona Department of Transportation (ADOT) Planner Update	Jason Bottjen	
8	Federal Highways Administration (FHWA) Update	Ed Stillings	
9	District Engineer Update	Rod Lane/Jerry James	
10	• Metropolitan Planning Organization (MPO) Update (10.1) • Federal Fiscal Year (FFY) 2017 Ledger (10.2) • Design/Construction Report (10.3) • Non-Federal Funding Ledger (10.4) • 2017 Annual Title VI Report to ADOT - Results (10.5) • Sun Corridor Exporting Program 2018 (EDGE) (10.6) • HURF Exchange Program - Update	Irene Higgs Jason Hafner	15 - 38

Anyone needing accommodations, please contact Irene Higgs at 520-705-5143 48 hours prior to the meeting.

11	**Consent Agenda** ALL ITEMS LISTED BELOW WITH AN ASTERISK (*) ARE CONSIDERED TO BE ROUTINE MATTERS AND WILL BE ENACTED BY ONE MOTION AND ONE VOTE OF THE BOARD. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A BOARD MEMBER SO REQUESTS, IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA. **Business: Possible Discussion and/or Action on the Following:**		
*11.A.	Approval of of WSP USA as the Consultant for the Eloy Transit Feasibility Study		39
*11.B.	Approval of the Contract with Wood. formerly know as Amec Foster Wheeler for the Pinal County Strategic Transportation Safety Plan		40 - 81
*11.C.	Approval to add an additional $16,000 of FTA 5304 funding to the City of Casa Grande Transit Development Plan for additional scope of work		82
12	Election of the 2018 Executive Board Officers: Chair - Steve Miller Vice Chair - Craig McFarland Secretary/Treasurer - Jon Thompson		
13	Member Jurisdiction Reports and Comments	Supervisor Steve Miller	
14	• State Transportation Board, November 17, Wickenburg • State Transportation Board, December 15, Phoenix • Executive Board, January 9, Eloy • Casa Grande Transit Development Plan Public Meeting, January 24, Casa Grande	Supervisor Steve Miller	
15	Next Meeting Date: • January 9, 2018 at 10:00 am - Eloy – City of Eloy Library 1000 N. Main St., Eloy, AZ	Supervisor Steve Miller	
16	Adjourn	Supervisor Steve Miller	

EXECUTIVE BOARD MEETING MINUTES

DATE:	September 12, 2017	TIME:	10:00 AM
PLACE:	Casa Grande – 820 E. Cottonwood Ln, Casa Grande, AZ - Conference Room A (Center Corridor, 1st door on right)		
	Irene's Cell 520-705-5143		
Shaded items are action items: Action may be taken on any item on the agenda, or items brought up at the meeting.			
Attendees:	Supervisor Steve Miller, Pinal Co Mayor Craig McFarland, CG Mayor Joel Belloc, Eloy Mayor Jon Thompson, Coolidge Steve Stratton, ADOT District 4 Rep.	Duane Eitel, Casa Grande Harvey Krauss, Eloy Matt Rencher, Coolidge Kevin Adams, RTAC Scott Kelley, Greenlight Mike Blankenship, Greenlight	Greg Stanley, Pinal Co. Kathy Borquez, Pinal Co. Andy Smith, Pinal Co. Irene Higgs, SCMPO Jason Hafner, SCMPO

ITEM	AGENDA ITEM - REGULAR BOARD MEETING	
1	Call to Order, Pledge and Introductions	***10:01 AM***
2	Approval of Meeting Minutes: July 11, 2017	***APPROVED 5 - 0***
	A motion to approve the July 11, 2017 meeting minutes was made by Secretary/Treasurer Craig McFarland. Motion was seconded by Vice Chair Steve Miller.	
3	Call to the Public	
	There were no public comments.	
4	Regional Transportation Advocacy Council (RTAC)	
	Kevin Adam provided an update on RTAC 2017 Transportation Funding Bills and Federal /Local Funding (attached).	
5	Transportation Advisory Committee (TAC) Update: • City of Casa Grande Transit Development Plan • Pinal County Strategic Transportation Safety Plan • Eloy Transit Feasibility Study	
	Duane Eitel provided the following update: ***• City of Casa Grande Transit Development Plan -*** *The study team presented to the City Council on Monday, August 21, 2017. The team received good feedback from the Council that will be incorporated into the Transit Plan and will help the team prepare for the next Council presentation.* ***• Pinal County Strategic Transportation Safety Plan -*** *The selection panel selected AmecFW as the Consultant for the study which is on the agenda for the Board to approve today. The next step is to negotiate the contract with AmecFW and bring the Final Contract back to the Executive Board for approval on November 14, 2017. NTP is anticipated November 15, 2017.* ***• Eloy Transit Feasibility Study -*** *Proposals are due on Thursday, September 14, 2017. The Selection Panel meets on October 5, 2017. The approval of the selected consultant will be on the Executive Board agenda for November 14, 2017. NTP anticipated 01/10/2018*	

EXECUTIVE BOARD MEETING MINUTES

6	Arizona Department of Transportation (ADOT) Planner Update
	Irene Higgs provided the following update for Jason Bottjen: ***MPD Tribal Planners*** *- Ermalinda Gene and Rosalinda Federico joined MPD as Tribal Planners the end of July. Ermalinda will be focusing more on policy while Rosalinda will handle project management duties.* ***Long Range Transportation Plan -*** *The draft of the final plan will be presented to the State Transportation Board work session on October 20th. There will be a 45 day public comment period and the LRTP will be submitted to the State Transportation Board for final approval in January.* ***HURF Exchange Program*** *-The program's Final Procedures and IGA should be finalized and distributed by the end of the month.* *HURF Requirements:* *• You hire your own consultant/contractor* *• Do not pay ADOT review fees* *• Do not need to pay a Local Match* *• Do not have to follow Federal guidelines (in most cases) some federal requirements still apply in construction if federal funds were used in design (NEPA, Buy America)* *• Project must be on the federal aid system (no local roads) and must be eligible for STBG funding* *• The project must be in the fiscally constrained portion of the TIP as fully funded. ADOT FMS would like two columns – one for HURF Ex (HURF Ex or HURF Exchange in TIP) and one for any local funding required to show the project is fully funded.* *• Swap rate remains 90¢/$1 ($100,000 of STBG = $90,000 in HURF Exchange funds)* *• Repayment required if project not built within 2 years of completion of HURF exchange-funded design*
7	Federal Highways Administration (FHWA) Update
	Ed Stillings was unable to attend.
8	District Engineer Update
	Rod Lane was unable to attend.
9	• Metropolitan Planning Organization (MPO) Update (9.1) • Federal Fiscal Year (FFY) 2017 Ledger (9.2) • Design/Construction Report (9.3) • TIP Administrative Amendment #9 (9.4) • Non-Federal Funding Ledger (9.5)

EXECUTIVE BOARD MEETING MINUTES

	• ***Metropolitan Planning Organization (MPO) Update (9.1)*** *- Irene Higgs provided an overview of activities that were attended during the months of July, August and a portion of September.* • ***Federal Fiscal Year (FFY) 2017 Ledger (9.2)*** *- Jason Hafner provided an update on the changes to the ledger. $75k HSIP Obligation Authority hit the ledger in August 2017 and ADOT has agreed to roll the additional OA over to FY18.* • ***Design/Construction Report (9.3)*** *- Jason Hafner provided the following update on projects:* *• Florence Blvd PHB (p.30) - Sidewalk and Curb work is complete. Poles are on order and are expected to be delivered in October .CG put a video on the website on how to drive a PHB.* *• SR 87 and Ruins Drive Traffic Signal (p.32) - Still working through the Cultural Clearance for Environmental, Stage IV Design Plans comments due back on September 22, 2017.* *• Toltec Rd; Battaglia – I-10 (p.32) and MCG Hwy; Bianco Rd - Russell Rd (p. 31) - Waiting to hear from ADOT on the final rules and JPA for HURF Exchange. Once we have we will Initiate project's for design/construction.* *• Pinal County Sign Upgrade Project (p.33) - Sign purchase has been approved by ADOT; Expected to be made, delivered and installed September-October timeframe.* • ***TIP Administrative Amendment #9 (9.4)*** *- Jason Hafner stated that an administrative amendment was requested by ADOT to remove completed Transit projects and to move the FY17 Transit awarded projects from TIP Parking Lot to the main body of the TIP. No TAC, Executive Board or FHWA action was required.* • ***Non-Federal Funding Ledger (9.5) -*** *Irene Higgs provided an overview of the Non-federal Funding Ledger. She stated that the current balance is $97,838.47. The MPO utilized some of the non-federal funding to pay for gift cards and lunch meetings. The MPO may use some of the funding to put together gift baskets for Rural Summit.*	
10	Consent Agenda ALL ITEMS LISTED BELOW WITH AN ASTERISK (*) ARE CONSIDERED TO BE ROUTINE MATTERS AND WILL BE ENACTED BY ONE MOTION AND ONE VOTE OF THE BOARD. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A BOARD MEMBER SO REQUESTS, IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA. Business: Possible Discussion and/or Action on the Following:	***APPROVED 5 - 0***
*10.A.	Approval of Jon Vlaming, City of Eloy, to the Sun Corridor MPO Technical Advisory Committee	
*10.B.	Approval of Transportation Improvement Program (TIP) Amendment #10 to the 2016-2025 Sun Corridor MPO TIP	
*10.C.	Approval of Amec Foster Wheeler as the Consultant for the Pinal County Strategic Transportation Safety Plan	
*10.D.	Approval of the Joint Project Agreement between Sun Corridor MPO and CAG for Mobility Management for FY18	
*10.E.	Approval of the Technical Advisory Meeting and Executive Board Meeting Schedule for 2018	

EXECUTIVE BOARD MEETING MINUTES

*10.F.	Approval of the Letter to ADOT Adopting ADOT's Proposed Safety Targets
*10.G.	Approval of the New Finding of Conformity for the FY2016 - 2025 Sun Corridor MPO Transportation Improvement Program (TIP) and Sun Corridor MPO Regional Transportation Plan 2040, As Amended.
*10.H.	Approval of Amendment #11 to the Sun Corridor MPO FY2016 - 2025 Transportation Improvement Program (TIP) and as appropriate, to the Sun Corridor MPO Regional Transportation Plan 2040, contingent on the new finding of conformity.
	Board Member Jon Thompson presented a motion to approve the Consent Agenda as presented. Motion was seconded by Vice Chair Steve Miller .
13	Member Jurisdiction Reports and Comments
	Irene Higgs: *Provided an overview of the following:* *• Upcoming Pinal RTA Open Houses for Prop 416 and 417 (flyer attached)* *• TIGER Grant Application $500 M – Due October 16th – City of Coolidge/Pinal County will be submitting for the grant and is seeking a support letter from the MPO for regional and national infrastructure to be developed for an inland port in central Arizona (announcement attached).* *• NOFA FTA - 5305(e) funding for local rural and small urban transit planning needs. The application cycle will begin September 12, 2017 and close October 26, 2017. MPO will be the lead agency. If any of the member agencies plan to apply requires TAC/Board approval (NOFA attached).* *• Statewide Employment Data Base/Census Data Training - SCMPO/CAG/MAG is putting together a workshop to demo/train management staff, economic development staff on the new tool. The database captures all employers with 5 or more employees. It is used for a variety of planning purposes such as socioeconomic modeling that supports transportation demand models, microeconomic analysis, economic development, foreign direct investment (FDI) analysis, and other special projects. We would also like to present on the new Census data requirements and impacts on shared revenues.* *• Rural Summit Early Birds registration ends September 15th – Conference October 18 - 20* ***Steve Stratton:*** *Pinal RTA funds could be used to help leverage ADOT funded projects.* ***Craig McFarland:*** *Asked if the Pinal County Town Hall will be presenting on the RTA. Kathy Borquez stated that they will have a booth to handout information.*
14	Announcements and Other Items to Discuss: • State Transportation Board Meeting - September 15, Moenkopi • Public Works Conference, October 10, Phoenix • Rural Transportation Summit, October 18 - 20, Prescott • State Transportation Board Meeting - October 20, Prescott • Pinal County Town Hall, October 19, Eloy • Technology Summit, October 19, Tucson • SCMPO TAC, October 26, Casa Grande • State Transportation Board Study Session, October 31, Phoenix • State Transportation Board Meeting - November 17, Wickenburg
15	Next Meeting Date: • November 14, 2017 at 10:00 am - City of Coolidge Council Chambers 911 S. Arizona Blvd., Coolidge, AZ
16	Adjourn ***11:15 AM***

Rural Transportation Advocacy Council
Linking Arizona to the Global Economy

Central Arizona Governments
Central Yavapai Metro. Planning Org.
Flagstaff Metropolitan Planning Org.
Lake Havasu Metro. Planning Org.
Northern Arizona Council of Gov'ts.
Sierra Vista Metro. Planning Org.
Southeastern Arizona Governments Org.
Sun Corridor Metro. Planning Org.
Western Arizona Council of Gov'ts.
Yuma Metropolitan Planning Org.

August 16, 2017

PROTECT FEDERAL TRANSPORTATION FUNDING

It has been widely assumed that the President's ten-year, $1 trillion infrastructure proposal would provide a sorely needed boost to existing transportation funding levels. Unfortunately, as the plan continues to develop and details emerge, the $200 billion in new federal transportation dollars included in the plan would be largely offset by $95 billion in cuts to existing highway and transit programs.

The President's budget request assumes that funding for existing programs will be reduced to levels that current revenue sources, primarily federal fuel taxes, can sustain. This would occur rather than increasing the fuel taxes or continuing the decade-long practice of directing additional one-time funding sources into the Highway Trust Fund to provide adequate dollars for the higher investment levels. The result would be a $95 billion spending reduction from 2021 to 2027.

With the drastic funding shortfalls and unmet needs across the Nation, including a $63 billion funding gap in Arizona, the funding levels for these core highway and transit programs need to be substantially increased. At a minimum, they should be sustained and certainly not reduced as proposed by the Administration.

These programs provide the discretionary funding for the development and construction of the state and regional transportation improvement programs. These system-wide assessments and competitive-based project selection processes are vital to making the best investment choices for our infrastructure. Insuring that these programs are adequately funded is a far higher priority than creating a new grant program or private sector tax incentive as sought by the Administration.

While it remains encouraging that the President and many lawmakers are acknowledging the inadequacies of current infrastructure spending and the impact that increased investment would have, the focus needs to shift back to developing adequate and sustainable revenues for the Highway Trust Fund and the core highway and transit programs that the Fund supports.

Securing that additional revenue, whether it be through increasing the fuel taxes or securing new funding as part of a broader tax reform package should remain the focus and highest priority for fixing our transportation infrastructure.

August 16, 2017

2017 TRANSPORTATION FUNDING BILLS

This past legislative session included an unprecedented number of bills proposing to increase transportation funding. Generating new revenues faced several considerable obstacles including a continued anti-tax sentiment, other spending pressures led by education, the potential loss of federal public health-care dollars, several ongoing lawsuits and the requirement of a two-thirds majority vote for the Legislature to increase any state funding. Despite the challenges, numerous legislators stepped forward with bills proposing funding increases, particularly the chairmen of the Senate and House transportation oversight committees. Senator Bob Worsley and Representative Noel Campbell introduced numerous bills and were able to shepherd some through several steps of the legislative process. Ultimately, none were successful but the number of bills and the level of interest for increasing transportation revenues far surpassed those of recent years. The level of heightened activity has also built momentum going into next year's legislative session where it is highly anticipated that many of these bills will be reconsidered along with some new proposals. The following is a recap of the major transportation revenue bills and their outcome:

SB1089: Lottery Funding; LTAF Restoration. Would have restored the use of state lottery funds for the Local Transportation Assistance Fund (LTAF) to a minimum of $20.5 million annually. Until its repeal, LTAF was the only state-generated source of transit revenue. It has since been restored to Maricopa County as a result of a lawsuit but the rest of the State remains without this funding. ***Senator Farley's bill was not considered in committee prior to the initial hearing deadline.***

SB1090: HURF Expenditures; Transportation Infrastructure. Would have limited the use of HURF revenues to the construction and maintenance of transportation infrastructure. ***Senator Farley's bill was not considered in committee prior to the initial hearing deadline.***

SB1146: VLT; Registration Fees; Gas Tax. Would have established new insurance and vehicle license tax (VLT) fees set at amounts that would cover annual DPS highway patrol costs. The insurance fees were later amended out of the bill. Would have also established a fuel tax for natural gas operated vehicles comparable to other fuel taxes and an annual fee for other alternative-fuel vehicles comparable to the taxes paid by an average vehicle. Was also amended to authorize counties and municipalities to establish transportation reinvestment zones utilizing tax increment financing within the zones to support infrastructure improvements. ***Senator Worsley's bill passed the Senate Transportation & Technology Committee and was considered but not voted on by the full Senate after the Senate President tabled it after an amendment attached the Transportation Reinvestment Zones.***

SB1147: Motor Fuel Taxes; County Election. Would have authorized a county or regional transportation authority to enact, through a countywide election, a county motor fuel tax of up to ten cents per gallon. The revenues generated by such a tax would have remained in the county where generated. ***Senator Worsley's bill passed the Senate and later failed in the House Ways & Means Committee by a 2-6 vote.***

SB1149: Transportation Reinvestment Zones. Would have authorized counties and municipalities to establish transportation investment zones to promote public safety and facilitate the movement of traffic. Would have authorized tax increment financing (TIF) within the zones to support infrastructure improvements. ***Senator Worsley's bill passed the Senate Transportation & Technology Committee but failed to meet other deadlines. The concept was successfully amended on to SB1146 which advanced to consideration but not a vote by the full Senate.***

SB1250: County Motor Fuel Taxes. Would have authorized counties to levy a three-percent fuel sales tax to fund transportation infrastructure. ***Senator Farley's bill was not considered in committee prior to the initial hearing deadline.***

SB1270: County Transportation Excise Tax: Reauthorization. Would have authorized Maricopa County to take to the county voters an extension of the county's transportation excise tax set to expire after 2025. ***Senator Worsley's bill passed the Senate but failed in the House Ways & Means Committee.***

HB2230: Intergovernmental Public Transportation Authority; Taxation. Would have modified the formation, governing board and tax levying processes for IPTA's, which are regional transportation authorities permissible in counties of 200,000 or less. ***Representative Shooter's bill passed the House Transportation and Infrastructure Committee but failed to clear the House Ways & Means Committee prior to deadline. It was crafted to support a future Yuma County transportation sales tax measure.***

HB2329: Vehicle Insurance; Renewal; Fees; DPS. Would have established a vehicle insurance renewal fee set at an amount sufficient to fully fund DPS Highway Patrol operations. ***Representative Campbell's bill was not considered in committee prior to the initial hearing deadline.***

HB2425: Appropriation; Highway User Revenue Fund. Would have appropriated $30 million from the State General Fund to HURF to be distributed to counties and municipalities in the same proportions as the HURF distribution formula for the exclusive purpose of highway and road construction and maintenance. ***Representative Fernandez's bill was never considered as stand-alone legislation by the House Appropriations Committee but the state budget did restore $30 million to local and regional HURF recipients utilizing revenues from the ADOT HELP loan program fund balance.***

HCR2011: Motor Vehicle Fuel Taxes. Would have placed on the November, 2018 general election ballot the question of whether to increase fuel taxes by 10 cents. ***Representative Campbell's resolution passed the House Transportation & Infrastructure Committee but failed to clear the House Ways & Means Committee by deadline.***

HURF Transfers: Without a surplus and limited new revenues, lawmakers had far less options for reducing the revenue transfers this year. Roughly $112 million was transferred to DPS and another $6.2 million in multi-year vehicle license tax collections, that would have otherwise been distributed to the State Highway Fund, were directed to the State General Fund bringing the total of transportation-related revenues used for non-infrastructure purposes to over $118 million. The transfers to DPS were:

- $99.4 million from the Highway User Revenue Fund (HURF)
- $7.6 million from the State Highway Fund (SHF) which is ADOT's portion of HURF
- $3.3 million for the DPS Parity Compensation Fund which is funded by SHF
- $1.6 million from the Safety Enforcement & Transportation Infrastructure Fund (SETIF) which is funded thru commercial trucking fees at the international border.

The budget restored $30 million to the local and regional road systems by transferring funds from the balance of the ADOT HELP Loan Program. The budget also included the legislative intent to enact a similar transfer next year with the remaining $30 million in the HELP balance and an additional $30 million off the top of HURF collections which would essentially hold the locals and regions harmless from transfers but do so by taking further revenues from ADOT and the state highway system rather than generating new transportation revenues.

Attention Pinal County Voters

Do you have questions about Propositions 416 and 417 on the ballot for the November 7, 2017 election?

Prop 416: Pinal County Regional Transportation Plan

Prop 417: Pinal County Transportation Excise (Sales) Tax

Please join the Pinal Regional Transportation Authority (PRTA) as they host open houses within Pinal County to provide information on the PRTA, the Regional Transportation Plan, and the half-cent sales tax Increase to be utilized for projects included in the Regional Transportation Plan.

Open Houses 5:00 pm — 6:30pm

Florence
Wednesday, September 13th
Florence Library
778 N. Main St.
Florence, AZ 85132

Casa Grande
Wednesday, September 20th
Casa Grande Council Chambers
510 E. Florence Blvd.
Casa Grande, AZ 85122

San Tan Valley
Wednesday, September 27th
33622 N. Mountain Vista Blvd.
San Tan Valley, AZ 85142

Coolidge
Saturday, October 7th
Coolidge Days Booth
*During event hours

Gold Canyon
Wednesday, October 11th
*Location to be determined

U.S Department of Transportation
Office of Public Affairs
1200 New Jersey Avenue, SE
Washington, DC 20590
www.transportation.gov/briefingroom

News

DOT 69-17
Wednesday, September 6, 2017
Contact: pressoffice@dot.gov

U.S. Department of Transportation Announces $500 Million Funding Opportunity through TIGER Program

WASHINGTON – The U.S. Department of Transportation today announced the opportunity for state and local stakeholders to apply for $500 million in discretionary grant funding through the Transportation Investment Generating Economic Recovery (TIGER) program.

"The TIGER grant program is a highly competitive program whose winners will be awarded with the funding they need to rebuild the infrastructure of their communities," said Secretary Elaine L. Chao. "TIGER grants will continue to fund innovative projects that will improve the safety of America's passengers and goods."

The Consolidated Appropriations Act, 2017 appropriated $500 million, available through September 30, 2020, for National Infrastructure Investments otherwise known as TIGER grants. As with previous rounds of TIGER, funds for the fiscal year (FY) 2017 TIGER grants program are to be awarded on a competitive basis for projects that will have a significant impact on the Nation, a metropolitan area, or a region. The FY 2017 Appropriations Act specifies that TIGER Discretionary Grants may not be less than $5 million and not greater than $25 million, except that for projects located in rural areas the minimum TIGER Discretionary Grant size is $1 million.

The selection criteria remain fundamentally the same as previous rounds of the TIGER grants program, but the description of each criterion was updated. Additionally, the FY 2017 TIGER program will give special consideration to projects which emphasize improved access to reliable, safe, and affordable transportation for communities in rural areas, such as projects that improve

infrastructure condition, address public health and safety, promote regional connectivity, or facilitate economic growth or competitiveness.

To provide technical assistance to a broad array of stakeholders, USDOT is hosting a series of webinars during the FY 2017 TIGER grant application process. Webinars on How to Compete for TIGER Discretionary Grants will be held from 2:00 to 4:00 PM EDT on Wednesday, September 13th and Tuesday, September 19th. To register, please visit the TIGER Webinar Series webpage. Additional webinars will be scheduled and more information posted online.

The deadline to submit an application for the FY 2017 TIGER grant program is Monday, October 16.

Since the TIGER grant program was first created, $5.1 billion has been awarded for capital investments in surface transportation infrastructure over eight rounds of competitive grants. Throughout the TIGER program, these grants have supported projects that have a significant impact on the Nation, a metropolitan area, or a region. TIGER grants have historically achieved, on average, co-investment of 3.6 dollars (including other Federal, State, local, private and philanthropic funds) for every TIGER dollar invested.

For more information, please visit www.transportation.gov/TIGER.

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Douglas A. Ducey, Governor
John S. Halikowski, Director
Dallas Hammit, State Engineer
Gregory Byres, Division Director

August 23, 2017

FFY 2017 FTA SECTION 5305(e) NOTICE OF FUNDING AVAILABILITY

This notice is to announce the availability of Federal Transit Administration (FTA) grant funding for Federal Fiscal Year 2017 apportionment administered by the Arizona Department of Transportation (ADOT).

ADOT's Multimodal Planning Division (MPD) administers the Statewide and Nonmetropolitan transportation planning program (49 U.S.C. 5305(e)). Historically known under Section 5304, Section 5305(e) funds are apportioned annually to states for use in planning and research. Other eligible uses, at the State's discretion, include statewide planning and other technical assistance activities, planning support for nonurbanized areas, research and development, demonstration projects, university research, and human-resource development. The State may also allocate a portion of the funds to MPOs to aid in the preparation of fiscally constrained plans and Transportation Improvement Programs.

Program Overview

FTA Section 5305(e) funding will be made available to fund local rural and small urban transit planning needs. The funding will also be available for use by Councils of Government (COGs) and Metropolitan Planning Organizations (MPOs) to support these efforts. Up to $1,000,000 will be available for planning projects / activities.

Eligible Entities—COGs and MPOs

Local and regional public agencies, tribes, and operators of transit services may coordinate with the COG / MPO, but the COG / MPO must be the lead applicant for this funding application. Rural providers of transit including public, tribal, and non-profit agencies may apply directly to ADOT for transit planning funding through the 5311 application process.

Management of Transit Planning Projects

The COG or MPO will administer the funds on behalf of a local applicant or tribal entity.

Those who are awarded FTA funds will:

- Add the Project to their Work Program and submit confirmation to ADOT transit.
- Comply with all FTA and program requirements.
- Submit a scope of work to ADOT Transit prior to procurement.
- Manage and procure, where needed, the appropriate planning activity.
- Invite ADOT Staff to serve on the Technical Advisory Committee and notify ADOT of all public outreach activities
- Provide monthly / quarterly updates of the progress and reimbursement requests to ADOT in alignment with the work program requirements.

Application Information

The application cycle will begin **September 12th** and close **October 26th**. All application materials are to be completed in E-grants. The E-grants help desk is available at 1-866-449-1425 or azhelpdesk@agatesoftware.com.

Evaluation Criterion:

- Benefit to the Community / Region
- Defined Purpose and Need
- Supporting Documentation
- Community & Local Support
- Alignment with ADOT's Planning Goals and Priorities generally in the following order of priority:
  - Rural transit planning for existing transit agencies
  - New Rural transit plans
  - Regional transit planning and Small Urban Transit Planning

If you have any questions about this notice or the associated program, please feel free to contact Sara Allred, Transit Program Manager at sallred@azdot.gov or 602-712-4498. We look forward to receiving your application before October 26th, 2017. Thank you for your interest in FTA funding.

Sincerely,

Jill Dusenberry
Transit Group Manager
Arizona Department of Transportation

ADOT operates its programs and services without regard to race, color, national origin or disability in accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA).

SunCorridor
Metropolitan Planning Organization

EXECUTIVE BOARD MEETING
SIGN IN SHEET

MEETING HELD AT:	Casa Grande – 820 E. Cottonwood Ln, Casa Grande, AZ - Conference Room A (Center Corridor, 1st door on right)	DATE OF MEETING:	September 12, 2017

Time of Meeting: 10:00 AM

Sign in	NAME	Representing/Agency	City/County	Phone	EMAIL
	Mayor Craig McFarland	***City of Casa Grande***	***Casa Grande***	***520-421-6600***	cmcfarland@casagrandeaz.gov
	Mayor Joel Belloc	***City of Eloy***	***Eloy***	***520-466-9202***	jbelloc@gmail.com
	Mayor Jon Thompson	***City of Coolidge***	***Coolidge***	***520-723-5155***	thompson5155@msn.com
	Supervisor Steve Miller	***Pinal County***	***Casa Grande***	***520-866-7401***	steve.miller@pinalcountyaz.gov
	Steve Stratton	***ADOT Transportation Board - District 4***	***Globe***	***928-812-0173***	sestratton@hotmail.com
		GUESTS			
	Andy Smith	Pinal County	Florence	520-866-6407	Andrew.Smith@pinalcountyaz.gov
	Brent Crowther	Kimley Horn	Tucson	520-352-8632	Brent.Crowther@kimley-horn.com
	Carlos Lopez	Rail Planning Pgrm	ADOT	(602) 712-4786	CLopez@azdot.gov
	Charla Glendening	Planning Program Mang	ADOT	602-712-7376	cglendening@azdot.gov
	Dale Miller	RICK Engineering	Phoenix	480-522-0330	dmiller@rickengineering.com
	Duane Eitel	Transportation Engineer	Casa Grande	520-421-8625	deitel@casagrandeaz.gov
	Ed Stillings	FHWA	FHWA	602-382-8966	ed.stillings@fhwa.dot.gov
	Eric Gudino	ADOT	Phoenix	(480) 349-6294	egudino@azdot.gov
	Greg Stanley	County Manager	Pinal County	520-866-6201	gregory.stanley@piinalcountyaz.gov
	Harvey Krauss	Manager	Eloy	520-466-9201	hkrauss@ci.eloy.az.us
	Irene Higgs	Sun Corridor MPO	Casa Grande	520-705-5143	ihiggs@scmpo.org
	Jason Bottjen	ADOT MPD	Phoenix	602-712-6166	jbottjen@azdot.gov
	Jason Hafner	Sun Corridor MPO	Casa Grande	520-705-5153	jhafner@scmpo.org
	Jerry James	ADOT District	Tucson		jjames@azdot.gov
	Jon Vlaming	Acting PW Director	Eloy	520-466-2578	jvlaming@EloyAZ.gov
	Kathy Borquez	Senior Trans. Planner	Pinal County	520-866-6406	kathy.borquez@pinalcountyaz.gov

Anyone needing accommodations, please contact Irene Higgs at 520-705-5143 48 hours prior to the meeting.

SunCorridor
Metropolitan Planning Organization

EXECUTIVE BOARD MEETING
SIGN IN SHEET

MEETING HELD AT:	Casa Grande – 820 E. Cottonwood Ln, Casa Grande, AZ - Conference Room A (Center Corridor, 1st door on right)	DATE OF MEETING:	September 12, 2017

Time of Meeting: 10:00 AM

Sign in	NAME	Representing/Agency	City/County	Phone	EMAIL
	Ken Martin	Public Works Director	Eloy	(520) 466-3082	kmartin@EloyAZ.gov
KA	Kevin Adam	RTAC Director	Phoenix	(480) 577-7209	kadam@rtac.net
	Kevin Louis	Casa Grande PW Dir	Casa Grande		klouis@casagrandeaz.gov
MR	Matt Rencher	PW Director	Coolidge	(520) 7234882	mrencher@coolidgeaz.com
	Mike Blankenship	AMEC	Phoenix	(602) 733-6054	michael.blankenship@amecfw.com
	Mike Sundblom	Pinal County	Florence	(520) 866-6915	mike.sundblom@pinalcountyaz.gov
	Patrick Stone	ADOT	Phoenix	(602)712-7469	pstone@azdot.gov
	Patrizia Gonella	Jacobs	Phoenix		patrizia.gonella@jacobs.com
	Randall Overmyer	CivTech	Phoenix	(480)659-4250	ROvermyer@civtech.com
	Rod Lane	Tucson District Engineer	ADOT	520-388-4210	rlane@azdot.gov
	Scott Kelley	Greenlight Traf Engr		602-499-1339	scottk@greenlightte.com
	Mike Blankenship	Greenlight Traffic Engr.		623-308-6523	mikeb@greenlightte.com

Anyone needing accommodations, please contact Irene Higgs at 520-705-5143 48 hours prior to the meeting.

SunCorridor
Metropolitan Planning Organization

MEMO TO: **SUN CORRIDOR MPO EXECUTIVE BOARD**

FROM: **Irene Higgs, SCMPO Executive Director**

DATE: **November 14, 2017**

SUBJECT: **MPO Update**

Progress Report - Below is a listing of some of the activities staff attended for the months of September, October and a portion of November. Staff also prepared documentation for monthly ADOT reimbursement invoicing; attended various meetings with consultants; and general business activities for the MPO.

- ITS Architecture Framework Meeting, September 13, Jason attended
- TransLoc Microtransit Conference Call, September 15, Irene and Jason attended
- Sun Corridor Exporting Program Meeting with MAG, September 15, Irene attended
- ACEC Partnering Breakfast, September 19, Irene and Jason attended
- Casa Grande Transit Development Plan Project Management Team Meeting, September 19, Irene and Jason attended
- Pinal County RTA Public Meeting, September 20, Irene attended
- TransLoc Microtransit Conference Call, September 20, Irene and Jason attended
- AzTech Visioning Workshop. September 21, Irene attended
- Sun Corridor Exporting Program Meeting with MAG, September 26, Irene attended
- Gila Pinal Rides Coordinating Council Meeting, September 27, Irene attended
- I-11 Executive Leadership Meeting, October 2, Irene attended
- I-11 Project Management Team Meeting, October 4, Jason attended
- Eloy Transit Feasibility Study Selection Panel Meeting, October 5, Jason attended
- Eloy Chamber of Commerce Business luncheon, October 6, Jason attended
- Selma TI Meeting with ADOT and FHWA, October 13, Irene and Jason attended
- Casa Grande Transit Development Plan Project Management Team Meeting, October 13, Irene and Jason attended
- AZTA Board Meeting , October 16, Irene attended
- Pinal I-11 Coalition Meeting, October 16, Jason attended
- IBI Proposal Debrief Conference Call, October 16, Jason attended
- COG & MPO Planners Meeting, October 18, Irene and Jason attended
- COG & MPO Mobility Managers Meeting, October 18, Irene attended
- COG & MPO Directors Meeting, October 18, Irene attended

- Rural Transportation Advocacy Council Legislative Meeting, October 18, Irene attended
- Rural Transportation Advocacy Council Board Meeting, October 18, Irene attended
- Rural Transportation Summit, October 18-20, Irene and Jason attended
- State Transportation Board Meeting, October 20, Irene and Jason attended
- Pinal County Strategic Transportation Safety Plan scope discussion, October 23, Irene and Jason attended
- Eloy Transit Feasibility Study – Transit Plus Debrief, October 24, Jason attended
- Selma TI Developer Meeting, October 24, Irene attended
- Kortsen TI Project Discussion, October 24, Irene and Jason attended
- Eloy Transit Feasibility Study – Matrix Debrief, October 25, Jason attended
- Casa Grande Transit Development Plan Project Management Team Meeting, October 26, Irene and Jason attended
- SCMPO TAC Meeting, October 26, Irene and Jason attended
- Pinal Partnership Meeting, October 26, Irene attended
- Performance Measures for Travel Time and Freight, October 30, Irene and Jason attended
- State Transportation Board Study Session, October 31, Irene attended
- Southcentral P2P Meeting, October 31, Irene and Jason attended
- CG Transit TAC Meeting, November 1, Irene and Jason attended
- Emissions Target Setting meeting with FHWA, ADOT and MAG, November 3, Jason attended
- DBE & Small Business Conference, November 8, Irene attended
- AZTA Board Meeting, November 13, Irene attended
- Casa Grande Finance Meeting, November 13, Irene and Jason attended

Sun Corridor MPO Ledger (Item #10.2)
Design/Construction Report (10.3)
Non-Federal Funding Ledger (10.4)
2017 Annual Title VI Report to ADOT - Results (10.5)
Sun Corridor Exporting Program (10.6)

Committee Action Requested:	☒ Information Only	☐ Action Requested Below
Information Only		

Sun Corridor MPO Running Ledger
Federal Funding At A Glance

	Description	HSIP	STBG	SPR	PL	Total Amount	
FY17	Obligation Authority (OA)	$ 340,102	$ 1,196,185	$ 118,625	$ 112,116	$ 1,767,027	Remaining OA in FY17
	Programmed Projects	$ 238,991	$ 1,228,850	$ 118,705	$ 104,977	$ 1,691,522	
	Remaining Balance OA	**$ 101,111**	**$ (32,665)**	**$ (80)**	**$ 7,139**	**$ 75,505**	**$ 75,506**
FY18	Obligation Authority (OA)	$ 209,957	$ 812,661	$ 118,625	$ 110,604	$ 811,636	Remaining OA in FY18
	Programmed Projects		$ 812,990	$ 118,666	$ 110,643	$ 1,042,299	
	Remaining Balance OA	**$ 209,957**	**$ (329)**	**$ (41)**	**$ (39)**	**$ (230,663)**	**$ 209,548**
FY19	Obligation Authority (OA)		$ 581,661	$ 118,625	$ 110,604	$ 810,890	Remaining OA in FY19
	Programmed Projects		$ 571,532	$ 118,666	$ 110,643	$ 800,841	
	Remaining Balance OA		**$ 10,129**	**$ (41)**	**$ (39)**	**$ 10,049**	**$ 10,049**
FY20	Obligation Authority (OA)		$ 828,798	$ 118,625	$ 110,604	$ 1,480,183	Remaining OA in FY20
	Programmed Projects		$ 1,286,500	$ 118,666	$ 110,643	$ 1,515,809	
	Remaining Balance OA		**$ (457,702)**	**$ (41)**	**$ (39)**	**$ (35,626)**	**$ 342**
	Description	**HSIP**	**STBG**	**SPR**	**PL**	**Total Amount**	**Remaining OA in FY21**
FY21	Obligation Authority (OA)		$ 581,661	$ 118,625	$ 110,604	$ 810,890	
	Programmed Projects		$ 553,292	$ 118,666	$ 110,643	$ 782,601	
	Remaining Balance OA		**$ 28,369**	**$ (41)**	**$ (39)**	**$ 28,289**	**$ 28,289**

Sun Corridor MPO Running Ledger
Federal Funding At A Glance

FY22	Obligation Authority (OA)		$ 309,298	$ 118,625	$ 110,604	$ 538,527	**Remaining OA in FY22**
	Programmed Projects		$ 196,500	$ 118,666	$ 110,643	$ 425,809	
	Remaining Balance OA		**$ 112,798**	**$ (41)**	**$ (39)**	**$ 112,718**	**$ 98,081**
FY23	Obligation Authority (OA)		$ 581,661	$ 118,625	$ 110,604	$ 810,890	**Remaining OA in FY23**
	Programmed Projects		$ 201,500	$ 118,666	$ 110,643	$ 430,809	
	Remaining Balance OA		**$ 380,161**	**$ (41)**	**$ (39)**	**$ 380,081**	**$ 205,081**
FY24	Obligation Authority (OA)		$ 747,736	$ 118,625	$ 110,604	$ 976,965	**Remaining OA in FY24**
	Programmed Projects		$ 711,500	$ 118,666	$ 110,643	$ 940,809	
	Remaining Balance OA		**$ 36,236**	**$ (41)**	**$ (39)**	**$ 36,156**	**$ 45,081**
FY25	Obligation Authority (OA)		$ 581,661	$ 118,625	$ 110,604	$ 810,890	**Remaining OA in FY25**
	Programmed Projects		$ 711,500	$ 118,666	$ 110,643	$ 940,809	
	Remaining Balance OA		**$ (129,839)**	**$ (41)**	**$ (39)**	**$ (129,919)**	**$ (129,919)**

Notes

Apportionments represent the amount of federal funding based on formula. Apportionments generally exceed obligation authority (OA), resulting in excess apportionments that cannot be obligated. Over the life of a multi-year federal transportation program authorization, apportionments may accumulate but cannot be utilized unless Congress approves a matching amount of OA. There is no guarantee Congress will provide the OA necessary to fully utilize apportionments.

Obligation Authority (OA) is the amount of authorized apportionments which Congress allows states to obligated in an individual year. This is the amount which FHWA will reimburse. Effective 10/01/16 the OA to apportionments is estimated at 90% changed from 94.93%.

Sun Corridor MPO Running Ledger
Federal Funding At A Glance

FFY 2017

DESCRIPTION		APPORTIONMENTS HSIP	STBG	SPR	PL	OA Rate = Total	0.9490 FFY Obligation Authority
Carry Forward **Lapses on 6/30		$ 34,161.00	$ 27,574.00			$ 58,587.43	$ 58,587.43
Current FFY Apportionments		$ 519,767.00	$ 612,920.00	$ 125,000.00	$ 118,141.00	$ 1,375,828.00	$ 1,305,660.77
Transfer Out - ADOT SR87 and Randolph Rd		$ (287,704.00)				$ (287,704.00)	$ (287,704.00)
Transfer In - SR287 Florence Blvd PHB		$ 70,069.00				$ 70,069.00	$ 70,069.00
Transfer In - CAG Contribution to PC Safety Study		$ 20,000.00				$ 20,000.00	$ 20,000.00
Transfer In - Mag Contribution to PC Safety Study		$ 105,000.00				$ 105,000.00	$ 105,000.00
Loans In - Payback from MAG from FY16			$ 633,480.00			$ 633,480.00	$ 633,480.00
Loan In - Borrow from NACOG Payback in FY18			$ 151,000.00			$ 151,000.00	$ 151,000.00
Loans In - Payback from CAG from FY15		$ 113,148.00				$ 113,148.00	$ 113,148.00
Loan Out - Loan to MAG - Payback in FY18/FY20			$ (196,124.13)			$ (196,124.13)	$ (196,124.13)
Loan Out - Loan to ADOT - Payback in FY18		$ (132,200.00)				$ (132,200.00)	$ (132,200.00)
Loan Out - Loan to ADOT - Payback in FY18		$ (73,889.00)				$ (73,889.00)	$ (73,889.00)
FFY Total Available **Lapses on 6/30		**$ 442,241.00**	**$ 1,228,849.87**	**$ 125,000.00**	**$ 118,141.00**	**$ 1,914,231.87**	**$ 1,767,028.07**
FFY Obligation Authority by Funding		**$ 340,101.67**	**$ 1,196,184.68**	**$ 118,625.00**	**$ 112,115.81**	**$ 1,767,027.16**	
		FEDERAL SHARE					
TIP #	**Project Name**	**HSIP**	**STBG**	**SPR**	**PL**	**Total of Amount**	**Declining Balance of OA**
CLG 16-01C	Main St. Improvements		$ 1,332,653.00			$ 1,332,653.00	$ 434,375.07
PNL HSIP15-014C	Sign Upgrade	$ 140,955.00				$ 140,955.00	$ 293,420.07
ELY HSIP15-012C	Upgrade Regulatory Signs	$ 155,513.00				$ 155,513.00	$ 137,907.07
	2017 HPMS - Data Collection		$ 51,000.00			$ 51,000.00	$ 86,907.07
	SPR - Authorized 10/19/2016			$ 89,030.00		$ 89,030.00	$ (2,122.93)
	SPR - Authorized 06/21/2017			$ 29,675.00		$ 29,675.00	$ (31,797.93)
	PL - Authorized 10/19/2016				$ 78,666.25	$ 78,666.25	$ (110,464.18)
	PL - Authorized 06/21/2017				$ 26,310.43	$ 26,310.43	$ (136,774.61)
	LTAP		$ 500.00			$ 500.00	$ (137,274.61)
ELY HSIP15-013C	Various Locations in Eloy	$ (25,883.37)				$ (25,883.37)	$ (111,391.24)
ELY HSIP15-013D	Various Locations in Eloy	$ (15,517.39)				$ (15,517.39)	$ (95,873.85)
ELY HSIP15-012C	Upgrade Regulatory Signs	$ (83,741.00)				$ (83,741.00)	$ (12,132.85)
	Transit Study/RTP		$ (150,558.13)			$ (150,558.13)	$ 138,425.28
SMP 15-HPMS	SCMPO FY15 WP - STBG (HPMS)		$ (4,745.00)			$ (4,745.00)	$ 143,170.28
	City of Coolidge Street Sign Rehab	$ (73,889.16)				$ (73,889.16)	$ 217,059.44
CSG HSIP15-016010	Florence Blvd; Pedestrian Safety Impr	$ (68,446.37)				$ (68,446.37)	$ 285,505.81
	Pinal County STSP	$ 210,000.00				$ 210,000.00	$ 75,505.81
	Total Federal Funding Used	**$ 238,990.71**	**$ 1,228,849.87**	**$ 118,705.00**	**$ 104,976.68**	**$ 1,691,522.26**	
	Remaining Apportionments	**$ 203,250.29**		**$ 6,295.00**	**$ 13,164.32**	**$ 222,709.61**	
	Remaining OA	$ 101,111	$ (32,665)	$ (80)	$ 7,139	**Remaining OA**	**$ 75,506**

Sun Corridor MPO Running Ledger
Federal Funding At A Glance

FFY 2018

		APPORTIONMENTS				OA Rate =	0.9490
DESCRIPTION		HSIP	STBG	SPR	PL	Total	FFY Obligation Authority
Carry Forward **Lapses on 6/30							
Current FFY Apportionments		$ 519,767.00	$ 612,920.00	$ 125,000.00	$ 116,548.12	$ 1,374,235.12	$ 1,304,149.13
Loans Out - Payback NACOG from FY17			$ (151,000.00)			$ (151,000.00)	$ (151,000.00)
Loan In - Payback from MAG from FY17			$ 25,000.00			$ 25,000.00	$ 25,000.00
Loan In - Payback from ADOT from FY17		$ 133,705.00				$ 133,705.00	$ 133,705.00
Transfer In from ADOT - Pinal Ave Bypass			$ 357,000.00			$ 357,000.00	$ 357,000.00
Loan In - Payback from ADOT from FY17		$ 75,506.00				$ 75,506.00	$ 75,506.00
Transfers to ADOT - SR87 and Ruins Dr.		$ (492,513.00)				$ (492,513.00)	$ (492,513.00)
FFY Total Available **Lapses on 6/30		**$ 236,465.00**	**$ 843,920.00**	**$ 125,000.00**	**$ 116,548.12**	**$ 1,321,933.12**	**$ 1,251,847.13**
FFY Obligation Authority by Funding		**$ 209,957**	**$ 812,661**	**$ 118,625**	**$ 110,604**	**$ 811,636**	
		FEDERAL SHARE					
TIP #	Project Name	HSIP	STBG	SPR	PL	Total of Amount	Declining Balance of OA
							$ 1,251,847.13
CSG 17-01D	MCG Hwy; N Biaco Rd - Russell Rd, Casa Grande		$ 280,000.00			$ 280,000.00	$ 971,847.13
CSG 17-02L	I-8; Kortsen TI DCR		$ 357,000.00			$ 357,000.00	$ 614,847.13
ELY 16-01D	Toltec Rd; Battaglia Rd - I10, Eloy		$ 139,490.00			$ 139,490.00	$ 475,357.13
LTAP	LTAP		$ 500.00			$ 500.00	$ 474,857.13
	2018 HPMS Data Collection		$ 36,000.00			$ 36,000.00	$ 438,857.13
	SPR - Not Requested			$ 118,666.40		$ 118,666.40	$ 320,190.73
	PL - Not Requested				$ 110,642.77	$ 110,642.77	$ 209,547.96
							$ 209,547.96
							$ 209,547.96
	Total Federal Funding Used		**$ 812,990.00**	**$ 118,666.40**	**$ 110,642.77**	**$ 1,042,299.17**	
	Remaining Apportionments	**$ 236,465.00**	**$ 30,930.00**	**$ 6,333.60**	**$ 5,905.35**	**$ 279,633.95**	
	Remaining OA	$ 209,957	$ (329)	$ (41)	$ (39)	**Remaining OA**	**$ 209,547.96**

Sun Corridor MPO Running Ledger
Federal Funding At A Glance

FFY 2019

DESCRIPTION		APPORTIONMENTS HSIP	STBG	SPR	PL	OA Rate = Total	0.9490 FFY Obligation Authority
Carry Forward **Lapses on 6/30							
Current FFY Apportionments			$ 612,920.00	$ 125,000.00	$ 116,548.12	$ 854,468.12	$ 810,890.25
Loans/Transfers/Repayments Out							
FFY Total Available **Lapses on 6/30			**$ 612,920.00**	**$ 125,000.00**	**$ 116,548.12**	**$ 854,468.12**	**$ 810,890.25**
FFY Obligation Authority by Funding			**$ 581,661.08**	**$ 118,625.00**	**$ 110,604.17**	**$ 810,890.25**	
		FEDERAL SHARE					
TIP #	**Project Name**	**HSIP**	**STBG**	**SPR**	**PL**	**Total of Amount**	**Declining Balance of OA**
	LTAP		$ 500.00			$ 500.00	$ 810,390.25
	2019 HPMS Data Collection		$ 36,000.00			$ 36,000.00	$ 774,390.25
	SPR - Not Requested			$ 118,666.40		$ 118,666.40	$ 655,723.85
	PL - Not Requested				$ 110,642.77	$ 110,642.77	$ 545,081.08
ELY 17-02D	Battaglia Rd; Sunshine Blvd - SR87, E		$ 144,000.00			$ 144,000.00	$ 401,081.08
ELY 16-01C	Toltec Rd; Battaglia Rd - I10, Eloy		$ 391,032.00			$ 391,032.00	$ 10,049.08
							$ 10,049.08
							$ 10,049.08
	Total Federal Funding Used		**$ 571,532.00**	**$ 118,666.40**	**$ 110,642.77**	**$ 800,841.17**	
	Remaining Apportionments		**$ 41,388.00**	**$ 6,333.60**	**$ 5,905.35**	**$ 53,626.95**	
	Remaining OA		$ 10,129	$ (41)	$ (39)	**Remaining OA**	**$ 10,049.08**

Sun Corridor MPO Running Ledger
Federal Funding At A Glance

FFY 2020

DESCRIPTION	HSIP	STBG	SPR	PL	Total	FFY Obligation Authority
		APPORTIONMENTS			OA Rate =	0.9490
Carry Forward **Lapses on 6/30						
Current FFY Apportionments		$ 612,920.00	$ 125,000.00	$ 116,548.12	$ 854,468.12	$ 810,890.25
Loans In - Payback from MAG FY18		$ 247,137.20			$ 247,137.20	$ 247,137.20
Loan in - Payback from MAG FY17		$ 171,124.00			$ 171,124.00	$ 171,124.00
Borrow - from ??? Payback in FY22		$ 287,000.00			$ 287,000.00	$ 287,000.00
Loans/Transfers/Repayments Out						
FFY Total Available **Lapses on 6/30		**$ 1,318,181.20**	**$ 125,000.00**	**$ 116,548.12**	**$ 1,559,729.32**	**$ 1,516,151.45**
FFY Obligation Authority by Funding		**$ 828,798**	**$ 118,625**	**$ 110,604**	**$ 1,480,183**	

TIP #	Project Name	HSIP	STBG	SPR	PL	Total of Amount	Declining Balance of OA
			FEDERAL SHARE				
	LTAP		$ 500.00			$ 500.00	$ 1,515,651.45
	SPR - Not Requested			$ 118,666.40		$ 118,666.40	$ 1,396,985.05
	PL - Not Requested				$ 110,642.77	$ 110,642.77	$ 1,286,342.28
CSG 17-01C	MCG Hwy; N Biaco Rd - Russell Rd, C		$ 1,250,000.00			$ 1,250,000.00	$ 36,342.28
	HPMS Data Collection		$ 36,000.00			$ 36,000.00	$ 342.28
							$ 342.28
							$ 342.28
	Total Federal Funding Used		**$ 1,286,500.00**	**$ 118,666.40**	**$ 110,642.77**	**$ 1,515,809.17**	
	Remaining Apportionments		**$ 31,681.20**	**$ 6,333.60**	**$ 5,905.35**	**$ 43,920.15**	
	Remaining OA		$ (457,702)	$ (41)	$ (39)	**Remaining OA**	**$ 342.28**

Sun Corridor MPO Running Ledger
Federal Funding At A Glance

FFY 2021

DESCRIPTION	HSIP	STBG	SPR	PL	Total	FFY Obligation Authority
		APPORTIONMENTS			OA Rate =	0.9490
Carry Forward **Lapses on 6/30						
Current FFY Apportionments		$ 612,920.00	$ 125,000.00	$ 116,548.12	$ 854,468.12	$ 810,890.25
Loans/Transfers/Repayments Out						
FFY Total Available **Lapses on 6/30		**$ 612,920.00**	**$ 125,000.00**	**$ 116,548.12**	**$ 854,468.12**	
FFY Obligation Authority by Funding		**$ 581,661.08**	**$ 118,625.00**	**$ 110,604.17**	**$ 810,890.25**	**$ 810,890.25**

TIP #	Project Name	HSIP	STBG	SPR	PL	Total of Amount	Declining Balance of OA
			FEDERAL SHARE				
	LTAP		$ 500.00			$ 500.00	$ 810,390.25
	SPR - Not Requested			$ 118,666.40		$ 118,666.40	$ 691,723.85
	PL - Not Requested				$ 110,642.77	$ 110,642.77	$ 581,081.08
ELY 17-02C	Battaglia Rd; Sunshine Blvd - SR87, E		$ 516,792.00			$ 516,792.00	$ 64,289.08
	HPMS Data Collection		$ 36,000.00			$ 36,000.00	$ 28,289.08
							$ 28,289.08
	Total Federal Funding Used		**$ 553,292.00**	**$ 118,666.40**	**$ 110,642.77**	**$ 782,601.17**	
	Remaining Apportionments		**$ 59,628.00**	**$ 6,333.60**	**$ 5,905.35**	**$ 71,866.95**	
	Remaining OA		$ 28,369	$ (41)	$ (39)	**Remaining OA**	**$ 28,289.08**

Sun Corridor MPO Running Ledger
Federal Funding At A Glance

FFY 2022

DESCRIPTION	HSIP	STBG	SPR	PL	Total	FFY Obligation Authority
		APPORTIONMENTS			OA Rate =	0.9490
Carry Forward **Lapses on 6/30						
Current FFY Apportionments		$ 612,920.00	$ 125,000.00	$ 116,548.12	$ 854,468.12	$ 810,890.25
Loans/Transfers/Repayments In						
Loans/Transfers/Repayments Out (Payback 2020)		$ (287,000.00)			$ (287,000.00)	$ (287,000.00)
FFY Total Available **Lapses on 6/30		**$ 325,920.00**	**$ 125,000.00**	**$ 116,548.12**	**$ 567,468.12**	
FFY Obligation Authority by Funding		**$ 309,298.08**	**$ 118,625.00**	**$ 110,604.17**	**$ 538,527.25**	**$ 523,890.25**

TIP #	Project Name	HSIP	STBG	SPR	PL	Total of Amount	Declining Balance of OA
			FEDERAL SHARE				
	LTAP		$ 500.00			$ 500.00	$ 523,390.25
	SPR - Not Requested			$ 118,666.40		$ 118,666.40	$ 404,723.85
	PL - Not Requested				$ 110,642.77	$ 110,642.77	$ 294,081.08
CLG 17-01D	Coolidge Ave; 9th St - Skousen		$ 160,000.00			$ 160,000.00	$ 134,081.08
	HPMS Data Collection		$ 36,000.00			$ 36,000.00	$ 98,081.08
							$ 98,081.08
	Total Federal Funding Used		**$ 196,500.00**	**$ 118,666.40**	**$ 110,642.77**	**$ 425,809.17**	
	Remaining Apportionments		**$ 129,420.00**	**$ 6,333.60**	**$ 5,905.35**	**$ 141,658.95**	
	Remaining OA		$ 112,798	$ (41)	$ (39)	**Remaining OA**	**$ 98,081.08**

Sun Corridor MPO Running Ledger
Federal Funding At A Glance

FFY 2023

DESCRIPTION	HSIP	STBG	SPR	PL	Total	FFY Obligation Authority
		APPORTIONMENTS			OA Rate =	0.9490
Carry Forward **Lapses on 6/30						
Current FFY Apportionments		$ 612,920.00	$ 125,000.00	$ 116,548.12	$ 854,468.12	$ 810,890.25
Loans/Transfers/Repayments In						
Loans/Transfers/Repayments Out						
Loans/Transfers/Repayments Out (Repay in FY24)		$ (175,000.00)			$ (175,000.00)	$ (175,000.00)
FFY Total Available **Lapses on 6/30		**$ 612,920.00**	**$ 125,000.00**	**$ 116,548.12**	**$ 854,468.12**	
FFY Obligation Authority by Funding		**$ 581,661.08**	**$ 118,625.00**	**$ 110,604.17**	**$ 810,890.25**	**$ 635,890.25**

TIP #	Project Name	HSIP	STBG	SPR	PL	Total of Amount	Declining Balance of OA
			FEDERAL SHARE				
	LTAP		$ 500.00			$ 500.00	$ 635,390.25
	SPR - Not Requested			$ 118,666.40		$ 118,666.40	$ 516,723.85
	PL - Not Requested				$ 110,642.77	$ 110,642.77	$ 406,081.08
CLG 17-02D	Vah Ki Inn Rd; 9th St - Kenworthy Rd		$ 165,000.00			$ 165,000.00	$ 241,081.08
	HPMS Data Collection		$ 36,000.00			$ 36,000.00	$ 205,081.08
							$ 205,081.08
							$ 205,081.08
	Total Federal Funding Used		**$ 201,500.00**	**$ 118,666.40**	**$ 110,642.77**	**$ 430,809.17**	
	Remaining Apportionments		**$ 411,420.00**	**$ 6,333.60**	**$ 5,905.35**	**$ 423,658.95**	
	Remaining OA		$ 380,161	$ (41)	$ (39)	**Remaining OA**	**$ 205,081.08**

Sun Corridor MPO Running Ledger
Federal Funding At A Glance

FFY 2024

DESCRIPTION	HSIP	STBG	SPR	PL	Total	FFY Obligation Authority
		APPORTIONMENTS			**OA Rate =**	**0.9490**
Carry Forward **Lapses on 6/30						
Current FFY Apportionments		$ 612,920.00	$ 125,000.00	$ 116,548.12	$ 854,468.12	$ 810,890.25
Loans/Transfers/Repayments In (Repay FY23)		$ 175,000.00			$ 175,000.00	$ 175,000.00
Loans/Transfers/Repayments Out						
FFY Total Available **Lapses on 6/30		**$ 787,920.00**	**$ 125,000.00**	**$ 116,548.12**	**$ 1,029,468.12**	
FFY Obligation Authority by Funding		**$ 747,736.08**	**$ 118,625.00**	**$ 110,604.17**	**$ 976,965.25**	**$ 985,890.25**

TIP #	Project Name	HSIP	STBG	SPR	PL	Total of Amount	Declining Balance of OA
			FEDERAL SHARE				
	LTAP		$ 500.00			$ 500.00	$ 985,390.25
	SPR - Not Requested			$ 118,666.40		$ 118,666.40	$ 866,723.85
	PL - Not Requested				$ 110,642.77	$ 110,642.77	$ 756,081.08
CLG 17-01C	Coolidge Ave; 9th St - Skousen		$ 675,000.00			$ 675,000.00	$ 81,081.08
	HPMS Data Collection		$ 36,000.00			$ 36,000.00	$ 45,081.08
							$ 45,081.08
							$ 45,081.08
	Total Federal Funding Used		**$ 711,500.00**	**$ 118,666.40**	**$ 110,642.77**	**$ 940,809.17**	
	Remaining Apportionments		**$ 76,420.00**	**$ 6,333.60**	**$ 5,905.35**	**$ 88,658.95**	
	Remaining OA		$ 36,236	$ (41)	$ (39)	**Remaining OA**	**$ 45,081.08**

Sun Corridor MPO Running Ledger
Federal Funding At A Glance

FFY 2025

DESCRIPTION	HSIP	STBG	SPR	PL	Total	FFY Obligation Authority
		APPORTIONMENTS			OA Rate =	0.9490
Carry Forward **Lapses on 6/30						
Current FFY Apportionments		$ 612,920.00	$ 125,000.00	$ 116,548.12	$ 854,468.12	$ 810,890.25
Loans/Transfers/Repayments In						
Loans/Transfers/Repayments Out						
FFY Total Available **Lapses on 6/30		**$ 612,920.00**	**$ 125,000.00**	**$ 116,548.12**	**$ 854,468.12**	
FFY Obligation Authority by Funding		**$ 581,661.08**	**$ 118,625.00**	**$ 110,604.17**	**$ 810,890.25**	**$ 810,890.25**

TIP #	Project Name	HSIP	STBG	SPR	PL	Total of Amount	Declining Balance of OA
			FEDERAL SHARE				
	LTAP		$ 500.00			$ 500.00	$ 810,390.25
	SPR - Not Requested			$ 118,666.40		$ 118,666.40	$ 691,723.85
	PL - Not Requested				$ 110,642.77	$ 110,642.77	$ 581,081.08
CLG 17-02C	Vah Ki Inn Rd; 9th St - Kenworthy Rd		$ 675,000.00			$ 675,000.00	$ (93,918.92)
	HPMS Data Collection		$ 36,000.00			$ 36,000.00	$ (129,918.92)
							$ (129,918.92)
	Total Federal Funding Used		**$ 711,500.00**	**$ 118,666.40**	**$ 110,642.77**	**$ 940,809.17**	
	Remaining Apportionments		**$ (98,580.00)**	**$ 6,333.60**	**$ 5,905.35**	**$ (86,341.05)**	
	Remaining OA		$ (129,839)	$ (41)	$ (39)	**Remaining OA**	**$ (129,918.92)**

SunCorridor Metropolitan Planning Organization

EXECUTIVE BOARD MEETING
MEMO

DESIGN/CONSTRUCTION PROGRESS REPORT

City of Casa Grande				
1.	ADOT TRACS:	TBD	Federal No:	TBD
	Project Name:	**I-10; Kortsen TI**		
	Type Of Work:	Traffic Interchange		
	Project Manager:	TBD		
	Project Status:	City, MPO and District staff met on October 24 to discuss this project. DCR is programmed in FY18 for $378,579. Project Design is programmed in FY19 for $3,000,000. Project Construction is Programmed in FY21 for $27,000,000. (10/24/2017)		
2.	ADOT TRACS:	SF047 01C	Federal No:	SRTS 999 A(317)T
	Project Name:	**Rock N' Roll SRTS - Various Locations in Casa Grande (Saguaro, Casa Grande, and Cottonwood Schools)**		
	Type Of Work:	Sidewalk, Ramps and Crosswalk Improvements		
	Project Manager:	Bharat Kandel 602.712.8736		
	Project Status:	The Final Voucher Packet has been completed and reviewed by FHWA. The ADOT Final Voucher Office is working on a Close-out Letter to be sent to the City of Casa Grande which should be forthcoming in the next couple weeks. (04/27/2017)		
3.	ADOT TRACS:	SH648 03D/01C	Federal No:	HSIP CSG-0(204)T
	Project Name:	**Upgrade Pedestrian Countdown Heads II and APS**		
	Type Of Work:	Design - Upgrade Pedestrian Countdown Heads and APS		
	Project Manager:	Bharat Kandel 602.712.8736		
	Project Status:	ADOT has reimbursed the City for the first payment (80%). The City has requested the remaining portion of the reimbursement and the payment is being processed. (06/06/2017)		
4.	ADOT TRACS:	T0055 01D/01C	Federal No:	HSIP-CSG-0(206)T
	Project Name:	**SR287 - Florence Blvd, Pedestrian Safety Improvements, Casa Grande**		

	Type Of Work:	Installation of Pedestrian Hybrid Beacon (PHB), crosswalk striping, signage and lighting		
	Project Manager:	Dave Wostenberg 602.712.8873		
	Project Status:	Project advertised on 3/24/2017 and will be awarded on June 16th. The low bidder was CS Construction. A Partnering/Preconstruction meeting was held on July, 13. The Kickoff meeting was held on August 1st. Construction is underway. (08/09/2017)		
5.	ADOT TRACS:	TBD	Federal No:	TBD
	Project Name:	**MCG Hwy; N Bianco Rd – Russell Rd, Casa Grande**		
	Type Of Work:	Pavement Preservation		
	Project Manager:	TBD		
	Project Status:	Project Design is programmed for FY18 for a total of $296,925. Project Construction is programmed in FY20 for a total of $1,325,557. (08/04/2016)		

City of Coolidge				
1.	ADOT TRACS:	SL713 01C	Federal No:	TEA CLG-0(201)T
	Project Name:	**Central Ave: Arizona Ave to Main St**		
	Type Of Work:	Installation of Landscape/Irrigation, Sidewalks, ADA Ramps, Curb/Gutter and Lighting		
	Project Manager:	Gregory Johnson 602.712.7774		
	Project Status:	Awarded by STB on November 20, 2015 to Grey Mountain Construction.		
2.	ADOT TRACS:	SS982 01C	Federal No:	STP CLG-0(204)T
	Project Name:	**Central Ave; Arizona Ave - Main St**		
	Type Of Work:	Street reconstruction and the addition of street lighting		
	Project Manager:	Gregory Johnson 602.712.7774		
	Project Status:	Awarded by STB on November 20, 2015 to Grey Mountain Construction.		
3.	ADOT TRACS:	SZ130 02D/01C	Federal No:	STP CLG-0(207)T
	Project Name:	**Main St; Coolidge Ave - Pinkley Ave**		

	Type Of Work:	Removal and replacement of full width of pavement, curb/gutter, sidewalk and minor storm drain improvements, lighting.		
	Project Manager:	Gregory Johnson 602.712.7774		
	Project Status:	The project Advertised for bids on 03/14/2017. Bid Opening was on 05/26/2017. Nesbitt Contracting Co. (Tempe) was the low bidder. A partnering and Pre-Construction meeting was held on July, 13. Project charges began on July, 19. Project completion is slated for November, 2017. (08/09/2017)		
4.	ADOT TRACS:	H8838 01D/01C	Federal No:	HSIP 087-A(208)T
	Project Name:	**Traffic Signal at SR87 and Ruins Dr**		
	Type Of Work:	Installation of a new traffic signal at SR87 (AZ Blvd) at Ruins Drive, MP 134.28, including minor median improvements.		
	Project Manager:	Gary Sun 602-712-4711		
	Project Status:	Preliminary Stage IV estimate is $580k. The project is currently scheduled to Advertise in the 3rd quarter; however the project team is trying to deliver in the 2nd quarter. (10/25/2017)		
5.	ADOT TRACS:	H8877 01D/01C	Federal No:	HSIP 087-A(204)S
	Project Name:	**SR87 and Randolph Rd Intersection Improvement**		
	Type Of Work:	Installation a left turn lane and the intersection lighting.		
	Project Manager:	Josiah Roberts 602.712.4032		
	Project Status:	Project advertised on 3.14.2017. Bid Opening was on 05/05/2017. Low bidder was Blucor Contracting out of Mesa, AZ. (06/05/2017).		
		City of Eloy		
1.	ADOT TRACS:	SH646 03D/01C	Federal No:	HSIP ELY-0(204)T
	Project Name:	**Upgrade Regulatory Signs II**		
	Type Of Work:	Purchase roadway regulatory signs and install by a contractor		
	Project Manager:	Bharat Kandel 602.712.8736		
	Project Status:	The contract was awarded on 01/20/2017 to ABBCO SIGN GROUP, INC. (02/03/2017)		
2.	ADOT TRACS:	T0112 01D/01C	Federal No:	ELY-0(206)T
	Project Name:	**Toltec Rd; Battaglia Rd – I10, Eloy**		

	Type Of Work:	Pavement Preservation		
	Project Manager:	TBD		
	Project Status:	Project Design has been reprogrammed to FY18. (03/14/2017)		
3.	ADOT TRACS:	TBD	Federal No:	TBD
	Project Name:	**Battaglia Rd; Sunshine Blvd – SR87, Eloy**		
	Type Of Work:	Pavement Preservation		
	Project Manager:	TBD		
	Project Status:	Project Design is programmed for FY19 for a total of $152,704. Project Construction is programmed in FY21 for a total of $548,030. (08/04/2016)		
	Pinal County			
1.	ADOT TRACS:	SH645 03D/01C	Federal No:	HSIP PNL-0(212)T
	Project Name:	**Sign Upgrade**		
	Type Of Work:	Procure 1,849 regulatory, warning and street name signs		
	Project Manager:	Mike Andazola 602.712.7629		
	Project Status:	Construction Kickoff Meeting was held May 2017. The sign purchase has been approved by ADOT and the signs were expected to be made, delivered and installed in September-October 2017. The County has not received the signs (10/26/2017)		

Sun Corridor MPO - Non-Federal Funds
FY 2014 - 2018

GL# 799-36-100-808-8903-10000

DATE	PAYEE	TRANSACTION DESCRIPTION	DEBIT	CREDIT	BALANCE
5/1/2014	Casa Grande	Seed Money		$ 95,000	$ 95,000
2/22/2016	Eloy	Membership		$ 1,000	$ 96,000
7/1/2016	Coolidge	Membership		$ 1,000	$ 97,000
8/1/2016	Pinal County	Membership		$ 1,000	$ 98,000
5/4/2017	Office Depot	$50 Visa CG Transit Plan	$54.95		$ 97,945.05
5/4/2017	Robson Ranch	Lunch - Mayor Belloc/Harvey Krauss - EB Agenda	$51.63		$ 97,893.42
6/30/2017	Safeway	$50 Visa CG Transit Plan	$54.95		$ 97,838.47
10/16/2017	World Market	Supplies for Gift Baskets - Rural Summit	$92.23		$ 97,746.24
10/17/2017	Walgreens	$25.00 Visa Gift Card for Gift Basket - Rural Summit	$28.95		$ 97,717.29
			$282.71	$ 98,000	$ 97,717.29

Note: On May 9, 2017 the Sun Corridor MPO Executive Board approved MPO Staff to expend up to $1,000.00 of Non-Federal funds with out Executive Board approval.

GL # 799-36-100-408-8903-10000 (Non-Federal Funds)
Gift Baskets for Rural Summit
$92.23
10/16/17 - World Market

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000000540669
1 @ 6.99 B **6.99**

KOPIKO COFFEE CAND
000000442361
1 @ 1.99 B **1.99**

TRNI SF SLT CRML
000000449988
1 @ 7.99 B **7.99**

TANKARD MUG4A 14OZ
000000519381
1 @ 6.99 A **6.99**

TANKARD MUG4A 14OZ
000000519381
1 @ 6.99 A **6.99**

BSKT KIT BRWN NOH
000000447005
1 @ 5.99 A **5.99**

KOKOPELLI SWEET LU
000000099303
1 @ 12.99 A **12.99**

EVENT WHITE WINE
000000436397
2 @ 3.99 A **7.98**

CARR'S WATER
000000901688
1 @ 3.99 B **3.99**

NORTHWOOD TOM BAS
000000472589
1 @ 2.99 B **2.99**

PERUGINA DRK WALMD
000000429513
1 @ 1.99 B **1.99**
Reg. Price
1 @ 2.99 2.99
Promo 1.00-

VOLPI CHIANTI SALA
000000398567
1 @ 5.49 B **5.49**

BSKT KIT WLNT WOH
000000447007
1 @ 5.99 A **5.99**

SUBTOTAL 87.34
8.70% Tax 4.08
2.0% TAX .81
TOTAL 92.23

DEBIT 92.23
ACCT#: **********7296 (SP)
EFT Debit Payment from Primary
Reference #731734
Sequence #101

CHANGE .00

COUPON SAVINGS .00
OTHER SAVINGS 1.00
TOTAL SAVINGS 1.00

World Market Explorer ID: XXXXXX8690

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2101-6170-3512-2460-0117-22
OCTOBER 16, 2017 5:22 PM

Walgreens

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CASA GRANDE, AZ 85122
520-421-0031

533 8324 0021 10/17/2017 11:41 AM

VANILLA VISA PURPL W/BOW G/CRD$25
6219877959902763 25.00
VISA AND MASTERCARD FEE $3.95
46611000001 3.95

TOTAL 28.95
DEBIT CARD 28.95
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GL# 799-36-100-808-8903-10000 (Non Federal Funds)
Gift Card $25.00 for Rural Summit Gift Basket
$28.95
10/17/17

MEMO TO:	**SUN CORRIDOR MPO EXECUTIVE BOARD**
FROM:	**Irene Higgs, SCMPO Executive Director**
DATE:	**November 14, 2017**
SUBJECT:	**2017 Title VI Report to ADOT - Results**

On March 6, 2017 Sun Corridor MPO submitted the annual Title VI Nondiscrimination Compliance Review Report to ADOT's Nondiscrimination Program team. This report outlines the methods by which Sun Corridor MPO ensures compliance with the requirements of Title VI as well as Executive Order 12898.

Key findings of the ADOT Nondiscrimination Program team:

- The Sun Corridor MPO is in compliance with both Title VI requirements as well as Executive Order 12898
- ADOT outlined four noteworthy accomplishments of the MPO:
  - Collecting and analyzing demographic data from public meetings to gauge the effectiveness o the MPO's outreach efforts
  - Collaborating with the City of Casa Grande on the Transit Development Plan to determine future transportation needs within the City of Casa Grande
  - Successful use of surveys to obtain public opinion with 36.2% of respondents providing demographics belonging to a minority group
  - Providing transportation- related materials in English and Spanish
- Effective August 1, 2018 all MPOs and COGs will be required to fully update the Title VI Implementation Plan annually rather than every three years (as is currently required)

Committee Action Requested:	☒ Information Only	☐ Action Requested Below
Information only.		

October 4, 2017

Irene Higgs, Executive Director
Sun Corridor Metropolitan Planning Organization
211 N Florence St., Suite 103
Casa Grande, AZ 85221

Re: Sun Corridor MPO FY 2017 Accomplishments and Goals Report

Dear Ms. Higgs:

The Arizona Department of Transportation's Civil Rights Office has reviewed Sun Corridor Metropolitan Planning Organization's Annual Title VI Report on its transportation-related planning accomplishments for FY 2017 and goals for FY 2018.

Sun Corridor MPO's noteworthy accomplishments include:

- Collecting and analyzing demographic data from public meetings to gauge the effectiveness of Sun Corridor MPO's outreach efforts
- Collaborating with the City of Casa Grande on its Transit Development Plan to determine future transportation needs within the city
- Successful use of surveys to obtain public opinion that showed 36.2% of respondents providing demographics belonged to a minority group
- Providing transportation-related public materials in English and Spanish

These accomplishments indicate Sun Corridor MPO's efforts to comply with Title VI and Executive Order 12898 directing MPOs to enhance their collection and analytical capabilities to ensure their transportation plans and improvement programs are in compliance with both.

Likewise, of your stated goals for FY 2018, two are notable for their intended use of innovate outreach programs to encourage public involvement, obtain public opinion and determine race and ethnicity. These are Sun Corridor MPO's partnering with MAG and CAG on a study to develop a more effective safety plan for Pinal County and Sun Corridor MPO's initiation of a new study relative to a Transit Plan for the City of Eloy.

We encourage you to continue collecting and analyzing demographic data from public meetings and surveys and maintain a record of that data.

Sun Corridor MPO is also encouraged to identify existing and potential providers who are likely to apply in the upcoming 5310 grant cycle. Our recommendation is to use this information with current demographic data and maps to determine if the services offered extend to minority and low income populations. It will also identify areas where a need for accessible transportation exists. This could prove useful in your planning process when determining the future beneficiaries of transportation funds and

would address requirements in FTA Circular 4702.1B to identify, consider the mobility needs of minority populations and ensure the nondiscriminatory pass through of financial assistance.

Please be advised, in accordance with guidance from FHWA and FTA, effective August 1, 2018, all metropolitan planning organizations and councils of government will be required to submit an updated Title VI Implementation Plan every year rather than once every three years. This update must contain a description of any policy changes and include a current organizational chart, Policy Statement and FHWA Assurances.

The plan update should also describe the specific process by which Sun Corridor MPO reviews its transportation planning program for Title VI Compliance and identify who will be responsible for doing this. The process should include an annual review of all FHWA-related RFPs, contracts and agreements to ensure they contain the appropriate Title VI language and FHWA Assurances. It should further include a review of the demographics of those responding to RFPs and those to whom contracts have been awarded to ensure the process has been done in a nondiscriminatory manner. Data obtained from such reviews should be recorded and provided in future annual accomplishments and goals reports.

I do want to acknowledge Sun Corridor MPO's commitment to its Title VI Program and the successes achieved to engage those within its region in the transportation planning process.

As part of ADOT's oversight responsibilities, the Civil Rights Office will continue to monitor your Title VI activities and is available to provide direction on Title VI matters, as needed. If you have any questions, please feel free to contact the Civil Rights Office at any time.

Sincerely,

Lucy Schrader
ADA/Title VI Nondiscrimination Program Coordinator

cc: Jason Botjen, ADOT (email only)
Eddie Edison, ADOT (email only)

The Sun Corridor EDGE Program

Businesses want more profits, customers, and financial stability. Communities want prosperity and high paying, stable jobs. Exporting products and services can help achieve all these goals. The Sun Corridor EDGE (Economic Development for the Global Economy) Program was created to increase exporting in Maricopa, Pima and Pinal Counties.

The EDGE Program includes these three elements:

- **Recognition Program:** This celebrates the businesses that are succeeding in global markets. Experts review applications from businesses to evaluate their exporting success and place each business in one of the following categories: emerging, proficient, or expert. Businesses with more than (100) employees will be evaluated separately from small to mid-size exporters. Participating businesses will be featured in a video, press releases and an event. Top scoring businesses from each county will be highlighted.
- **Call to Action Strategies:** Businesses complete a quick survey to share the barriers they face in exporting. This gives exporters a voice and gives policymakers the information they need to develop strategies that will remove the barriers.
- **Connection to Resources:** Through our expert partners, businesses can connect with the resources and strategies they need to compete in international trade.

Private and public sector leaders in the Sun Corridor (Maricopa, Pima and Pinal Counties) are partnering to increase the region's success in global markets. The EDGE Program started in 2016 to highlight the importance of exporters and the difference they make in our economy. A total of 17 diverse exporters were featured in press releases, a video that aired on multiple channels in Arizona, and an event that featured the country's leading experts in international sales.

Join us as we launch this second year of the EDGE Program. Tell key leaders and policymakers in the Sun Corridor about what's helping and hindering your international sales. Come together with service providers and increase your competitive advantage. Submit an application with your success story so that your business can be recognized and others can learn from your success.

SUN CORRIDOR edge 2018

Economic Development for the Global Economy

Together, we can show the world that the Sun Corridor is open for business.

Exporters of all sizes in all sectors can participate in this program. The EDGE Program has honored the achievements of businesses exporting everything from peanut butter to missiles, to high-end athletic training services. Businesses that participated last year can re-apply this year to show progress made and to be placed in the next category. Businesses that are new to the program can apply and begin to leverage the exposure and resources right away.

Applications for the EDGE program may be submitted to astpeter@azmag.gov beginning in January 2018 until February 28, 2018. The EDGE event will be held in April 2018 to celebrate the achievement of all businesses, including the top scoring businesses from each county. The Call to Action Strategies to increase exporting will be released in the summer of 2018.

For more information, please visit *http://www.jpacaz.org/* or contact Amy St. Peter, Maricopa Association of Governments at astpeter@azmag.gov or 602.254.6300.

Metropolitan Planning Organizations

Partners

Metropolitan Planning Organization

MEMO TO: **SUN CORRIDOR MPO EXECUTIVE BOARD**

FROM: **Irene Higgs, SCMPO Executive Director**

DATE: **November 14, 2017**

SUBJECT: **Approval of WSP USA as the selected consultant for the Eloy Transit Feasibility Study**

The Consultant Selection Panel met on October 5, 2017 and reviewed all proposals received for the Eloy Transit Feasibility Study.

The Scope of Work for this project is to prepare a Transit Feasibility Study for the City of Eloy.

Proposed Schedule:

August 9, 2017	RFP Advertised
September 14, 2017	Proposal Due Date (2:00 PM)
October 5, 2017	Selection Committee review and rank proposals
October 9, 2017	Notification to Selected Firm
October 26, 2017	Selected Firm Approved by TAC
November 14, 2017	Selected Firm Approved by EB
December 14, 2017	Professional Services Agreement Approved by TAC
January 9, 2018	Professional Services Agreement Approved by EB
January 10, 2018	Notice to Proceed Issued

The Sun Corridor MPO staff recommends approval of WSP USA as the selected consultant for the Eloy Transit Feasibility Study.

Committee Action Requested: ☐ Information Only ☒ Action Requested Below
A motion to approve WSP USA as the consultant for the Eloy Transit Feasibility Study.

Metropolitan Planning Organization

MEMO TO:	**SUN CORRIDOR MPO EXECUTIVE BOARD**
FROM:	**Irene Higgs, SCMPO Executive Director**
DATE:	**November 14, 2017**
SUBJECT:	**Approval of the Sun Corridor MPO – Amec FW Professional Services Agreement for the Pinal County Strategic Transportation Safety Plan**

The Sun Corridor MPO Executive Board approved the selection of Amec Foster Wheeler as the consultant for the Pinal County Strategic Transportation Safety Plan on September 12, 2017.

The total contract amount is $199,993 with a $10,007 contingency line item to cover any additional efforts that may be requested and approved by Pinal County and the Sun Corridor MPO (page 5 of contract).

The anticipated Notice to Proceed on the project will be November 15, 2017.

The Sun Corridor MPO Staff recommends approval of the Professional Service Agreement between the Sun Corridor MPO and Amec Foster Wheeler.

Committee Action Requested:	☐ Information Only	☒ Action Requested Below
A motion to approve the Professional Services Agreement between Sun Corridor MPO and Amec Foster Wheeler for the Pinal County Strategic Transportation Safety Plan.		

PROFESSIONAL SERVICES AGREEMENT

Sun Corridor Metropolitan Planning Organization

Pinal County Strategic Transportation Safety Plan

This Professional Services Agreement ("Agreement") is entered into this date November 14, 2017, by and between the Sun Corridor Metropolitan Planning Organization ("SCMPO"), and Amec Foster Wheeler ("Consultant"), both individually referenced as the "Party" and collectively referenced as the "Parties." For the purpose of providing professional services for SCMPO for the Pinal County Strategic Transportation Safety Plan ("Project"), the Parties agree as follows:

1. Consultant agrees to:

1.1. Provide professional services to the SCMPO in relation to the Project described in the attached Exhibit "A" (Request for Proposals, Consultant's Work Plan (Scope of Work), Task and Fee Estimate and Project Schedule) and other related services.

1.2. Provide sufficient qualified personnel to perform all required services, including but not limited to preparation of reports and gathering of data, as reasonably requested by representatives of the SCMPO.

1.3. Complete all services to the satisfaction of the SCMPO and in compliance with the Consultant's project schedule identified in the attached Exhibit "A."

1.4. Comply with the Supplemental Contract Language contained in the attached Exhibit "B" required by Arizona Department of Transportation (ADOT).

1.5. The Consultant shall in all matters related to the Project, exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily possessed and exercised by a professional under similar circumstances.

1.6. Not discriminate on the basis of race, color, national origin, sex, age, disability, limited English proficiency or low income status on the selection and retention of Subconsultants, including procurement of materials and leases of equipment. Consultant agrees not to participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975 or Appendix A and E of the SCMPO Title VI Plan (Exhibits C and D).

1.7. Consultant and Subconsultants are required to comply with all Disadvantaged Business Enterprise (DBE) requirements, as part of the Arizona Department of Transportation Disadvantage Business Enterprise Plan.

2. Consultant is required to request approval from the Sun Corridor MPO for any change in key personnel assigned to this project for any reason. Changing of key personnel may give rise to termination of the consultant contract depending on the nature and number of changes in key personnel and at the sole discretion of the Sun Corridor MPO Executive Director.

3. SCMPO reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-consultants to cease such work. As compensation in full for services performed to the date of such termination, the Consultant shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the Consultant and SCMPO, based on the agreed Scope of Work.

4. SCMPO may terminate this Agreement for Cause. Upon the occurrence of any one or more of the following events:

3.1 If Consultant fails to perform pursuant to the terms of this Agreement;

3.2 If Consultant is adjudged as bankrupt or insolvent;

3.3 If Consultant makes a general assignment for the benefit of creditors;

3.4 If a trustee or receiver is appointed for Consultant or for any of Consultant’s property;

3.5 If Consultant files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

3.6 If Consultant disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

Where Agreement has been so terminated by the SCMPO, the termination shall not affect any rights of the SCMPO against the Consultant then existing or which may thereafter accrue.

4. Termination for Misrepresentation:

SCMPO may, upon written notice, terminate this Contract for any attempt by Consultant to represent any goods or materials not specifically awarded as being under contract with the SCMPO. Any such action is subject to the legal and contractual remedies available to SCMPO inclusive of, but not limited to, contract cancellation, suspension and/or debarment of Consultant.

5. This Agreement may be cancelled under A.R.S. § 38-511.

6. Any notices to be given by either Party to the other must be in writing, and personally delivered, mailed or emailed , at the following addresses:

Sun Corridor MPO:	Amec Foster Wheeler:
Irene Higgs, Executive Director Sun Corridor MPO 211 N. Florence Street, Ste. 103 Casa Grande, AZ 85122 IHiggs@scmpo.org	Ed Latimer, PhD, PE, Infrastructure Operations Manager - Arizona Amec Foster Wheeler Environment & Infrastructure, Inc.. 4600 East Washington St, Ste. 600 Phoenix, AZ 85034-1917 ed.latimer@amecfw.com

7. It is expressly agreed and understood by and between the Parties that the Consultant is an independent consultant and not a SCMPO employee, and is not entitled to any fringe benefits to which SCMPO employees are entitled. As an independent consultant, Consultant acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement.

   Consultant agrees that it will conduct itself in a manner consistent with its independent consultant status, and that it will neither hold itself out nor claim to be an officer or employee of the SCMPO, and that it will not make any claim, demand, or application to or for any right or privilege applicable to any officer or employee of the SCMPO, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

8. This Agreement is non-assignable by the Consultant. However, the Consultant may subcontract for services and/or materials, provided the Subconsultant adheres to all applicable provisions of this Agreement and all federal requirements.

9. Payment:

9.1 SCMPO agrees to pay to Consultant a total sum of $199,993 and no cents for all services specified in this Agreement in accordance with the project schedule.

9.2 A contingency line item in the amount of $10,007 and no cents is included in the fee proposed to address additional efforts that may be requested by SCMPO and the SCMPO's Technical Advisory Committee (TAC) for the Scope of Work tasks, such as but not limited to additional alternatives analysis or additional Public Outreach activities. No efforts will be initiated under the contingency line item without concurrence from the TAC and written authorization from the SCMPO Director detailing the work effort and itemized cost.

9.3 The payment amount includes payment for all services to be rendered by Consultants or Subconsultants, which the Consultant may employ to complete the services required by this Agreement. It is expressly agreed by and between the Parties that the Consultant is solely responsible for all payment to Subconsultants retained by the Consultant. In accordance with A.R.S. § 28-411 requires consultant to pay Subconsultants within seven (7) calendar days after receiving payment, unless exceptions exist within the agreed-upon consultant/subconsultant agreement.

9.4 Payment of the total amount provided for under Section 9.1 does not relieve Consultant of its obligations to complete the performance of all services required by this Agreement. Should SCMPO request in writing additional services beyond that specified in this Agreement, then Consultant may charge and SCMPO agrees to pay Consultant in accordance with Exhibit "A." All such additional services must have their cost pre-approved in writing by SCMPO prior to any work commencing. Any work commenced without written authorization will not be paid.

9.5 Consultant agrees to bill SCMPO monthly for any fees due the Consultant based upon the schedule included in this Agreement. Pursuant to Prompt Pay Legislation (A.R.S. § 28-411) SCMPO agrees to pay billings within twenty-one (21) calendar days of the date of receipt.

10. This Agreement is the result of negotiations by and between the Parties and it is agreed that any ambiguity in this Agreement is not to be construed against either Party.

11. This Agreement shall be construed under the laws of the State of Arizona.

12. All work products of the Consultant for this Project are instruments of service for this Project only and shall remain the property of SCMPO whether the Project is completed or not. All data maps, studies and other information, including all copies thereof, furnished by SCMPO shall remain the property of the SCMPO. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to SCMPO on request or at the completion of the work.

13. The Parties agree that in the event of a dispute arising from this Agreement, each of the Parties waive any right to a trial by jury. In the event of litigation, the Parties agree to submit to a trial before the Court. Consultant agrees that this provision will be contained in all subcontracts related to this Agreement.

14. If there is any legal action or proceeding between SCMPO and the Consultant arising from Consultant's negligent acts, the unsuccessful party to the action or proceeding agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred by the prevailing party. The award of attorneys' fee shall be made by the Court without a jury.

15. This Agreement and its Exhibits represent the entire and integrated Agreement between SCMPO and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both SCMPO and the Consultant, except as provided in Section 19 of this Agreement. Written and signed amendments automatically become part of the Agreement, and supersede any inconsistent provisions; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary. Nothing contained in this Agreement is intended to benefit any third party.

16. In the event any provision of this Agreement is held to be invalid and unenforceable, the remaining provisions will remain valid and binding upon the Parties. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

17. No oral order, objection, claim or notice by any Party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

18. The SCMPO Director may make minor changes in the work, not involving additional cost and not inconsistent with the purpose of the Project, by written instrument signed by the SCMPO Director and Consultant. Changes in work that involve additional costs must be approved by the Parties by written amendment to this Agreement.

19. No member, officer, or employee of the MPO either during his tenure of for one year thereafter shall have any interests, direct or indirect, in this contract of the proceeds thereof.

20. Insurance Requirements:

20.1 Consultant and its Subconsultants shall procure and maintain until all of their obligations are discharged, and are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the negligent performance of the work by the Consultant, its agents, representatives, employees or Subconsultants.

20.2 These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. SCMPO in no way warrants that these minimum limits are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Agreement by the Consultant, its agents, representatives, employees or Subconsultants, and Consultant is free to purchase additional insurance.

20.3 Minimum Scope and Limits of Insurance: Consultant agrees to provide coverage with limits of liability not less than those stated below.

A. **Commercial General Liability – Occurrence Form:** Policy must include bodily injury, property damage, personal injury and broad form contractual liability coverage.

1.	General Aggregate	$2,000,000
2.	Products – Completed Operations Aggregate	$1,000,000
3.	Personal and Advertising Injury	$1,000,000
4.	Blanket Contractual Liability – Written and Oral	$1,000,000
5.	Fire Legal Liability	$ 50,000
6.	Each Occurrence	$1,000,000

a. The policy must be endorsed to include the following additional insured language: SCMPO, its departments, agencies, boards, committees and its officers, officials, agents and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Consultant.

b. The policy must contain a waiver of subrogation against SCMPO, its departments, agencies, boards, committees, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Consultant.

c. Completed operations coverage shall remain effective for at least two years following expiration of Contract.

B. **Business Automobile Liability:** Bodily Injury and Property Damage for any owned, hired and/or non-owned vehicles used in the performance of this Contract.

1.	Combined Single Limit (CSL)	$1,000,000

a. The policy must be endorsed to include the following additional insured language: "SCMPO, its departments, agencies, boards, committees, and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Consultant, involving automobiles owned, leased, hired or borrowed by the Consultant."

b. The policy must contain a waiver of subrogation against SCMPO, its departments, agencies, boards, committees, and its officers, officials,

agents, and employees for losses arising from work performed by or on behalf of the Consultant.

C. **Worker's Compensation and Employers' Liability**

1.	Workers' Compensation	Statutory
2.	Employers' Liability Each Accident	$1,000,000
3.	Disease – Each Employee	$1,000,000
4.	Disease – Policy Limit	$1,000,000

a. The policy must contain a waiver of subrogation against SCMPO, its departments, agencies, boards, committees and its officers, officials, agents and employees for losses arising from work performed by or on behalf of the Consultant.
b. This requirement does not apply if exempt under A.R.S. Section 23-901.

D. **Professional Liability (Errors and Omissions Liability)**

1.	Each Claim	$1,000,000
2.	Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.
b. The policy must cover negligence for those positions defined in the Scope of Work of this Agreement.

E. **Theft, Damage or Destruction of Work, if applicable:** In the event of theft, damage or destruction of the work, the Consultant will re-supply or recreate completed work without additional compensation and will look to its own resources or insurance coverage to pay for such re-supply or recreation. Consultant will promptly perform, re-supply or recreate, regardless of the pendency of any claim by Consultant against any other party, including SCMPO, that such party is liable for damages, theft or destruction of Consultant's work.

19.4 Additional Insurance Requirements:

The policies shall include, or be endorsed to include, the following provisions:

a. SCMPO, its departments, agencies, boards, committees and its officers, officials, agents, and employees wherever additional insured status is required shall be covered to the full limits of liability purchased by the Consultant, even if those limits of liability are in excess of those required by this Agreement.
b. Consultant's insurance coverage shall be primary insurance with respect to all other available sources.
c. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

19.5 Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits without thirty (30) business days written notice to SCMPO, mailed directly to SCMPO, Attention SCMPO Director, 211 N. Florence Street, Ste. 103, Casa Grande, AZ 85122 and sent by certified mail, return receipt requested.

19.6 Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. SCMPO in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

19.7 Verification of Coverage: Consultant agrees to furnish SCMPO with certificates of insurance as required by this Agreement signed by a person authorized by that insurer to bind coverage on its behalf and the Project/Agreement number and project description noted on the certificate of insurance.

a. All certificates and endorsements are to be received and approved by SCMPO at least ten (10) days before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

b. All renewal certificates required by this Agreement shall be sent directly to SCMPO, Attention SCMPO Director, 211 N. Florence Street, Ste. 103, Casa Grande, AZ 85122 with the Project/Agreement number and project description noted on the certificate of insurance.

19.8 Subconsultants: Consultant's certificate(s) shall include all Subconsultants as insured's under its policies **or** Consultant shall furnish to SCMPO separate certificates and endorsements for each Subconsultant. All coverage's for Subconsultants shall be subject to the minimum requirements identified above.

21. Consultant warrants compliance with ARS §§ 41-4401 and 23-214(A), and that it is compliant with all federal immigration laws. Breach of this section is a material breach of this Agreement.

22. In the event of a discrepancy between this Agreement and Exhibit "A," the provisions of this Agreement control.

SIGNATURES ON FOLLOWING PAGE

This Agreement is executed as of the day and year first written above:

Joel Belloc, Mayor

Sun Corridor MPO Chairman

Ed Latimer, PhD, PE, Infrastructure Operations Manager - Arizona

Amec Foster Wheeler

ATTEST:

Irene Higgs, Executive Director

Sun Corridor MPO

APPROVED AS TO FORM:

Denis Fitzgibbons

Attorney for Sun Corridor MPO

Exhibit "A"

Work Plan
Pinal County Strategic Transportation Safety Plan, Budget and Schedule

Task One – Project Management and Coordination

Project management and coordination will be conducted throughout the duration of the project and include four STSP TAC meetings to update the TAC members on the plan's progress and to solicit their input on the direction of the plan. PM Mike Blankenship will communicate on a regular basis with Jason Hafner to keep him apprised of project progress and any issues that may arise. The consultant shall also manage and coordinate closely with any subconsultants to ensure on time delivery and responsive performance. For the Kickoff Meeting with the TAC, the consultant shall prepare an updated scope of work to include the project schedule with study milestones, deliverables, Safety TAC meetings, stakeholder meetings, and key public outreach points.

Deliverable: Prepare a Work Plan including a refined scope of work and schedule for the Pinal County Strategic Transportation Safety Plan and prepare for and conduct four (4) Safety TAC meetings.

Task Two – Public Involvement

Publicize plan development and online engagement via an electronic postcard distributed through SCMPO, County, local agency, and third-party stakeholder mailing lists.

Conduct an online survey of community members using the Social Pinpoint interactive mapping tool to solicit input about unsafe locations in the area by various travel modes.

Conduct two rounds of Public Meetings at three locations: Maricopa, Florence, and San Tan Valley/Apache Junction. We propose holding joint public/stakeholder meetings that will help increase attendance, in particular, from key enforcement and education stakeholders (City Police, Sheriff's Office, Department of Public Safety, emergency services, schools, health agencies, advocacy groups, elected officials, ADOT). Advertisements will be placed in area newspapers announcing the meetings. Meeting notices will be emailed to stakeholders and interested parties.

Make one presentation on key findings from the STSP at the following:

- Maricopa City Council Meeting
- Florence Town Council Meeting
- Apache Junction City Council Meeting
- Pinal County Board of Supervisors Meeting
- CAG Regional Council Meeting
- MAG Transportation Safety Committee Meeting
- SCMPO Executive Board Meeting

Electronic materials (PowerPoint slides, handouts) in the form of a "meeting in a box" will be developed to facilitate informational meetings for local jurisdictions and community organizations. These meeting materials will be developed in a format for use on agency and organization websites, at presentations for community and civic groups, and for distribution at schools and senior centers.

Deliverable: Prepare and provide a Public Outreach Plan summarizing all planned public outreach events, the processes to be employed for public and stakeholder involvement, and the objectives to be accomplished. Prepare for and provide all materials for all public meetings, meetings with elected officials, and meetings with regional planning agencies. Develop a Social Pinpoint online engagement tool.

Task Three – Safety Systems Performance

Review current state of transportation safety in Pinal County including (but not limited to): safety performance of regional roadway network, regional trends in crashes that involve fatalities and injuries, and possible contributing factors. The most recent 10 years of crash data (2007-2016) from ADOT will be utilized. Various visualization formats and tools will be utilized to highlight findings from the crash data analysis, including 3D crash maps, Excel Spreadsheet-based diagnostics tools and geographic information system (GIS)-based mapping.

Deliverable: Findings and conclusions of the current safety conditions assessment shall be presented in a working paper.

Task Four – Network Screening Methodologies for Prioritization of Transportation Safety Needs

Develop user-friendly and accurate network screening methodologies and tools to help identify and prioritize signalized and unsignalized intersections and road segments using crash and traffic volume data. The screening tools are Excel spreadsheet-based, with the option to provide GIS-based tools.

Deliverables: Development of network screening tools for intersections and segments.

Task Five – Identify and Analyze Available Resources from a Transportation Safety Perspective

Coordinate with the TAC to identify safety stakeholders to ensure consistency with the Arizona SHSP, review current safety programs in the region and identify regional staffing and funding resources available for transportation safety planning and implementation. All pertinent safety and planning studies will be reviewed, with significant findings incorporated in the STSP.

Deliverables: A technical memo summary that includes a list of all resources, identification and recommendations for improvements to the current process, funding opportunities etc.

Task Six – Establish Pinal County Vision and Goals for Transportation Safety

During the first stakeholder/public meeting, we will solicit input from stakeholders to help develop the overall vision and goals for the plan. Vision and goals from the existing SCMPO, CAG, and MAG STSPs will also be utilized in developing the County's STSP vision and goals.

Deliverables: An established vision and goals for the Pinal County Strategic Transportation Safety Plan created at a stakeholder or Safety TAC workshop and a summary of the workshop.

Task Seven – Create Emphasis Areas, Goals, Performance Measures, and Strategies

Crash data analysis findings will drive the selection of emphasis areas, goals, and safety strategies. We will also incorporate appropriate findings for these areas from the SCMPO, MAG, CAG, and Arizona STSPs. Four E's strategies (engineering, enforcement, education, emergency services) will be developed for each of the emphasis areas as appropriate.

Deliverable: Identify emphasis areas, transportation safety goals, and performance measures for Pinal County based on a data driven approach. This information will then be used to create safety strategies and this information will be consolidated into a technical memo.

Task Eight – Develop a Strategy and Recommendations to Improve the Safety Project Development Process

Develop an approach to encourage future Pinal County projects that would incorporate safety features, and include recommendations related to the identification and

justification of such safety features and the relationship to the safety funding eligibility process. Such recommendations should consider the introduction of Road Safety Assessments during project design review stage.

Deliverables: Develop a strategy and make recommendations that encourage all future Pinal County projects to incorporate safety features as well as identification and justification for such safety features. This information will be summarized in a technical memo.

Task Nine – Safety in the Pinal County Regionally Significant Routes for Safety and Mobility Plan and the Regional Transportation Plan

Connect the STSP to the Pinal County Regionally Significant Routes for Safety and Mobility Plan (RSRSMP) and the Pinal Regional Transportation Authority's Transportation Plan to ensure long-term dedication to the improvement of safety in the County.

Deliverable: Create a summary of recommendations for incorporating safety into the Pinal County Plans.

Task Ten – Create an Implementation Plan

Develop, scope, and prioritize up to eight (8) candidate safety projects for pursuing funding through ADOT's HSIP application process. Typical information to develop for the HSIP projects include:

- Project information and justification
- Appropriate crash reduction factors
- HSIP project cost estimate worksheets
- HSIP benefit/cost summary reports

We will also update the B/C ratios for the previously identified SCMPO and CAG STSP HSIP candidate projects.

In addition to developing safety projects, we will produce a usable implementation plan that:

- identifies large-scale steps to address carrying out the STSP
- identifies roles and responsibilities of stakeholders including Pinal County, local agencies, FHWA, ADOT and planning agencies
- connects potential federal, state, regional and local funding resources (HSIP, HURF, NHTSA/GOHS grants, RTA, STBG, etc.) to the appropriate safety strategy

Deliverables: Develop an Implementation Plan working paper to include safety project summaries.

Task Eleven – Develop Pinal County Strategic Transportation Safety Plan

Produce a Final Report which will summarize all findings documented in Tasks 1 through 10, and will include relevant portions of the SCMPO, MAG, and CAG STSPs. A draft report will be developed and distributed to the TAC, with a follow-up meeting with the TAC to obtain input and comments to be incorporated into the final report. The final report will be written in a user-friendly, non-technical format with plenty of graphs and tables, kept to an appropriate page count.

Deliverables: The Final Pinal County Strategic Transportation Safety Plan document in both hard copy and digital formats. Provide the following:

- Fifteen (15) hard copies of Final Report and two (2) CDs
- All files shall be provided in Microsoft Office Word, Excel and PowerPoint

Project Team Members and Roles		Project Budget													
			Tasks/Hours												
Name	**Role**	**Rate**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**Hrs.**	**Cost**
Prime Consultant: Amec Foster Wheeler															
Dick Yano	Principal/Project Manager	$230.00	1	1	1	1	1	1	1	1	1	1	1	11	$2,530.00
Rumpa Dey	Traffic Engineer	$115.00		8	40	24	32	4	32	4	4	32	16	196	$22,540.00
Lucy Brady	GIS/Data Analyst	$70.00		24	80	12		24	24			30	8	202	$14,140.00
Gina Agate	Admin. Support	$65.00	1	1	1	1	1	1	1	1	1	1	2	12	$780.00
Subtotal: Amec Foster Wheeler			2	34	122	38	34	30	58	6	6	64	27	421	$39,990.00
Subconsultants															
Mike Blankenship, Greenlight	Project Manager	$200.00	40	32	40	24	8	8	40	4	4	72	32	304	$60,800.00
Scott Kelley, Greenlight	Safety Engineer	$160.00	2	32	40	24	4	4	40	4	4	88	24	266	$42,560.00
Dale Miller, RICK	Planner	$240.00		16	2	2	2	2	4	2	2	40	8	80	$19,200.00
Sanjay Paul, RICK	Safety Engineer	$135.00										80		80	$10,800.00
Jaye Jackson, GCI	Public Involvement	$150.00		134										134	$20,100.00
Tim Wolfe, Dibble	Engineer	$200.00		12							12			24	$4,800.00
Subtotal: Subconsultants			42	226	82	50	14	14	84	10	22	280	64	888	$158,260.00
Direct Costs															
Dinner @ $23 (6 Public Meetings, 4 people)		$23.00		24										24	$552.00
Mileage @ $0.445/mile		$0.445	100	600		100		100			100		300	1,300	$578.50
Display Boards @ $34/board		$34.00		18										18	$612.00
Total Direct Costs															$1,742.50
TOTAL			**44**	**260**	**204**	**88**	**48**	**44**	**142**	**16**	**28**	**344**	**91**	**1,309**	**$199,992.50**

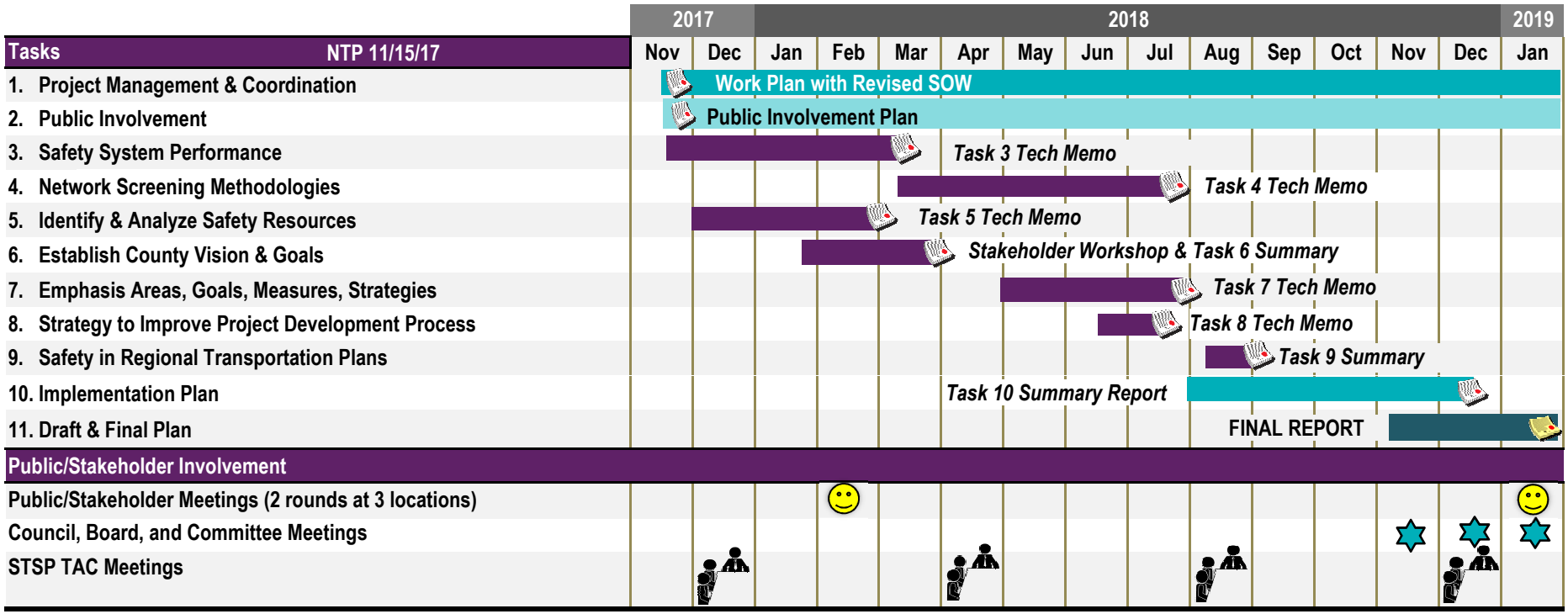
2017
2018
2019
Tasks
NTP 11/15/17
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Jan
1. Project Management & Coordination
Work Plan with Revised SOW
2. Public Involvement
Public Involvement Plan
3. Safety System Performance
Task 3 Tech Memo
4. Network Screening Methodologies
Task 4 Tech Memo
5. Identify & Analyze Safety Resources
Task 5 Tech Memo
6. Establish County Vision & Goals
Stakeholder Workshop & Task 6 Summary
7. Emphasis Areas, Goals, Measures, Strategies
Task 7 Tech Memo
8. Strategy to Improve Project Development Process
Task 8 Tech Memo
9. Safety in Regional Transportation Plans
Task 9 Summary
10. Implementation Plan
Task 10 Summary Report
11. Draft & Final Plan
FINAL REPORT
Public/Stakeholder Involvement
Public/Stakeholder Meetings (2 rounds at 3 locations)
Council, Board, and Committee Meetings
STSP TAC Meetings

Exhibit "B"

PROFESSIONAL SERVICES

DBE PROVISIONS

(PROJECT SPECIFIC - CONTRACTS)

FOR USE ON LPA/SUBRECIPIENT FEDERAL AID PROJECTS WITHOUT DBE GOALS

* NOTE: REFER TO EDITING INSTRUCTIONS IN SECTIONS 13.0 *

(LPA PS EPRISE, 8/26/2016)

DISADVANTAGED BUSINESS ENTERPRISES:

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined in Subsection 3.0, in USDOT-assisted contracts. The Department encourages consultants to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

Local Public Agencies (LPA) and or Subrecipients of Federal financial assistance will administer and manage the contracts from advertising, consultant selection, negotiation, contract execution, processing payment reports and contract modifications, audits, DBE compliance (e.g., reporting and monitoring) through contract closeout.

2.0 Assurances of Non-Discrimination:

The consultant, subrecipient, or subconsultant shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the the LPA/Subrecipient with the Department's concurrence deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages;
4. Disqualifying the consultant from submitting SOQs, or any other forms of proposals, as non-responsible;
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The consultant, subrecipient, or subconsultant shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(I) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction program. All proposers should contact the Department’s Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation
Business Engagement and Compliance Office
1801 W. Jefferson St, Suite 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: ContractorCompliance@azdot.gov
Website : www.azdot.gov/bec

4.01 Mentor-Protège Program

The Department has established a Mentor-Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime consultants to provide certain types of assistance to certified DBE subconsultants. ADOT encourages consultants and certified DBE subconsultants to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities and is not intended to diminish nor circumvent existing DBE rules or regulations.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the consultant uses a percentage of DBEs, as defined herein, to meet the contract-specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

The DBE provisions are applicable to all consultants including DBE consultants.

6.0 Certification and Registration:

6.01 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise."

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at http://www.azutracs.com.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at http://www.azutracs.com. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness

of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for DBE certification as outlined in 49 CFR Part 26. The consultant bears all risks of ensuring that DBE firms selected by the consultant are able to perform the work.

6.02 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT and the LPA/Subrecipient strongly encourages consultants to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The consultant may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward the DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part 26. The consultant bears all risks of ensuring that SBC firms selected by the consultant are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime consultants to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward the DBE participation.

The Department and the LPA/Subrecipient encourages prime consultants to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, Federal or State holiday. In circumstances where the LPA/Subrecipient Procurement Office is closed for all or part of the last day, the period extends to the next day on which the LPA / Subrecipient Procurement Office is open.

10.0 Consultant and Subconsultant Requirements:

10.01 General:

The consultant shall establish a DBE program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other proposers are prohibited.

10.02 DBE Liaison:

The consultant shall designate a DBE Liaison responsible for the administration of the consultant's DBE program. The name of the designated DBE Liaison shall be included on the DBE Intended Participation Affidavit Summary.

11.0 DBE Goal:

The Department has not established contract goals for DBE participation in this contract.

Consultants are still encouraged to employ reasonable means to obtain DBE participation. Consultants must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all consultants and subconsultants who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at http://www.azutracs.com/ a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime consultants and all subconsultants, including DBEs listed in the SOQ must be registered in AZ UTRACS. Proposers may verify that their firm and each subconsultant is registered using the AZ UTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting the LPA/Subrecipient.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subconsultants, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Cost Proposal submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Cost Proposal.

FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST CONFIRMATION EMAIL WITH THE COST PROPOSAL BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED AND AS OUTLINED IN THE RFQ SHALL BE CAUSE FOR THE PROPOSER'S COST PROPOSAL TO BE REJECTED.

13.0 Payment Reporting:

The consultant shall report on a monthly basis indicating the amounts paid to all subconsultants, of all tiers, working on the project. Reporting shall be in accordance with Prompt Pay and Payment Reporting requirements section ____ of the contract specifications.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Cost Proposal submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at http://www.naics.com/search/.

Credit towards the consultant's DBE participation is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subconsultant purchases or leases from the prime consultant or its affiliate will not be credited toward DBE participation.

The consultant bears the responsibility to determine whether the DBE possesses the proper consultant's license(s) to perform the work and, if DBE credit is requested, that the DBE subconsultant is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The consultant bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime consultant, subconsultant, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The consultant may credit second-tier subcontracts issued to DBEs by non-DBE subconsultants. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime consultant may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime consultant or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards the DBE participation only if the DBE's subconsultant is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward a DBE participation.

A prime consultant may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 Effect of Loss of DBE Eligibility:

If a DBE is deemed ineligible (decertified) or suspended in accordance with 49 CFR 26.87 and 26.88, the DBE may not be considered to count toward DBE participation on a new contract, but may be considered to count toward DBE participation under a subcontract that was executed before the DBE suspension or decertification is effective.

When a DBE firm or a DBE prime consultant loses its DBE eligibility and a subcontract or contract has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation.

When a subcontract is executed with the DBE firm before the Department notified the firm of its ineligibility, the consultant may continue to use the firm on the contract and may continue to receive DBE participation credit for the firm's work.

14.03 Notifying the Consultant of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subconsultant or supplier that is either decertified or certified during the term of the contract to immediately notify the consultant and all parties to the DBE contract in writing, with the date of decertification or certification. The consultant shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.04 Police Officers:

DBE credit will not be permitted for procuring DPS officers. For projects on which officers from other agencies are supplied, DBE credit will be given only for the broker fees charged, and will not include amounts paid to the officers. The broker fees must be reasonable.

14.05 Commercially Useful Function:

A prime consultant can credit expenditures to a DBE subconsultant toward DBE participation only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the LPA/Subrecipient will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the LPA/Subrecipient will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, LPA/Subrecipient will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The LPA/Subrecipient will notify the consultant, in writing, if it determines that the consultant's DBE subconsultant is not performing a CUF. The consultant will be notified within seven calendar days of the LPA/Subrecipient's decision.

Decisions on CUF may be appealed to the ADOT BECO. The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the ADOT BECO. The appeal must be received by ADOT BECO no later than seven calendar days after the LPA/Subrecipient's decision. LPA/Subrecipient's decision remains in place unless and until the ADOT BECO reverses or modifies LPA/Subrecipient's decision. ADOT BECO will promptly consider any appeals under this subsection and notify the consultant of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The LPA/Subrecipient may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The consultant shall cooperate during the site visits and the LPA/Subrecipient staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subconsultant Compliance Assurances available from the LPA/Subrecipient and all of the Uniform Terms and Conditions set forth in other sections of this contract.

Consultants executing agreements with subconsultants, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as the LPA/Subrecipient and ADOT deem appropriate as outlined in DBE Subsection 2.0.

The LPA/Subrecipient reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The consultant shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Consultant shall provide electronic copies of signed subcontract agreements for all DBE Subconsultants listed on the DBE Intended Participation Affidavit Summary by uploading them within 15 calendar days of an approved contract to the LPA DBE System.

16.0 Contract Performance:

The LPA/Subrecipient will visit the consultant's office to conduct reviews to ensure compliance with CUF and other DBE requirements. The reviews may include, among other activities, interview of DBEs and their employees and the consultant and its employees. The consultant shall cooperate in the review and make its employees available. The consultant shall inform the LPA/Subrecipient in advance when each DBE will be working on the project to help facilitate reviews.

The LPA/Subrecipient reserves the right to request and inspect all records of the consultant and all records of the DBEs and non-DBE subconsultants concerning this contract. The consultant must make available a copy of all documents related to all contracts to LPA/Subrecipient upon request.

17.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The consultant shall submit the “Certification of Final DBE Payments” form for each DBE firm working on the contract. This form shall be signed by the consultant and the relevant DBE, and submitted to the LPA/Subrecipient no later than 30 days after the DBE completes its work.

The LPA/Subrecipient and ADOT will use this certification and other information available to determine applicable DBE credit allowed to date by the Prime Consultant and the extent to which the DBE firms were fully paid for that work. By the act of filing the forms, the consultant acknowledges that the information is supplied in order to justify the payment of state and federal funds to the consultant.

The consultant will not be released from the obligations of the contract until the “Certification of Final DBE Payments” forms are received and deemed acceptable by the LPA/Subrecipient.

18.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of “Program Fraud and Civil Penalties” rules provided in 49 CFR Part 31.

Exhibit "C"

Appendix A of the Sun Corridor Metropolitan Planning Organization 2018 Title VI Plan.

Appendix A – Contractor

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration or the Arizona Department of Transportation*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the *Federal Highway Administration or Arizona Department of Transportation* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the *Federal Highway Administration, or Arizona Department of*

Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration or Arizona Department of Transportation*, may determine to be appropriate, including, but not limited to:

    a) withholding payments to the contractor under the contract until the contractor complies; and/or
    b) cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient, the *Federal Highway Administration, or Arizona Department of Transportation* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit "D"

Appendix E of the Sun Corridor Metropolitan Planning Organization 2018 Title VI Plan.

Appendix E – Performance Of Contract

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et seq).

Exhibit "E"

CONSTRUCTION AND PROFESSIONAL SERVICES/DESIGN CONTRACTS

PROMPT PAY AND PAYMENT REPORTING PROVISIONS

** FOR USE ON LPA FEDERAL AID PROJECTS **

(09/20/2016)

MEASUREMENTS AND PAYMENT:

Partial Payments:

If satisfactory progress is being made, the contractor will receive a payment based on the amount of work completed. Progress payments may be made by the LPA/ Subrecipient Procurement Office to the contractor on the basis of an approved estimate of the work performed during a preceding period of time. The progress payments shall be paid on or before 14 days after the estimate of the work is approved. The estimate of the work shall be deemed received by the LPA/Subrecipient Procurement Office on submission to the person designated by the LPA/Subrecipient Procurement Office for the submission, review or approval of the estimate of the work. The LPA/Subrecipient Procurement Office by mutual agreement may make progress payments on contracts of less than 90 days and shall make monthly progress payments on all other contracts. Payment to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under the contract may include payment for material and equipment.

An estimate of the work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the LPA/Subrecipient Procurement Office or Designee prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for payment under the contract. The contractor shall work with the LPA/Subrecipient or the LPA/Subrecipient Designee to finalize monthly estimate. The progress payments shall be paid on or before 14 days after the estimate of the work is certified and approved in accordance with Arizona Revised Statutes Section 34-221.

The contractor shall pay to the contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within seven days of receipt of each progress payment the respective amounts allowed the contractor or subcontractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest, except that no contract for construction services may materially alter the rights of any contractor, subcontractor or material supplier to receive prompt and timely payment.

A subcontractor may notify the LPA/Subrecipient Procurement Office in writing requesting that the subcontractor be notified by the Subrecipient Procurement Office in writing within five days from payment of each progress payment made to the contractor.

Subcontractor Payments:

(1) Retention:

If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the LPA/Subrecipient may retain under the prime contract.

(2) No Set-offs Arising from Other Contracts:

If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

(3) Partial Payment:

The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the LPA/Subrecipient Procurement Office. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

(4) Final Payment:

The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

(5) Payment Reporting:

For the purposes of this subsection “Reportable Contracts” means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any tier with a DBE material supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the LPA DBE System which can be accessed at AZ UTRACS on the Arizona Transportation Business Portal at www.azutracs.com. No later than fifteen calendar days after the preconstruction conference, the contractor shall log into the system and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on

the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter the subcontractor information in the LPA DBE System. Reportable contracts information shall be entered into the system no later than five calendar days after approval by the LPA/Subrecipient Procurement Office.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the last day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the LPA DBE System.

In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract within 15 days of receipt of electronic payment notification and the contractor shall actively monitor the system to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the system between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract payment activity is in the LPA DBE System. This includes all lower-tier Reportable Contracts.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the system.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the LPA/Subrecipient Procurement Office will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is

provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

(6) Completion of Work:

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the LPA/Subrecipient Procurement Office.

(7) Disputes*:*

If there is a discrepancy between what is reported by the contractor in the LPA DBE System and what the subcontractor indicates, an alert email will automatically be sent to the contractor. The email will be sent to the email address provided by the contractor in the LPA DBE System. It is the contractor's responsibility to ensure that the email address in the system is kept current.

The contractor shall provide a verifiable explanation of the discrepancy in the LPA DBE System as early as practicable but in no case later than seven days after the date of the alert email.

The LPA/Subrecipient will determine whether the contractor has acted in good faith concerning any such explanations. The LPA/Subrecipient and ADOT BECO reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether prompt payment requirements are met.

The contractor shall implement and use the dispute resolution process outlined in the subcontract or by following the LPA/Subcrecipient escalation process, to resolve payment disputes.

(8) Non-compliance:

Failure to make prompt partial payment, or prompt final payment including any retention, within the time frames established above, will result in remedies, as the LPA/Subrecipient Procurement Office deems appropriate, which may include but are not limited to:

(a) Liquidated Damages**:** These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

(i) The LPA/Subrecipient Procurement Office will withhold two times the disputed dollar amount not paid to each subcontractor.

(ii) If full payment is made within 30 days of the LPASubrecipient Procurement Office's payment to the contractor, the amount withheld by the LPA/Subrecipient Procurement Office will be released.

(iii) If full payment is made after 30 days of the LPA/Subrecipient Procurement Office's payment to the contractor, the LPA/Subrecipient Procurement Office will release 75 percent of the

funds withheld. The LPA/Subrecipient Procurement Office will retain 25 percent of the monies withheld as liquidated damages.

(b) Additional Remedies. If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more projects within 24 months, the LPA/Subrecipient Procurement Office may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors, subject to the liquidated damages described in paragraph (a) above,

(ii) Terminate the contract for default,

(iii) Disqualify the contractor from future bidding, temporarily or permanently, depending on the number and severity of violations, if applicable.

In determining whether liquidated damages will be assessed, the extent of the liquidated damages, or additional remedies assessed, the LPA/Subrecipient will consider whether there have been other violations on this or other federal-aid contracts, whether the failure to make prompt payment was due to circumstances beyond the contractor's control, and other circumstances. The contractor may, within 15 calendar days of receipt of the decision of the LPA/Subrecipient, escalate the decision according to the contract's escalation process.

Metropolitan Planning Organization

MEMO TO:	**SUN CORRIDOR MPO EXECUTIVE BOARD**
FROM:	**Irene Higgs, SCMPO Executive Director**
DATE:	**November 14, 2017**
SUBJECT:	**Approval to add $16,000 of FTA Funds to the contract for the Casa Grande Transit Development Plan**

On 11/08/2016 the Executive Board approved the Contract between CivTech and Sun Corridor MPO for $200,000 to develop the Casa Grande Transit Development Plan. On 09/19/2017, Sun Corridor MPO staff met with City staff and the Casa Grande Transit Development Plan Project Management Team and determined that additional scope, in the form of an educational component, would be helpful in making the Transit Plan a success for the City of Casa Grande.

Sun Corridor MPO staff reached out to ADOT Transit Group and outlined the additional scope of work and requested Federal Transit Administration (FTA) funds in the amount of $16,000. On 10/24/2017, ADOT approved the additional FTA funds at the rate of 80% Federal and 20% Local Match. The required $4,000 match from Casa Grande will be paid as in-kind.

Total Project Cost:

Funding Type	Total Dollar Amount
FTA (5304)	$176,000.00
Casa Grande Match (Cash)	$ 40,000.00
Casa Grande Match (In-Kind)	$ 4,000.00

Sun Corridor MPO staff recommends the approval to add $16,000.00 of FTA funding to the contract for the Casa Grande Transit Development Plan and the required $4,000.00 matching funds be contributed as in-kind.

Committee Action Requested: ☐ Information Only ☒ Action Requested Below
A motion to approve the addition of $16,000 of FTA funds to the contract for the Casa Grande Transit Development Plan and the required $4,000.00 matching funds is contributed as in-kind.