

Preliminary PROJECT AGREEMENT Sample

Project Title: _____
Park Unit: _____
NPS Package/PMIS Number _____
FHWA Project Number _____

Date: _____

Agreed to:

Signed: _____
Park Superintendent, _____ National Park

Signed: _____
Project Manager, _____ Federal Lands Highway Division, Federal Highway Administration

Signed: _____
FLHP Coordinator, _____ Region

Signed: _____
Project Manager, Denver Service Center

Introduction:

This is a project agreement between the _____ National Park/Historic Site/Recreation Area, the National Park Service _____ Regional Office, the Denver Service Center (DSC), and Federal Highway Administration (FHWA), _____ Federal Lands Highway Division (_FLHD). It describes the specific understandings and responsibilities of the principal parties in order to initiate or start the planning, design, compliance, and construction of this Federal Lands Highway Program (FLHP) construction project.

Project Background and Description:

NOTE – The following is an example of the targeted scope format that should be used for project agreements. As an example, it is not exhaustive list of the issues that may be encountered on any given project:

The primary purpose of this project is to rehabilitate drainage and pavement conditions on the North Entrance Road (route 11) and spot pavement and drainage improvements on routes 13 and 15. Route 11 is about 28 miles long and averages about 22 feet wide. The existing pavement is very old with significant transverse cracking. The ride is irregular where it crosses numerous clay subgrade sections. Routes 13 and 15 have several areas of surface distortion caused by clay subgrade. The worst areas are from mile post (mp) 13 to 15

on route 13 and about a ½ mile section at mp 2.0 on route 15. In most other locations, these routes are in good condition. A project to rehabilitate route 12 (Rio Grande Road) in 2002 left the first 1.2 miles of the route near Panther Junction untreated due to lack of funds. This segment will be added to this project. The two PMIS proposals that comprise this project will be combined and tracked under 90808. DSC with park assistance will modify the PMIS submittals to reflect this change.

Geometrics:

No geometric changes are being considered for this project.

Cross Section:

Route 11 – The paved width will be increased to 24 feet to eliminate current width irregularities. There is plenty of width in the shoulders and fore slopes to accommodate minor widening without earthwork. This will also correct pavement edge drop that is occurring in several places along the route and allow for better establishment of vegetation on the shoulder at the edge of the pavement.

Route 13 and 15 – No changes to the cross section will be considered.

Structural Section:

Strong consideration will be given to pulverizing the existing section in-place and applying a double chip seal as the final running surface. This treatment was used on the Rio Grande road (route 12) rehabilitation and was very successful as well as cost effective. Spot dig outs may be employed in some areas but this will be limited. Similar pavement repairs will be made to the distorted areas on routes 13 and 15 as well. Distortions on route 15 are less severe than those on route 13. Repair of this area will be a lower priority if funds become limited. Standard asphalt will also be evaluated in pavement design. The pulverization and chip seal will also be pursued on the irregular sections with clay subgrade. Although this may not meet structural paving requirements, local experience with clay subgrades has shown very limited success with standard pavement designs on these types of materials.

Drainage:

Existing drainage is in very good condition in most areas. There are two dramatic exceptions at Todd Hill on route 13 where recent rains have caused the failure of erosion protection gabion mats at ditch line outlets. Severe gulying at these outlets has occurred. Solutions will be investigated and these areas will be repaired. A detailed evaluation of existing drainage structures along route 11 will be conducted and deficiencies will be corrected. Existing concrete ditch or curb and gutter in areas of irregular pavement on route 13 is in good condition and will not be replaced. Other drainage structures in this area will also be evaluated and corrected as necessary. At clay through cuts on route 11, ditches will be re-established approximately 2 feet below current ditch grade. Ditch lines will not be hardened. A possibly undersized culvert at mp 12.3 on route 13 will be evaluated for upgrading. An aggrading channel at Ash Draw will be evaluated for removing material from the stream channel.

Roadside:

The shoulders are generally in excellent condition, especially where they have stabilizing vegetation. Edge drop from vehicle off-tracking is a problem in some areas that will be corrected through pulverization and minor widening. Existing stabilizing vegetation in the shoulders will be preserved to the greatest extent possible during pavement rehabilitation. The bridge ends on the Upper Tornillo Creek Bridge will not be upgraded under this project.

Parking:

Pullouts along route 11 will receive the same pavement rehabilitation as the mainline road. No additional pullouts or parking will be constructed and no existing pullouts or parking will be obliterated.

Other: One section of irregular pavement at mp 14.7 on route 13 has been a more long term and chronic problem for maintenance crews than other areas along the route. There is a high clay cut on the south side of the road and the road location runs very close to a fault. This area will require a more extensive geotechnical investigation and a more robust repair to try to correct this long term problem.

Utilities: Check on the depth and location of fiber optic cable along the road edge on routes 11 and 13.

Safety: History of accidents, where, how many and of what types? If not known, who will research accident history data?

Intersections: Are any present, and are any changes to be considered?

Signs: Replace, upgrade etc.?

ROLES AND RESPONSIBILITIES:

The roles and responsibilities of the project team are defined as follows:

Park point of contact (POC) Responsibilities: Functions as primary park contact on a day-to-day basis to address project questions and issues, provide timely input of project information, and provide consolidated comments on the project documents on behalf of the park.

NPS Regional Coordinator: Acts as a liaison with the National Park Service Washington Office (WASO) on applicable matters; coordinates and/or participates in necessary project reviews; monitors and approves project funding. Ensures project compliance with regional and national guidelines, policies, and standards. Functions as primary regional project contact to ensure a quality product meeting all NPS requirements.

Project Manager (PM): Functions as a project liaison between the park, region and the FLHD in order to ensure overall coordination and execution of project development and construction activities within scope, on schedule and within budget as identified in this document.

NPS: The NPS PM is responsible as the primary NPS point of project contact for maintaining clear communications with their FHWA counterpart throughout the life of the project. The NPS PM is responsible for developing the Project Agreement, for distribution of all review documents and consolidation of all NPS comments for presentation to the FHWA. In addition, the NPS PM is responsible for the landscape architectural elements of the design, including the review and comment of the 30%, 50%, 70% and the PS&E submittals, reviewing all components of the design such as the horizontal and vertical cross sections, layout, clearing limits, grading, drainage, erosion control, details, revegetation, parking areas and associated site elements, structures and furnishings such as walks, fences, walls, lighting, signs, etc., as these elements affect the overall NPS project investment. In addition, the NPS PM is responsible for providing the overall coordination within the NPS for achieving project compliance milestones and providing review of all natural

and cultural resource issues to ensure that the Park Mission, NPS goals and park road standards are maintained.

FLHD: The emphasis of the FLHD PM will be in the area of highway design and construction. This includes the coordination of all project development and construction issues associated with highway design including the full gamut of technical areas needed to complete these projects (geometric, geotechnical, safety, materials, etc).

NOTE: Both PM’s are responsible for fulfilling the primary function of project management as stated above, regardless of their areas of emphasis.

Environmental Manager: As agreed to by this document, functions as the primary contact for coordinating the development and completion of environmental documentation and permit acquisition. Prepares the environmental work plan that defines the steps, timelines and resources needed to comply with environmental project requirements.

Any other major roles or responsibilities required for the project can be added on an as needed basis. The following matrix summarizes the responsibilities described above and provides contact information for this project:

ACTIVITY	ORGANIZATION	INDIVIDUAL/PHONE No.
Compliance Arch Survey Environmental Management Project Agreement	PARK DSC DSC	Archeologist (999) 888-7777 Compliance Spec. (999) 888-6666 Project Mgr. (999) 888-5555
Design Lead Designer/AE review Project Manager/AE Mgr Reveg Plan	FHWA FHWA DSC	ETC...

Project Schedule and Milestone Task List: Note that the schedule below only takes the project to the production of a comprehensive project agreement. The schedule will be completed at the time that the comprehensive PA is prepared.

TASK	LEAD RESPONSIBLE AGENCY	TARGET COMPLETION DATE
Scoping	IMR	1/05
Preliminary Project Agreement	IMR	1/05
Scoping Report	FHWA	3/05
Environmental Work Plan	DSC	3/05
Draft Reveg Plan	DSC	4/05
Project Development Budget	DSC	4/05
NOTE: Tasks beyond this line are addressed in the Comprehensive PA.		
Comprehensive Project Agreement	DSC	
Resource Surveys	PARK	
30% design review	FHWA	
Detailed Project Budget		
Final Reveg Plan	DSC	
Updated PA		
Determine additional NEPA Needs (if any)	DSC	
NEPA Decision	DSC	
70% PIH Final Review	FHWA	
Construction Sequencing Plan	FHWA	
95% Review	FHWA	
Obligate Funds	FHWA	
Begin Construction	FHWA	
Complete Construction	FHWA	

Milestone Definitions:

- **Begin Project Scoping and Compliance:** The scheduled on-site meeting or initial field review, when the scope is discussed, the project walked and the Environmental Screening Form (ESF) begun.
- **Comprehensive Project Agreement Completion:** The date for completion of the fully endorsed agreement.
- **Determination of Cat. Ex. or EA:** (Usually for 3R projects) the target date when the compliance path has clearly been determined and work towards that goal can begin in earnest.
- **Determination of EA or EIS:** (Usually for 4R projects) the target date when the compliance path has clearly been determined and work towards that goal can begin in earnest.
- **DAB Approval:** Date for when the DAB presentation/approval is scheduled.
- **30% Field Review:** The scheduled start date of the on-site meeting for review of 30% plans.

- **Release Draft NEPA Document (Internal):** Date of release of the NEPA document for internal review.
- **Release NEPA Document for Public Review:** Date of release of the NEPA document for the public review period.
- **NEPA Complete (FONSI or ROD):** Date of the endorsement of the FONSI or ROD.
- **70% Field Review:** The scheduled start date of the on-site meeting for review of the 70% plans.
- **All Permits Received:** Date by when all permits are expected to be in hand.
- **Final Design Review (95%):** The date 95% plans are made available for review.
- **Prepare and Sign Contract Documents:** Point of obligation.
- **Advertise:** Date when the project is advertised.
- **Award Construction Contract:** Date when the construction contract is awarded.
- **Preconstruction Conference:** Date when the preconstruction conference is scheduled.
- **Notice to Proceed:** Date when the contractor has met all obligations and can proceed with construction.
- **Begin Construction:** Date when construction actually begins.
- **Final Project Acceptance:** Date when the project work is accepted by the government and warranty period begins.

Cost Estimates:

The project is programmed for \$X.XXM for 90808 and \$X.XXM for 90910 net construction. The project is currently scheduled for fund obligation in FY ____.

A detailed project development budget will be developed in the Comprehensive PA.

Any party to the agreement may amend the project agreement subject to the concurrence by all original signatories. Circumstances that may result in an amendment to this agreement include any major changes in scope, schedule, products, budgets, milestone dates, and key positions. Amendments will be in the form of revisions to the original agreement or changes documented through standard correspondence or electronic mail. Distribute project agreement amendments to all signatories of the original agreement.

ESCALATION MATRIX:

The escalation matrix shown below is to manage conflict resulting from complex problems in an efficient manner. Issues should be resolved at the lowest level of management possible. When issues cannot be resolved in a timely manner, the issue should be escalated to the next level.

FHWA	NPS	Time to Resolve
Project Development Team	Project Development Team	5 Working Days
Project Manager OR Construction Operations Engineer	Project Manager FLHP Coordinator	5 Working Days
Project Development Engineer	Park Superintendent & Deputy Regional Director	10 Working Days
Division Engineer	Regional Director	15 Working Days

Rules for Escalation

1. Issues will be clearly defined by all parties and documented.
2. Resolve all issues at the lowest level of management possible.
3. Proceed jointly to the next level when issues can't be resolved within the specified time limit.
4. Once escalation is initiated, the issue should be transmitted jointly by those involved from one level to the next level, to eventual resolution.
5. The person that reaches the resolution will assure that the resolution information is communicated in writing, including the rationale for the resolution, to all affected parties.