

Transportation Planning Committee (TPC) Meeting

At or after **8:30 a.m.**, October 21, 2026

1 E. Broadway Blvd., Fourth Floor
Tucson, AZ 85701

Public Access to Meeting Audio/Presentation: <https://www.youtube.com/live/toY5nuGMa7E>

Pursuant to A.R.S. 38-431.02, notice is hereby given to the public and to the Committee members that the Transportation Planning Committee (TPC) of Pima Association of Governments will meet at the above stated time and date.

In compliance with open meeting laws, PAG-RTA meeting agendas requiring public notice are posted at the official address referenced above and are available for public review during official PAG/RTA business hours, excluding weekends and legal holidays.

SPECIAL NOTICE: Members of the TPC may attend the meeting remotely or in person. The meeting room will be open to the public. However, members of the public are invited to attend the meeting via the link above. TPC members will be provided with a separate link to participate. Members of the public may submit written comments relating to this meeting to info@pagregion.com within 24 hours of the meeting's posted start time. These comments will be filed with the committee's records.

The TPC is a technical advisory committee established by PAG to make recommendations to the PAG Executive Director. The TPC provides technical review and develops recommendations on studies, reports, plans, programs and submittals in support of continuous, comprehensive and cooperative multimodal regional transportation planning and programming within the PAG planning area and in full compliance with PAG policies and procedures.

PAG is committed to maintaining high standards of conduct and prohibits harassment and retaliation against all employees pursuant to Pima Association of Governments' Policy Against Discrimination, Harassment and Retaliation. It is the responsibility of all committee members to comply with and to report violations or suspected violations of the Rules of Conduct, PAG/RTA policies, or state laws.

PAG's Rules of Conduct require committee members to observe high standards of conduct and personal ethics in the conduct of their duties and responsibilities. Committee members are prohibited from interfering with the administrative functions of the organization and must comply with the open meeting law and all other applicable laws, regulations and policies.

AGENDA

1. Call to Order and Introductions

2. In-kind Reporting

PAG staff will ask participants to confirm any estimated in-kind time for this meeting.

3. Approval of August 19, and September 2, 2026, Meeting Summaries

Action: Approval of the August 19 and September 2, 2026, meeting Summaries.

4. ADOT HPMS Network Inventory Review Tool

A representative from ADOT will present the HPMS inventory review tool.

This is an information item.

5. Review of requests for potential Carbon Reduction Program (CRP) funds

In early September, a Notice of Funding Availability (NOFA) was issued for FFY 2027 Carbon Reduction Program (CRP) funds. Based on the criteria described in the NOFA, TPC members will be asked to consider the funding requests that were submitted.

Possible action: Recommendation to award CRP funding on eligible projects.

6. Short Range Transit Plan Update

PAG staff and KFH consultants will update the committee on the Short-Range Transit Plan.

This is an information item.

7. FY 2028 - FY 2032 PAG TIP Development Cycle: Kickoff Meeting

Staff will provide an overview of the PAG TIP Development cycle for FY 2028 - FY 2032 and solicit dates for future meetings through the end of calendar year 2026

This is an information item.

8. Updates related to the Transportation Improvement Program (TIP)

Updates will be provided on items related to PAG TIP-related activities.

This is for information.

9. FY 2028 and FY 2029 PAG Overall Work Program development process

Staff will provide an overview of the FY 2028 and FY 2029 PAG Overall Work Program (OWP) development process.

This is for information.

10. Request for Future Agenda Items and Announcements

Members of the committee may request agenda topics to be considered for discussion at a future meeting.

Committee members will be given the opportunity to share announcements from their organizations that are relevant to the business of the committee.

****Pursuant to Arizona open meeting laws, the committee cannot discuss or take action today on any matters raised under this agenda item. Under this agenda item, committee members are also prohibited from returning to other agenda items which have been previously discussed and concluded earlier in this meeting*

11. Adjournment

The Transportation Planning Committee meeting packet containing material related to the meeting is available at www.PAGregion.com for public review. In compliance with the Americans with Disabilities Act (ADA), those requiring special assistance, such as large typeface print, sign language or other reasonable accommodations, may request those through the administrative offices at: (520) 792-1093 at least two business days before the meeting.

PAG operates its programs without regard to race, color and national origin in compliance with [Title VI](#) of the Civil Rights Act. We invite you to complete our voluntary self-identification survey ([English](#)/[Spanish](#)).

If you need translation assistance, please call (520) 792-1093 and ask for Zonia Kelley. Si necesita ayuda con traducción, llame por favor al (520) 792-1093 y comuníquese con Zonia Kelley.

Transportation Planning Committee (TPC) Meeting Summary

Summary of 9 a.m., August 19, 2026, meeting

The meeting can be viewed in its entirety at: <https://www.youtube.com/live/GthnJbcJkGo>

Committee Members

Andy Bemis
City of Tucson

Fausto Burrel
Town of Marana

Galovale Galovale
Town of Sahuarita

Jeremy Moore
ADOT

Jose Rodríguez
Town of Oro Valley

Kathryn Skinner
PCDOT

Committee Members Cont.

Natalie Shepp
PDEQ

Chris Stebe (Virtual)
University of Arizona

Davita Mueller (Virtual)
Sun Tran

Nadine Manuel (Virtual)
Tohono O'odham Nation

PAG Staff Lead
Jeanette DeRenne

Ex-Officio
Jamie Brown, PAG/RTA

1. Call to Order and Introductions

The Chair called the meeting to order at 9 a.m., and introductions were made.

2. In-kind Reporting

Staff informed the participants of the in-kind form, and members were asked to confirm their estimated in-kind time for the meeting.

3. Approval of July 15, 2026, Meeting Summary

[Video Timestamp: 2:22](#)

Action: A motion to approve the July 15, 2026, meeting summary was made by Jose Rodríguez, Town of Oro Valley, seconded by Andy Bemis, City of Tucson, and passed unanimously, Kathryn Skinner, Pima County, abstained.

4. Updates from the Local Public Agency (LPA) Section with regards to Local Federal-aid project/process

[Video Timestamp: 2:59](#)

ADOT staff gave an update on local federal-aid projects and processes through the Local Public Agency (LPA) Section. ADOT LPA Program Manager **Mark Henige** told members that contact information for the interim ADOT PMG managers, **Mona Aglan-Swick, Rashidul Haque, and Bharat Kandel**, had been shared with all COGs and MPOs. Members were encouraged to contact them with any PMG-related questions or concerns.

The LPA Section expects to open the FY28 Off System Bridge (OSB) Program call for projects in October 2026, with applications due by the end of December 2026. Mr. Henige noted that the program currently has \$3.9 million in STBGP funding and that additional bridge funding has not yet been confirmed.

Members were also reminded to submit initiation packets for all FY27 projects before the end of the calendar year so federal funds can be authorized before the state fiscal year ends.

Mr. Henige reported that ADOT leadership is reviewing the Project Development Administration (PDA) fee structure for federally funded local projects. The PDA process originally allowed 542 hours in 2015. In 2020, ADOT streamlined the process into Compliance Reviews and reduced the baseline to 368 hours to keep costs near \$30,000. He explained that ADOT has been able to federalize most PDA costs, reducing local agencies' direct expenses to their 5.7% matching share. However, ADOT found that the 368-hour baseline was often too low to complete Compliance Reviews and could create project delivery risks.

Because ADOT's hourly rates increased in 2024, the agency is reviewing the current model and may increase the baseline from 368 to 600 hours for federally funded projects. This change would have a limited impact on local agencies, increasing their share from about \$1,710 to \$2,565, an additional cost of approximately \$855.

Mr. Henige stated that the ADOT LPA Section will continue to use \$45,000 as the standard PDA estimate for federal-aid projects, with adjustments made when project complexity requires additional effort.

This item was for information only.

5. FY 2025–FY 2029 PAG Transportation Improvement Program (TIP) Amendment #2025.060

[Video Timestamp: 13:39](#)

PAG staff provided details on draft TIP Amendment #2025.060 as provided in the meeting materials. PAG Program and Policy Manager Adam Ledford reminded the members that the purpose of the amendment was to initiate the RTA Next Plan, and it would be the first step at programming funding across 20 projects that would focus on how to maximize the effectiveness of four major fund types available to the region. Benefits of the amendment would include minimizing the number of projects in either RTA plan needed to be federalized and would rebalance projects that were expected to be expended in the current program.

Kathryn Skinner, Pima County, inquired if there was an anticipated cadence for how TIP amendments would be processed. Members were informed that the batched monthly reviews for administrative amendments were effective, and expedited requests would still be responded to. Mr. Ledford indicated that formal amendments were still subject to multi-committee review and Board action for major changes.

Jose Rodríguez, Town of Sahuarita, inquired if the projects were fully funded. PAG Director of Strategic Planning, Programming and Policy Jamie Brown indicated that the purpose was to match the funding shown in the amendment to what was in the cost to complete which informed the RTA Next Plan development the previous summer. PAG Director of Transportation Services Rick Ellis informed members that the projects were fully funded to the amounts requested identified through the efforts done working with the jurisdictions and project efforts; and throughout those the amounts requested were the amounts provided.

Action: A motion to approve TIP Amendment #2025.060 was made by Jose Rodríguez, Town of Oro Valley, seconded by Fausto Burruell, Town of Marana, and passed unanimously.

6. FY 2025–FY 2029 PAG Transportation Improvement Program (TIP) Amendment #2025.080

[Video Timestamp: 24:29](#)

PAG staff provided details on draft TIP Amendment #2025.080 as provided in the meeting materials. Members were informed that the Town of Oro Valley and the City of Tucson had identified minor changes to the distribution of funding that occurred as project charters were being developed and were slightly different than the amounts shown in the amendment. PAG Program and Policy Manager Adam Ledford indicated that it would be preferable to address the changes administratively to prevent postponement of the process.

Jose Rodríguez, Town of Oro Valley, questioned when jurisdictions would be able to submit their own amendments. Members were informed that if they were adjusting their charters, it could be processed administratively and a amendment request would not be needed.

Action: A motion to approve TIP Amendment #2025.080 was made by Jose Rodríguez, Town of Oro Valley, seconded by Andy Bemis, City of Tucson, and passed unanimously.

7. FY 2025–FY 2029 PAG Transportation Improvement Program (TIP) Amendment #2025.090

[Video Timestamp: 26:34](#)

PAG staff provided details on draft TIP Amendment #2025.090 as provided in the meeting materials. PAG Program and Policy Manager Adam Ledford shared with the members that the City of Tucson was a direct recipient of federal apportionments received annually from the FTA and was able to assign subrecipients as beneficiaries as part of the regional effort. The Transit Working Group (TWG) would meet to assign values and establish financial constraints; the amendment reflected the most recent activity conducted.

Action: A motion to approve TIP Amendment #2025.090 was made by Jose Rodríguez, Town of Oro Valley, seconded by Andy Bemis, City of Tucson, and passed unanimously.

8. Potential Carbon Reduction Program (CRP) funding availability in FFY 2027 and options for programming

[Video Timestamp: 28:02](#)

PAG staff provided information on potential CRP funding availability and facilitated discussion on options for programming the funding. PAG Director of Strategic Planning, Programming and Policy Jamie Brown informed the members the status of the funding availability and shared that the current five-year surface transportation authorization bill (IIJA) would expire September 30. The House and Senate approved separate Continuing Resolution (CR) bills but had not yet reached an agreement. Members were informed that the Senate CR would fund the government through December 11, which would extend the IIJA surface transportation authorities and eligibilities; funding for those programs would be prorated. Mr. Brown indicated that the amount of funding available would be subject to the urban areas designated by the census and the total obligation authority allowed \$2.2 million was able to be spent. Members were given a summary of recommendations for programming CRP by the Pima County Department of Transportation, the City of Tucson and the Pima County Department of Environmental Quality. Kathryn Skinner, Pima County, indicated they had used the same criteria as before, which focused on already federalized projects and a big change was not having a

mileage base. Andy Bemis, City of Tucson, indicated that although the mileage-based prioritization had been beneficial in the past, they did not want it to be overly weighted as it had made some projects more expensive, harder to complete and to find. Mr. Bemis stated the City of Tucson were looking for things that were less ground disturbing to minimize clearance requirements. Mr. Brown shared that this funding would expand eligibility for projects beyond bike and pedestrian. Natalie Shepp, PDEQ, shared with members that the comprehensive Climate Action Plan had been finalized and was made with the City of Tucson, the Town of Oro Valley, the City of South Tucson and the Tohono O'odham Nation a coalition partnership. Ms. Shepp shared with members that the measures of the plan were to replace internal combustion vehicles with electric vehicles; expand and improve public transit to promote more use and improve urban planning; and increase active transportation. She indicated that it would be helpful to have a more high-level discussion of what was looking to be achieved and how they could work collectively to reach their targets. Members discussed reaching consensus on project readiness; project types; timing of issuing a NOFA; and were asked for recommendations on a selection panel process and project types.

Sam Credio, City of Tucson, shared that it should be open to any project open eligible under the CRP eligibility requirements with caveat that those funds could be obligated quickly. Mr. Credio inquired how other NOFAs had been handled in the past. Members were informed that a competitive selection panel had been utilized in more recent years and were open to input from members for scoring criteria.

Jose Rodríguez, Town of Oro Valley, recommended to use the TIP Subcommittee to weigh in on proposed projects and inquired when the money would become obligated. Members were informed that there was no specific date but aimed for May 1.

Members established criteria which included projects not being limited to RTA; should already be federalized if going through construction, otherwise some of the planning or design efforts that can be federalized need to be CRP eligible activities; and were in favor of having TPC be the committee that has open discussion regarding the ultimate programming of those funds.

This item was for information only.

Presentation can be found here: [Item-8-Potential-CRP-Funding-FFY-2027-Presentation.pdf](#)

9. Updates related to the Transportation Improvement Program (TIP), including those related to RTA Next transit

[Video Timestamp: 1:05:23](#)

PAG staff provided updates on TIP-related activities, including those related to RTA Next transit. PAG Director of Strategic Planning, Programming and Policy Jamie Brown the TIP amendment that included the addition of the Moore Road TI project was ending its 30-day air quality consultation period and due to the project being in a non-attainment area, the EPA stated it did not need a new conformity analysis and would continue to move forward with the project. Members were informed that July 31st was the deadline to submit requests for RTA and HURF reimbursements. Mr. Brown shared with members that the schedule for the next TIP development process was being developed and would have more information at the next meeting. Members were informed that the focus of the fall would be project list development and solidification. Mr. Brown informed the members of the new organization of the RTA Next transit ballot. PAG Chief of Staff Dan Gabiou provided the members with an overview of the transit TIP I.D.s for RTA Next to create a foundation for the transit tip, the financial systems, charters and tracking moving forward. Mr. Gabiou indicated that the next step would be to add the financial figures into the table and then input them into the TIP amendment format.

Kathryn Skinner, Pima County, asked how the county's share of transit funding would satisfy Appendix A requirements. PAG Mobility Management and Services Director Mary Carter said the funding amounts were included in the complete versions and allocations. She explained that the ballot and Appendix A serve as control measures, and that existing service levels, which cannot be changed, guided how the funds were applied.

This item was for information only.

10. Request for Future Agenda Items and Announcements

[Video Timestamp: 1:24:29](#)

Members of the committee shared announcements. PAG Transportation Planning Director Jeanette DeRenne informed the members that the Regional Council had authorized PAG's Executive Director to enter negotiations with the consulting firm KFH Group for the Short-Range Transit Plan. For future agenda items, a request was made by Kathryn Skinner, Pima County, to begin the next major RMAP effort.

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11. Adjournment

The meeting was adjourned at 10:26 a.m.

Transportation Planning Committee (TPC) Meeting Summary

Summary of 9 a.m., September 2, 2026, meeting

The meeting can be viewed in its entirety at: <https://www.youtube.com/live/NpZKZ-RMI2g>

Committee Members

Chris Stebe (Virtual)
University of Arizona

Davita Mueller (Virtual)
Sun Tran

Galovale Galovale (Virtual)
Town of Sahuarita

Jennifer Flood (Virtual)
Town of Marana

Jeremey Moore (Virtual)
ADOT

Jose Rodríguez (Virtual)
Town of Oro Valley

Josue Licea (Virtual)
City of South Tucson

Committee Members Cont.

Kathryn Skinner (Virtual)
Pima County DOT

Nadine Manuel (Virtual)
Tohono O’odham Nation

Natalie Shepp (Virtual)
PDEQ

Sam Credio (Virtual)
City of Tucson

Scott Robidoux (Virtual)
Tucson Airport Authority

PAG Staff Lead
Jeanette DeRenne

Ex-Officio
Jamie Brown, PAG/RTA

1. Call to Order and Introductions

The Chair called the meeting to order at 9 a.m., and introductions were made.

2. In-kind Reporting

Staff informed the participants of the in-kind form, and members were asked to confirm their estimated in-kind time for the meeting.

3. FY 2025–FY 2029 PAG Transportation Improvement Program (TIP) Amendment #2025.100

[Video Timestamp: 4:06](#)

PAG staff provided information on draft TIP Amendment #2025.100 as provided in the meeting materials. PAG Program and Policy Manager Adam Ledford presented TIP Amendment #2025.100, which programs funding for transit services and programs included in the voter-approved RTA Next plan. Mr. Ledford explained that new ballot items such as streetcar operations and high-capacity transit improvements required new TIP IDs, and that existing services also needed new IDs due to updated ballot numbering. Members were informed that the services provided to the region had not changed due to the amendment. Mr. Ledford also described the treatment of FTA 5311 awards and MOE revenues, noting that both would be programmed in standalone TIP IDs for clarity and consistency.

Committee members asked about spreadsheet alignment, TIP ID labels, and MOE allocations. Kathryn Skinner of Pima County asked how the three paratransit and dial-a-ride service groupings differed. PAG Transportation Planning Coordinator Thomas Robertson explained that they covered RTA-operated Sun Shuttle paratransit, fixed-cost paratransit provided through MTM, and Oro Valley's service. Ms. Skinner asked whether the vendor had two contracts or one contract with separate parts. Mr. Robertson said one contract includes two parts and covers demand-response and fixed-route bus services, including fixed-route, paratransit, and Dial-a-Ride. The costs are listed separately to show how much funding goes to each service.

Members discussed the need for a working session to review cost allocations, paratransit categories, and MOE distribution. PAG leadership agreed to convene a meeting with the City of Tucson, Pima County, and other interested TPC members before September 24 to ensure shared understanding.

Action: A motion to approve TIP Amendment #2025.100 was made by Sam Credio, City of Tucson, seconded by Jose Rodríguez, Town of Oro Valley, and passed unanimously.

4. Potential FFY 2027 Carbon Reduction Program (CRP) Funding – Draft NOFA Summary

[Video Timestamp: 22:33](#)

In follow-up to the discussion at the Aug. 19, 2026, TPC meeting about potential FFY 2027 Carbon Reduction Program (CRP) funding, PAG/RTA staff asked for input on the draft Notice of Funding Availability (NOFA) summary. PAG Director of Strategic Planning, Programming and Policy Jamie Brown presented a draft summary for a Notice of Funding Availability (NOFA) for potential FFY 2027 CRP funds. He noted uncertainty regarding federal reauthorization but emphasized the need to prepare so the region could act quickly if funds become available. Mr. Brown shared projected apportionments and

explained that projects must obligate funds by May 2027. Members were informed of eligible project types, and told that all CRP-eligible projects, not only bicycle and pedestrian facilities, could be considered. Mr. Brown also clarified that projects would become federalized upon programming, adding time and cost considerations.

Committee members discussed eligibility for new versus existing projects, local match requirements, and whether RTA or HURF funds could serve as match sources. Paul Casertano, Pima County, inquired if new project eligibility would be limited to design only. Members were informed that it was not foreseen to be problematic but would be incumbent upon the member agency to confirm if they could meet those obligations.

Andy Bemis, City of Tucson, questioned if the RTA would be offering RTA funding for local match for RTA eligible projects. Mr. Bemis also inquired if there was any regional HURF capacity that could be available for a CRP eligible project that was not aligned with an RTA project. Members were informed that the RTA Board had not been officially asked to authorize the match, but there had precedent to leverage those federal dollars with minimal RTA. Mr. Brown stated that RTA match would be possible for RTA-aligned projects, but HURF match would require broader committee discussion. Members also discussed prioritizing projects previously submitted for CRP or RTAG funding but not fully funded. Mr. Brown agreed that this could be considered during evaluation.

The committee expressed a consensus to move forward with the NOFA as summarized. Mr. Brown confirmed that staff would convert the summary into a formal memo and release it promptly.

This item was for discussion and possible action.

5. Request for Future Agenda Items and Announcements

[Video Timestamp: 49:19](#)

PAG staff shared information on grant opportunities. PAG Transportation Planning Director Jeanette DeRenne announced to members that FHWA had issued a Notice of Funding Opportunity for PROTECT competitive grants, with up to \$787 million available nationwide for FY 2024–2026. Applications are due October 9.

****Pursuant to Arizona open meeting laws, the committee cannot discuss or take action today on any matters raised under this agenda item. Under this agenda item, committee members are also prohibited from returning to other agenda items which have been previously discussed and concluded earlier in this meeting*

6. Adjournment

The meeting was adjourned at 9:50 a.m.

Transportation Planning Committee

Wednesday, Oct. 21, 2026

Subject:	ADOT HPMS Network Inventory Review Tool
Agenda Item #:	4
Agenda Category:	Information
Associated OWP Work Element/Goal:	Work Element 40: Transportation Activities Work Element 63: Regional Modeling
Suggested Motion/Action:	None

SUMMARY

The Highway Performance Monitoring System (HPMS) review tool assists ADOT to collect, validate, and properly format roadway data before it is submitted to the Federal Highway Administration (FHWA) as part of a required annual report. The HPMS is an inventory of all public roads for each state and includes data on roadway extent, condition, performance, use, and operating characteristics. The FHWA requires this from each state as a responsibility to maintain data and system performance for public roads and highways and is the way FHWA can record this data and portion federal funding to states for transportation needs. In partnership with ADOT, PAG utilizes this data for modeling and transportation planning purposes and assists in collecting regional data for HPMS reporting requirements.

PRIOR BOARD AND/OR COMMITTEE ACTION

None.

FINANCIAL CONSIDERATIONS

None

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

None

ADDITIONAL BACKUP INFORMATION (ATTACHMENTS)

None

STAFF CONTACTS

Hyunsoo Noh: (520) 792-1093

Michael J. Ortega: (520) 792-1093

Transportation Planning Committee

Wednesday, Oct. 21, 2026

Subject:	Review of requests for potential Carbon Reduction Program (CRP) funds
Agenda Item #:	5
Agenda Category:	Possible action
Associated OWP Work Element/Goal:	Work Element 40: Transportation Activities
Suggested Motion/Action:	Recommend award of CRP funding per the TPC discussion.

SUMMARY

The Infrastructure Investment and Jobs Act or IIJA expired on Sept. 30, 2026. Although the Continuing Resolution (CR) continues programs, like the Carbon Reduction Program (CRP), through Dec. 11, 2026, the next federal surface transportation authorization bill is under development, which could result in changes to federal transportation programs like the CRP.

At the Aug. 19 and Sept. 2, 2026, meetings, TPC members provided input to staff on components of a Notice of Funding Availability (NOFA) for projects to be funded with partial and/or full year amounts of FFY 2027 CRP funds, along with the required 5.7% non-federal match.

On Sept. 11, a NOFA was issued for FFY 2027 CRP funds, with an application due date of Oct. 7. Based on the estimated funding available and the criteria described in the attached NOFA, TPC members will be asked to consider the two funding requests that were submitted.

PRIOR BOARD AND/OR COMMITTEE ACTION

None.

FINANCIAL CONSIDERATIONS

As noted above, the federal surface transportation authorization bill expired on Sept. 30, 2026, and a continuing resolution maintains funding for programs like CRP through Dec. 11, 2026. Additional details are included in the attached NOFA.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

Please see the attached NOFA for details.

ADDITIONAL BACKUP INFORMATION (ATTACHMENTS)

- FFY 2027 Carbon Reduction Program (CRP) funding – Draft Notice of Funding Availability (NOFA)
- Funding requests / applications from the City of Tucson and Pima County

STAFF CONTACTS

Jamison Brown: (520) 495-1473

Adam Ledford: (520) 495-1434

MEMO

TO: Pima Association of Governments (PAG) Transportation Planning Committee (TPC)

FROM: Jamie Brown, Strategic Planning, Programming and Policy Director
Adam Ledford, Program and Policy Manager

DATE: September 11, 2026

CC: Michael Ortega, Executive Director
Greg Byres, Deputy Executive Director

SUBJECT: Notice of Funding Availability for Federal Fiscal Year (FFY) 2027 Carbon Reduction Program (CRP) Funds – **Applications due Oct. 7**

Introduction and background

This memorandum announces a Notice of Funding Availability (NOFA) to program funds for eligible Carbon Reduction Program (CRP) projects as part of Pima Association of Governments' (PAG) Fiscal Year (FY) 2025-2029 Transportation Improvement Program (TIP). According to the Federal Highway Administration (FHWA), the CRP provides funds for projects "designed to reduce transportation emissions, defined as carbon dioxide (CO₂) emissions from on-road highway sources."

With the current federal surface transportation authorization bill – the Infrastructure Investment and Jobs Act or IIJA – expiring Sept. 30, 2026, a Continuing Resolution (CR) was signed on Sept. 2, 2026 (i.e., Continuing Appropriations and Extensions Act, 2027). Although the CR continues programs, like the Carbon Reduction Program (CRP), through Dec. 11, 2026, the next federal surface transportation authorization bill is under development, which could result in changes to federal transportation programs like the CRP.

At the Aug. 19 and Sept. 2, 2026 meetings, TPC members provided input to staff on components of a Notice of Funding Availability (NOFA) for projects to be funded with partial and/or full year amounts of FFY 2027 CRP funds, along with the required, 5.7%, non-federal match. The information below reflects TPC input and provides guidance for applicants.

Carbon Reduction Program eligibility

For information about the CRP, including a list of eligible projects, please review FHWA's CRP Fact Sheet at: <https://highways.dot.gov/iija/fact-sheets/carbon-reduction-program-crp>

Obligation deadline

Projects must obligate the federal funding by May 2027. Therefore, project initiation must start in the months, prior in accordance with ADOT procedures.

Eligibility and project types considered

All projects and programs eligible for the CRP per federal regulations will be considered. Please note that projects will become federalized with the programming of the CRP funding, which typically adds more requirements vs. non-federalized projects. Additional considerations and requirements include:

- For construction funding, projects should be active and already federalized.
- New projects or programs seeking design funding must be able to obligate by the May 2027 deadline.
- Projects do not need to align with the RTA plan and Administrative Code to be considered for the funding award. However, projects will need to align with the RTA plan and Administrative Code to be eligible for RTA matching funds.

Project selection

Applications will be shared with the TPC. The TPC will have open discussion about the submitted applications, targeted to take place at the Oct. TPC meeting per the timeline below.

New vs. active projects

Both new and active projects may be considered.

Estimated FFY 2027 CRP funding available (full year and 20% of year) by population area

Funding is available based on population areas as listed below. A map of the population areas is attached for reference. With funding currently available only through Dec. 11, as mentioned above, there is uncertainty about whether a full year's apportionment of CRP funds will be authorized by Congress. **Therefore, sponsors should request both a lower funding amount consistent with the far-right column below, and an upper funding amount, consistent with the middle column, if funding becomes available for the rest of the year.**

Population Area (per U.S. Census; our region does not have a 50k to 199k pop. area)	FFY 2027 Estimated Apportionments and Obligation Authority	Pro-rated FFY 2027 Estimated Apportionments and Obligation Authority (10/1 - 12/11; 73 days; ~20% of year)
< 5k in population	\$182,061	\$36,412
5-49k in population	\$190,552	\$38,110
> 200k in population	\$1,941,766	\$388,353
Total Apportionments	\$2,314,379	\$462,875
Total Obligation Authority (i.e., total available to program)	\$2,196,345	\$439,269

Non-federal match

If the projects and programs align with RTA Next plan ballot descriptions, then RTA funding can serve as the 5.7% non-federal match. If not, then a local, non-federal funding source must be used for the 5.7% match. RTA funding used as non-federal match will be counted against the Appendix A totals from the [RTA Administrative Code](#) (see page 115) with respect to the Plan Element, Ballot, and Jurisdiction (i.e., the 5.7% RTA match will come from the jurisdiction's allocation in Appendix A).

Regionwide programs and population areas:

If a CRP-eligible, non-infrastructure project, program, or strategy is regionwide, such as a plan or study, funding from any and all of the population areas would be eligible. This was confirmed with ADOT staff on Sept. 4, 2026.

Items to include in project application:

Please provide the following information, via email, to Adam Ledford (aledford@pagregion.com) and Jamie Brown (jbrown@pagregion.com) **by 11:59 PM on Oct. 7**. Although it can be submitted in the body of an email message, for ease of distributing to TPC members, providing it as an attached document is preferred.

1. If awarded the funds, can the funds be obligated by May 2027? If not, the project is not eligible to request funds from this NOFA.
2. What is the project name?
3. Is this a new project or existing project?
4. If this is an existing project, what is the TIP ID and what is the current progress for this project?
5. What is the population area where the project is located, per the attached map?
6. Is the project already federalized and if so, have NEPA clearances already been obtained?
7. Is the project eligible for RTA match by aligning with the RTA Plan and Admin. Code?
8. If a project/program is RTA eligible per number 7 above, please provide the RTA plan element and ballot, and describe how it aligns with the ballot description in the RTA Administrative Code.
9. Using both best- and worst-case scenarios for funding availability, what is the amount of funding requested by fiscal year, fund source, amount, and phase (please complete both tables below)?

Best case scenario (i.e., full year of CRP funding)

Fiscal year (i.e., FY 2027)	Project phase (i.e., study, design or construction)	Amount of CRP funding requested	Amount of non-federal match (must be at least 5.7% of total project cost)*	Source of the non-federal match (i.e., local or RTA)**	Total of federal and non-federal Match
TOTALS					

Worst case scenario (i.e., Partial year funding)

Fiscal year (i.e., FY 2027)	Project phase (i.e., study, design or construction)	Amount of CRP funding requested	Amount of non-federal match (must be at least 5.7% of total project cost)*	Source of the non-federal match (i.e., local or RTA)**	Total of federal and non-federal Match
TOTALS					

*To calculate the 5.7% non-federal match to be covered by the RTA, divide the federal amount by 94.3% and multiply the result by 5.7% (Federal amount / 0.943) * 0.057)

**Must align with the RTA Plan and Administrative Code to be considered an RTA project eligible for RTA match. Otherwise, other, non-federal sources should be used, such as local.

10. Please describe how the project is still viable if it does not receive full funding. It is possible that only partial awards will be granted due to factors such as (1) the CRP program is only funded partially in FFY 2027 and/or (2) competition, where funding requests between TPC member agencies exceed the anticipated available amounts.

11. Please provide a brief project description, including purpose and need.

Anticipated timeline (subject to change)

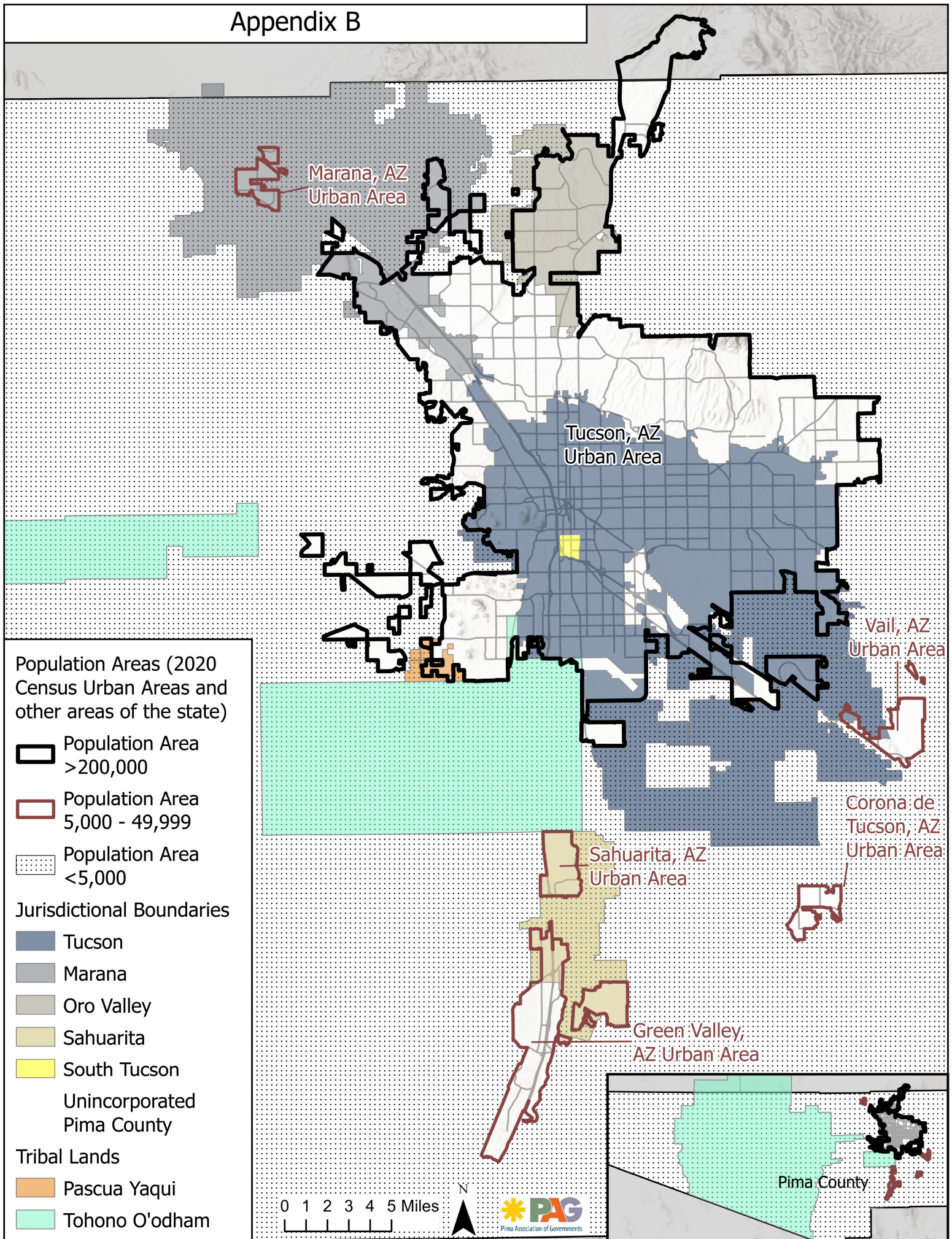
As an expedited process, the TPC will be asked to review and consider the project applications and make a funding recommendation. Below is an anticipated timeline, which is subject to change.

Date	Action
Sept. 11, 2026	NOFA issued
Oct. 7, 2026	Funding requests due to PAG/RTA
Oct. 21, 2026	TPC meeting to discuss funding requests and make a recommendation. Project sponsors will be asked to provide a brief overview of the funding request.
Oct. 22, 2026 - Nov. 11, 2026	Develop formal TIP amendment based on TPC recommendation for Management Committee and Regional Council approval. If it is an RTA eligible project, the RTA Board will be asked to approve the RTA match.
Nov. 18, 2026	PAG Management Committee consideration of TIP amendment
Dec. 3, 2026	Regional Council consideration of TIP amendment for approval
Dec. 3, 2026	RTA Board consideration of any RTA match for approval
May 2027	Project sponsor obligates funds for projects in FY 2027

Questions

If you have any questions, please contact Adam Ledford (aledford@pagregion.com) and/or Jamie Brown (jbrown@pagregion.com).

Appendix B



September 23, 2026

Jamie Brown
Strategic Planning, Programming & Policy Director
Pima Association of Governments
1 East Broadway Blvd., Suite 401
Tucson, AZ 85701

**Subject: Notice of Funding Availability for Federal Fiscal Year (FFY) 2027
Carbon Reduction Program (CRP) Funds
T0383 HAWK Package #1
T0382 HAWK Package #2**

Mr. Brown:

The City of Tucson is pleased to submit the T0383 HAWK Package #1 and T0382 HAWK Package #2 projects for consideration for funding under the **Federal Fiscal Year (FFY) 2027 Carbon Reduction Program (CRP) Funds** Call for Projects. Project information is provided below:

1. If awarded the funds, can the funds be obligated by May 2027?
 - Yes. Current funding obligation deadline for these projects is May 2027 for existing HSIP funding. HSIP funding will not roll forward, so this represents a firm commitment to the May obligation deadline.
2. What is the project name?
 - HAWK Package #1 (4 HAWK locations)
 - Irvington Rd/1st Ave
 - Ft. Lowell Rd/Balboa Ave
 - Kolb Rd/Rosewood St
 - Swan Rd/Cecelia St
 - HAWK Package #2 (2 HAWK locations)
 - Silverlake Rd/Cottonwood Ln
 - Speedway Blvd/Sahuara Ave (BikeHAWK)
3. Is this a new project or existing project?
 - This is an existing project.

4. If this is an existing project, what is the TIP ID and what is the current progress for this project?
 - 29.21 - HAWK Package #1
 - 30.21 - HAWK Package #2
 - Both projects have received environmental clearance and are working toward right-of-way clearance; Design is approaching 95% submittal.
5. What is the population area where the project is located, per the attached map?
 - >200,000
6. Is the project already federalized and if so, have NEPA clearances already been obtained?
 - Yes.
7. Is the project eligible for RTA match by aligning with the RTA Plan and Admin. Code?
 - Yes
8. If a project/program is RTA eligible per number 7 above, please provide the RTA plan element and ballot, and describe how it aligns with the ballot description in the RTA Administrative Code.
 - II. Safety, ADA and Active Transportation Element
 - 35. Tucson – Safety and Active Transportation Projects
 - The HAWKS projects align with this element as they are Safety and Active Transportation (bicycle/pedestrian) projects throughout the region.
9. Using both best- and worst-case scenarios for funding availability, what is the amount of funding requested by fiscal year, fund source, amount, and phase (please complete both tables below)?

Best case scenario (i.e., full year of CRP funding)

Fiscal year (i.e., FY 2027)	Project phase (i.e., study, design or construction)	Amount of CRP funding requested	Amount of non-federal match (must be at least 5.7% of total project cost)*	Source of the non-federal match (i.e., local or RTA)**	Total of federal and non-federal Match
29.21 - HAWK Package #1	Construction	\$530,909	\$32,091	LOCAL	\$563,000
30.21 - HAWK Package #2	Construction	\$873,364	\$52,791	LOCAL	\$926,155
TOTALS		\$1,404,273	\$84,882	LOCAL	\$1,489,155

Worst case scenario (i.e., Partial year funding)

Fiscal year (i.e., FY 2027)	Project phase (i.e., study, design or construction)	Amount of CRP Funding requested	Amount of non-federal match (must be at least 5.7% of total project cost)*	Source of the non-federal match (i.e., local or RTA)**	Total of federal and non-federal Match
29.21 - HAWK Package #1	Construction	\$0	\$0	N/A	\$0
30.21 - HAWK Package #2	Construction	\$388,353	\$23,474	RTA	\$411,827
TOTALS		\$388,353	\$23,474	RTA	\$411,827

Project phase

*To calculate the 5.7% non -federal match to be covered by the RTA, divide the federal amount by 94.3% and multiply the result by 5.7% (Federal amount / 0.943) * 0.057)

**Must align with the RTA Plan and Administrative Code to be considered an RTA project eligible for RTA match. Otherwise, other, non-federal sources should be used, such as local.

10. Please describe how the project is still viable if it does not receive full funding. It is possible that only partial awards will be granted due to factors such as (1) the CRP program is only funded partially in FFY 2027 and/or (2) competition, where funding requests between TPC member agencies exceed the anticipated available amounts.

- The project packages consist of multiple HAWK locations and can be scaled based on funding availability.
- If this application is not successful, or partially successful, DTM will need to approach ADOT to cut HAWK locations from the packages for construction.
- A determination will have to be made at that time which locations to postpone.

11. Please provide a brief project description, including purpose and need.

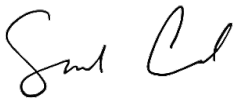
- The HAWKs packages consist of new HAWK installations at six locations in the City of Tucson. These projects were originally awarded safety funding under the federal Highway Safety Implementation Program (HSIP), due to a history of severe injury or fatal pedestrian crashes at these locations.
- HAWKs Package #1 was documented to have a benefit-cost ratio of 8.2 and HAWKs Package #2 has a B/C of 8, indicating a significant safety benefit for these projects.
- The Speedway/Sahuara location is being advanced as a BikeHAWK and will serve as a critical and necessary connection for the previously funded Sahuara Bicycle Boulevard (awarded under the RTAG program).

The City of Tucson concurs with the anticipated timeline described below:

Anticipated timeline (subject to change). As an expedited process, the TPC will be asked to review and consider the project applications and make a funding recommendation. Below is an anticipated timeline, which is subject to change.

Date	Action
Sept. 11, 2026	NOFA issued
Oct. 7, 2026	Funding requests due to PAG/RTA
Oct. 21, 2026	TPC meeting to discuss funding requests and make a recommendation. Project sponsors will be asked to provide a brief overview of the funding request.
Oct. 22, 2026 - Nov. 11, 2026	Develop formal TIP amendment based on TPC recommendation for Management Committee and Regional Council approval. If it is an RTA eligible project, the RTA Board will be asked to approve the RTA match.
Nov. 18, 2026	PAG Management Committee consideration of TIP amendment
Dec. 3, 2026	Regional Council consideration of TIP amendment for approval
Dec. 3, 2026	RTA Board consideration of any RTA match for approval
May 2027	Project sponsor obligates funds for projects in FY 2027

Sincerely,



Samuel A. Credio, P.E.

Director, Transportation and Mobility

cc: Andrew Bemis, DTM Deputy Director
James DeGrood, DTM Deputy Director
Paki Rico, DTM Certification Acceptance Liaison
Kirshana Guy, DTM Grant Writer
Celia Yang, DTM Finance Manager
Adam Ledford, Program and Policy Coordinator
Pari Magphanthong, Program and Policy Analyst

**Pima County Carbon Reduction Program Funding Proposal:
Valencia Road Bicycle and Pedestrian Improvements, Mission Road to Camino de la
Tierra
October 2026**

1. *If awarded the funds, can the funds be obligated by May 2027? If not, the project is not eligible to request funds from this NOFA.* [Yes.](#)
2. *What is the project name?* [Valencia Road Bicycle and Pedestrian Improvements](#)
3. *Is this a new project or existing project?* [Existing](#)
4. *If this is an existing project, what is the TIP ID and what is the current progress for this project?* [TIP 10.23. Design completed in 2026, utility relocation and ROW acquisition underway as of October 2026.](#)
5. *What is the population area where the project is located, per the attached map?* [Population greater than 200,000.](#)
6. *Is the project already federalized and if so, have NEPA clearances already been obtained?* [Yes, project federalized and NEPA clearances obtained.](#)
7. *Is the project eligible for RTA match by aligning with the RTA Plan and Admin. Code?* [Yes.](#)
8. *If a project/program is RTA eligible per number 7 above, please provide the RTA plan element and ballot, and describe how it aligns with the ballot description in the RTA Administrative Code.*
[This project aligns with roadway element Project 10, Valencia from Mission Road to Camino de Oeste, as well as the safety, ADA, and active transportation element.](#)
9. *Using both best- and worst-case scenarios for funding availability, what is the amount of funding requested by fiscal year, fund source, amount, and phase (please complete both tables below)?* [See tables below.](#)
10. *Please describe how the project is still viable if it does not receive full funding. It is possible that only partial awards will be granted due to factors such as (1) the CRP program is only funded partially in FFY 2027 and/or (2) competition, where funding requests between TPC member agencies exceed the anticipated available amounts.*
[If the project is not fully funded, the project may need to be re-scoped to remove certain project elements.](#)
11. *Please provide a brief project description, including purpose and need.*
[This project will construct on-street bike lanes, multi-use paths, sidewalks, and protected intersections along Valencia Road, between Camino de la Tierra and Mission Road. The existing roadway lacks continuous sidewalks and pedestrian and bicycle facilities for all ages and abilities. Crash rates are higher than average and include six fatalities from 2019-](#)

2023. The intersections of Camino de la Tierra, Cardinal, and Westover/Hildreth Avenue are designed as “protected intersections” with specific design features (curbing, medians, signage, etc.) to facilitate and improve pedestrian and bicycle crossings. These multi-modal facilities are needed to increase safety and provide access to residential, commercial and mixed-used areas. The project is located within and adjacent to Areas of Persistent Poverty and Historically Disadvantaged Communities, the majority of which are Hispanic and Native American.

Best case scenario (i.e., full year of CRP funding)

Fiscal year (i.e., FY 2027)	Project phase (i.e., study, design or construction)	Amount of CRP funding requested	Amount of non-federal match (must be at least 5.7% of total project cost)*	Source of the non-federal match (i.e., local or RTA)**	Total of federal and non-federal Match
FY27	Construction	\$5,490,281	\$331,862	RTA	\$5,822,143
TOTALS		\$5,490,281	\$331,862	RTA	\$5,822,143

Worst case scenario (i.e., Partial year funding)

Fiscal year (i.e., FY 2027)	Project phase (i.e., study, design or construction)	Amount of CRP funding requested	Amount of non-federal match (must be at least 5.7% of total project cost)*	Source of the non-federal match (i.e., local or RTA)**	Total of federal and non-federal Match
FY27	Construction	\$2,745,140.50	\$165,931	RTA	\$2,911,071.50
FY28	Construction	\$2,745,140.50	\$165,931	RTA	\$2,911,071.50
TOTALS		\$5,490,281	\$331,862	RTA	\$5,822,143

*To calculate the 5.7% non-federal match to be covered by the RTA, divide the federal amount by 94.3% and multiply the result by 5.7% (Federal amount/ 0.943) * 0.057)

**Must align with the RTA Plan and Administrative Code to be considered an RTA project eligible for RTA match. Otherwise, other, non-federal sources should be used, such as local.

Transportation Planning Committee

Wednesday, Oct. 21, 2026

Subject:	PAG Short Range Transit Plan (SRTP) Update
Agenda Item #:	6
Agenda Category:	Information
Associated OWP Work Element/Goal:	40 – Transportation Activities
Suggested Motion/Action:	None.

SUMMARY

PAG/RTA has recently completed the process of selecting a consultant, KFH Group, to complete the regional Short Range Transit Plan (SRTP). The goal of this plan is to evaluate the existing transit services and establish a 5-year plan that details how to maintain the most efficient and effective operations while staying within the current regional budget. This plan is expected to be completed by March 2027.

PRIOR BOARD AND/OR COMMITTEE ACTION

Authorization of the RTA Executive Director to negotiate a contract with KFH Group to conduct the regional Short Range Transit Plan (SRTP) was approved by the PAG Regional Council on August 6, 2026.

FINANCIAL CONSIDERATIONS

This plan will be funded through the Federal Transit Administration's Section 5305(e) grant award, which provides a federal match amount of \$185,023. The RTA will be providing a local match amount of \$14,977. The total cost of this project will be \$200,000

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

None.

ADDITIONAL BACKUP INFORMATION (ATTACHMENTS)

Project scope of work and final contract.

STAFF CONTACTS

Mary Carter: (520) 495-1424

Preston McLaughlin: (520) 495-1415

Philana Jeremiah, Ph.D.: (520) 495-1475

SCOPE OF WORK

PROJECT NAME	Short Range Transit Plan
COMPANY NAME	Pima Association of Governments
POINT OF CONTACT	Philana A. Jeremiah, PhD
PHONE	520-495-1475
EMAIL	pjeremiah@pagregion.com
COMPANY MAILING ADDRESS	PAGregion.com
PROJECT LOCATION	Pima County
AUTHOR	Philana A. Jeremiah, PhD
DATE	8/31/2026

Scope of Work

The Pima Association of Governments (PAG) is seeking 5305 (e) grant funding to support a crucial initiative in updating the regional Short-Range Transit Plan (SRTP) for the greater Tucson metropolitan area and western Pima County. The SRTP will serve as a five-year blueprint for guiding investment, service design, and regional coordination across the Sun Tran, Sun Link, and Sun Shuttle transit systems.

This planning effort will integrate the findings and recommendations of the Move Tucson Transportation Master Plan (2021), the Regional Comprehensive Operational Analysis (COA) (2024), the PAG Regional Microtransit study (2025), and RTA Long-Range Regional Transit Plan (2020) into one cohesive, fiscally constrained program. The hired consultant will also analyze current service performance, travel demand, and demographic trends; evaluate service alternatives; and identify short-term capital and operating priorities consistent with federal and state planning emphasis areas in equity, safety, climate, and performance-based decision-making. Additionally, this plan will analyze the feasibility of consolidating all regional transit services into one unified provider and operating the system in-house instead of contracting out to a 3rd party provider.

The total project cost is \$200,000. \$185,023.00 in federal 5305(e) funding and a \$14,977 local match provided by PAG.

Project Deliverables

The key objectives for this planning study are to:

- Review and synthesize recent regional and jurisdictional transit plans, studies, data, and prior outreach to establish the SRTP planning baseline without duplicating recently completed existing-conditions work.
- Confirm remaining transit needs and service gaps across the region through targeted analysis and stakeholder/public engagement, with attention to accessibility, ADA needs, rural and tribal communities, Language Access Plan populations, and other transit-dependent populations.
- Develop and evaluate fiscally constrained service scenarios based on the new RTA Next Budget and near-term capital needs that improve service efficiency, reliability, accessibility, and regional connectivity, incorporating applicable TAM, PTASP, ADA, and Title VI considerations.
- Prepare a five-year fiscally constrained financial, capital, and implementation plan (FY27-FY31) that identifies operating and capital costs, funding assumptions, priorities, and a phased strategy for implementing recommended improvements.
- Prepare a substantially complete draft Regional Short-Range Transit Plan for PAG/RTA review by March 1, 2027, including key findings, service recommendations, financial and capital priorities, and an implementation schedule.
- Prepare the final Regional Short-Range Transit Plan after PAG/RTA, Steering Committee, jurisdictional, and stakeholder review, including an executive summary, presentation materials, supporting documentation, maps, and GIS data.
- Identify operational and coordination considerations that may affect implementation of recommended service strategies, document any related implications for regional service delivery and implementation.

MILESTONES

DELIVERY DATE	TASK
Sep 11, 2026	Finalize and execute the consultant contract and issue Notice to Proceed.
September 2026	Finalize the detailed project schedule, data/document needs, Steering Committee coordination, and standing biweekly project check-ins.
September-October 2026	Review and synthesize existing plans, studies, datasets, and prior engagement findings; identify only the supplemental analysis needed for the SRTP.
October-December 2026	Conduct targeted stakeholder/public engagement and confirm remaining transit needs and service gaps.
November 2026-January 2027	Develop and evaluate fiscally constrained service scenarios, near-term capital needs, and applicable accessibility, TAM, PTASP, ADA, and Title VI considerations.
December 2026-February 2027	Develop the five-year fiscally constrained financial, capital, and implementation plan and phased recommendations.
March 1, 2027	Submit a substantially complete draft Regional SRTP for PAG/RTA, Steering Committee, jurisdictional, and stakeholder review.
March-May 2027	Address review comments, complete required presentations/approvals, and submit the final Regional SRTP.

STAKEHOLDERS

NAME & TITLE	ROLE / RESPONSIBILITY
Philana A. Jeremiah, PhD- Transportation Planning Coordinator	Project Manager
Preston McLaughlin-Transportation Mobility Manager	Provide guidance on the implementation of the Short-Range Transit Plan
Mike Ortega – PAG Executive Director	Executive oversight and authorization of deliverables
Sam Credio	Representee for City of Tucson Director of Transportation & Mobility
Andy Bemis	Representative for City of Tucson Transportation & Mobility Deputy Director
Jonathan Crowe – Principal Planner for Pima County	Representative for Pima County

ESTIMATED COST

EXPENSE	DESCRIPTION	COST
INTERNAL LABOR	Internal labor costs for PAG's transit team	\$ 0
EXTERNAL LABOR	External labor costs for hired consultant for data collection, analysis, and report preparation	\$ 191,941
SERVICES	Advertising, outreach, engagement materials	\$ 7,800
OTHER PROJECT COSTS	Miscellaneous available costs	\$ 259
TOTAL		\$ 200,000

APPROVAL

PROJECT OWNER	Pima Association of Governments (PAG)
PROJECT MANAGER	Philana A. Jeremiah, PhD
SIGNATURE	<i>Dr. Philana A. Jeremiah</i>
DATE	10/21/2025

PIMA ASSOCIATION OF GOVERNMENTS
MASTER CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into by and between Pima Association of Governments (PAG) referred to as PAG in this Contract, and **KFH Group, Inc.**, referred to as Contractor in this Contract.

WITNESSETH:

WHEREAS PAG has been designated a Metropolitan Planning Organization, pursuant to Title 23, Section 134 of the United States Code; Title 23, Section 450.300 of the Code of Federal Regulations, and Executive Order No. 70-2, dated July 8, 1970, by the Governor of the State of Arizona;

WHEREAS PAG receives state and federal funding pursuant to PAG's Grant Agreement with the State of Arizona, through the Arizona Department of Transportation [the "ADOT Agreement"];

WHEREAS the ADOT Agreement can be viewed on PAG's website at <https://pagregion.com/> and all of its applicable terms are incorporated herein by this reference as if fully set forth herein;

WHEREAS PAG desires to engage the Contractor to perform professional services as specified in this Contract;

WHEREAS the Contractor represents that it is fully able and professionally qualified to perform said services; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, PAG does hereby engage the Contractor and the Contractor does hereby accept engagement in accordance with the terms and conditions of the ADOT Agreement and the additional terms and conditions that follow:

A. SCOPE OF WORK

See **APPENDIX A**, incorporated herein by this reference.

B. SPECIAL TERMS AND CONDITIONS

1) Key Personnel:

PAG Project Manager: Preston McLaughlin, Mobility Manager with PAG, will serve as the PAG Project Manager and PAG primary contact.

Principal in Charge and Contractor's Project Manager: **Dan Dalton, Principle Planner**, an officer of the Contractor, will serve as the Principal in Charge and will have the authority to commit resources necessary to complete the Scope of Work and be ultimately responsible for satisfactory execution of all work tasks.

Philana A. Jeremiah, PhD will additionally serve as the primary contact with the PAG Project Manager, **Preston McLaughlin**. The Contractor's Project Manager's responsibilities will include coordination and management of day-to-day work, development and production of all deliverables, reviewing and responding to PAG inquiries and comments, and tracking the status of the Contract budget and schedule.

PAG Executive Director: Michael J. Ortega, P.E. the Executive Director of PAG, will serve as the PAG Executive Director as defined in this Contract.

- 2) **Compensation:** For the services contemplated in the Agreement, PAG shall pay the Contractor the agreed upon amount as detailed in the Scope of Work and schedule **APPENDIX A**.
- 3) **Performance Schedule:** The work shall be completed, and all deliverables shall be submitted to the PAG Project Manager in a timely manner. This Contract term will begin September 11th, unless otherwise amended at the sole option of PAG.
- 4) **Insurance:** The Contractor shall obtain insurance as specified in the ADOT Agreement, section 21.0., and as described below and keep such coverage in force throughout the life of the Contract, and until all of Contractor's obligations have been discharged. All policies must contain an endorsement providing that written notice be given to PAG and ADOT at least thirty (30) calendar days prior to suspension, termination, material change or cancellation in coverage in any policy. Except for professional liability and workers' compensation insurance, the liability insurance policy(s) shall include ADOT and PAG as an additional insured parties with respect to liability arising from the Contract. The Contractor agrees that its insurance will be primary, and that any insurance carried by ADOT or PAG will be excess and non-contributing.

<u>Coverage Required</u>	<u>Minimum Limits of Liability</u>
Workers' Compensation	\$ Statutory
Employees' Liability	\$ 1,000,000.00

Professional Liability (Errors and Omissions)	\$	1,000,000.00
General Aggregate Liability	\$	2,000,000.00
Products – Completed Operations	\$	1,000,000.00
Personal and Advertising Injury	\$	1,000,000.00
Vehicles	\$	1,000,000.00

The Contractor must present to the PAG Procurement Officer written evidence (Certificates of Insurance) of compliance with these insurance requirements prior to the start of work and shall satisfy PAG regarding their adequacy. All coverage for Contractor's subcontractors shall be subject to the minimum insurance requirements identified above. The policies shall contain a waiver of subrogation endorsement in favor of the State of Arizona, PAG, and their departments, agencies, boards, commissions, universities and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- 5) Summary Progress Reporting Requirements:** The Contractor shall prepare and submit summary progress reports to the PAG Project Manager on the 1st of each month or as otherwise requested by the PAG Project Manager.

C. GENERAL TERMS AND CONDITIONS

1) Key Terms and Definitions:

- a. **PAG:** Pima Association of Governments, 1 East Broadway Blvd, Ste. 401, Tucson, AZ 85701
- b. **Contract:** This legal document executed between PAG and the Contractor, which incorporates all applicable provisions of the ADOT Agreement.
- c. **Disadvantaged Business Enterprises (DBE):** DBEs are for-profit small businesses where socially and economically disadvantaged individuals own at least 51% interest and also control management and daily business operations.
- d. **May:** Indicates an action that is recommended, but not mandatory
- e. **PAG Project Manager:** The PAG employee who is responsible for overseeing the Contractor's performance under this Contract.
- f. **Shall, Must and Will:** Indicate an action that is mandatory.
- g. **Should:** Indicates an action that is recommended, but not mandatory.

- 2) Termination:** PAG, upon certification of the PAG Executive Director, without prejudice to any other right or remedy of PAG, and after giving the Contractor ten (10) working days written notice, may terminate the Contract with the Contractor. Such termination will apply to all work, or any part thereof, identified by PAG, and may occur for any reason, including, but not limited to, the following reasons:

- a. The Contractor is adjudged bankrupt.
 - b. The Contractor persistently or repeatedly refuses or fails to perform in accordance with the requirements of the Contract.
 - c. The Contractor abandons the work, or unnecessarily or unreasonably delays the work.
 - d. Funds are not appropriated or are otherwise unavailable to PAG, including matching funds from any source and grant funds.
 - e. The Contractor is found by PAG to have a conflict of interest as contemplated by Arizona Revised Statutes § 38-511.
 - f. The Contractor refuses to correct, at the Contractor's sole expense, any portion of the work product determined by the PAG Project Manager to be deficient.
 - g. The Contractor fails to comply with any of the applicable terms of the ADOT Agreement.
 - h. PAG determines that termination is in the best interest of PAG.
- 3) Records:** Internal control over all financial transactions related to the Contract shall be in accordance with the ADOT Agreement and other sound fiscal policies. PAG or ADOT may, at reasonable times and places, audit the books and records of the Contractor, or any and all of a subcontractors' records. Such audit shall be limited to the Contract and the execution of its Scope of Work
- 4) Arbitration:** It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply or be binding upon PAG except by PAG's express written consent given subsequent to the execution of the Contract. However, at PAG's sole option, or by other means expressly approved by PAG, disputes may be resolved through arbitration. The dispute may be resolved as provided for in Arizona Revised Statutes Section 12-1501 et seq. The Contractor shall continue to render the services required by the Contract without interruption, notwithstanding the provisions of this section, unless otherwise directed by PAG or ADOT.
- 5) Independent Contractor:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- 6) Non-Exclusive Contract:** This Contract is awarded with the understanding and agreement that it is for the sole convenience of PAG. PAG reserves the right to obtain like goods and services from another source at PAG's convenience.
- 7) Patents and Copyrights:** Except as may otherwise be required by the ADOT Agreement or applicable federal law regarding patents [37 CFR 401.14 except for § 401.14(g)], all

services, information, computer program elements, reports and other deliverables which may have a potential copyright or patent value, and which are created under the Contract, shall be the property of PAG and shall not be used by the Contractor or any other person except with the prior written permission of PAG.

8) Commencement of Work: The Contractor shall begin work activities only after receiving PAG's Notice to Proceed from the PAG Project Manager. The Contractor shall complete all work to the reasonable satisfaction of PAG in accordance with the Scope of Work.

9) Confidentiality of Records: The Contractor shall establish and maintain procedures and controls that are acceptable to PAG for the purpose of assuring that no information contained in its records or obtained from PAG or from others in carrying out functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to PAG. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PAG or as required by law.

10) Certification: By signature on the Contract, the Contractor certifies that:

- a. The submission of the offer did not involve collusion or anti-competitive practices.
- b. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a PAG officer or employee or to any public servant in connection with the submitted offer. Signing the Contract with a false statement in connection with this provision shall void the Contract and may result in PAG exercising other remedies under the law and the Contract.
- c. The Contractor hereby certifies that the individual signing the Contract is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.
- d. PAG is prohibited from making any award or permitting any award at any tier to any party which has not established and maintained its entity registration on the federal System for Award Management or one that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs pursuant to 2 CFR 200.213. Neither the Contractor nor any of its subcontractors is debarred, suspended or otherwise ineligible to receive state or federal funds. Contractor will review the Exclusions available at

<https://sam.gov/content/entity-information> and assure that it and its subcontractors establish and maintain entity registration on the System for Award Management before entering into any covered contracts.

11) Gratuities: PAG may, by written notice to the Contractor, cancel the Contract if it is found that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of PAG who amended or made any determinations with respect to the performance of the Contract. In the event that the Contract is canceled by PAG pursuant to this provision, PAG shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

12) Conflict of Interest: PAG may cancel the Contract for conflicts of interest as though it were a political subdivision pursuant to ARS § 38-511.

No member of the governing body of PAG, and no other officer, employee or agent of PAG or its member jurisdictions who exercise any function or responsibility in connection with planning or carrying out work or services under this Contract, nor any relative thereof, shall have any substantial interest, direct or indirect, in this Contract or subcontract, or to the proceeds thereof. The Contractor shall take appropriate steps to assure compliance with this provision.

13) Applicable Law: The laws of the State of Arizona and the federal government shall govern this Contract, and suits regarding this Contract shall be brought only in Federal or State courts in the State of Arizona. Venue and jurisdiction for any suit or other dispute resolution proceeding shall be in Pima County, Arizona.

14) Contract Terms and Conditions: The Recitals appearing on the first page of this Contract are incorporated herein as binding Contract terms. PAG reserves the right to clarify any contractual terms or conditions with the concurrence of the Contractor; however, any substantial non-conformity in the Contract, as determined by PAG, shall be deemed non-responsive and the Contract terminated. This Contract, with the incorporated applicable provisions of the ADOT Agreement, contains the entire agreement between PAG and the Contractor relating to the work and services provided hereunder and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

15) Contract Amendments: The Contract shall be modified only by a written Contract amendment signed by PAG's Executive Director and persons duly authorized to enter into contracts on behalf of the Contractor. While amendments are discouraged, they may be considered when PAG adds related work to the original Scope, or when PAG and the

Contractor agree that changes to the nature of one or more tasks are sufficient to warrant modification of the Scope. PAG, at its sole discretion, may choose to issue a new RFP for such work, rather than provide a Contract amendment. Amendments may also be required to extend the term of the Contract. Any work performed by the Contractor without an appropriate amendment shall be at the Contractor's sole cost.

16) Assignment – Delegation: No right or interest in the Contract shall be assigned by the Contractor without prior written permission of PAG, and no delegation of any duty of the Contractor shall be made without the prior written permission of the PAG Project Manager. PAG shall not unreasonably withhold approval and shall notify the Contractor of PAG's position within fifteen (15) days of receipt of written notice by the Contractor.

17) Rights and Remedies: No provision in this Contract shall be construed, either expressly or by implication, as a waiver by PAG of any existing or future right and/or remedy available by law in the event of any claim of breach of contract or default. The failure of PAG to insist upon the strict performance of any term or condition of the Contract, or to exercise, or to delay the exercise of, any right or remedy provided in the Contract or by law, shall not be deemed a waiver of the right of PAG to insist upon strict performance of the Contract.

18) Indemnification:

- a. The Contractor shall indemnify, defend and hold PAG harmless from any and all claims, demands, suits, actions, proceedings, loss costs and claims, and damages of every kind and description, including claims for copyright, patent and trademark, and including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against the Contractor, PAG, any of PAG's officers, directors and employees, or any person, regardless of who makes the claim, to the extent that they result from the negligent or wrongful acts of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Contract. The Contractor's obligation under this section shall not apply to any damages caused by the sole negligence of PAG or its employees. The indemnification provided in this section shall survive termination of this Contract. The minimum limits and types of insurance provided for in Section B3 shall not limit the scope and extent of indemnity hereunder. The indemnities provided in this Section shall survive termination of this Contract.
- b. In addition, pursuant to the ADOT Contract, Contractor shall indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising from this Contract, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses

(including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, hereinafter referred to as "Claims") for bodily or personal injury including, but not limited to, death, or loss or damage to tangible or intangible property including claims for copyright, patent and trademark, caused, or alleged to be caused, in whole or in part, by the negligent or wrongful acts or omissions of Contractor or any of the directors, officers, agents, employees or subcontractors of Contractor. This indemnity includes any claim or amount arising from or recovered under the Workers' Compensation law or arising from the failure of Contractor to conform to any federal, state or local laws, statutes, ordinances, rules, regulations, or court decrees. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. The indemnities provided in this Section shall survive termination of this Contract.

19) Force Majeure: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and that occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall promptly notify the other party in writing of such delay and shall specify the cause(s) of the delay in the notice. The notice shall be hand-delivered or mailed via certified mail with a return receipt, and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause the delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results.

20) Right to Assurance: Whenever PAG has reason to question the Contractor's intent or ability to perform, PAG may demand that the Contractor give written assurance of its intent or ability to perform. In the event that such a demand is made, and no written assurance is given within five (5) business days, PAG may treat this failure as an anticipated breach of contract.

21) Advertising: The Contractor shall not advertise or publish information concerning the Contract without prior written consent of PAG.

22) Right to Inspect: PAG may, at reasonable times and at PAG's expense, inspect the place of business of the Contractor or any subcontractor that is directly or indirectly related to the performance of the Contract as awarded or proposed to be awarded.

23) Quality of Materials, Services and Deliverables; Disclaimer Statement: All materials, services and other deliverables are subject to acceptance by PAG. Materials, services or other deliverables (either interim or final) that fail to conform to the specifications of the Contract or which are deemed to be substantially deficient by the Project Manager shall be returned to the Contractor for remedy. If so returned, all costs to remedy the deficiency or deficiencies shall be the responsibility of the Contractor. Should the Contractor dispute the Project Manager's decision regarding the quality of the work product at issue, the Contractor may appeal the Project Manager's decision, through the PAG Deputy Executive Director, to the PAG Executive Director. The decision of the PAG Executive Director shall be final. In the event the PAG Executive Director should find the work product at issue to be deficient, and the Contractor refuses to correct the work product at the Contractor's sole cost, the PAG Executive Director may invoke the remedies set forth in this Contract for noncompliance.

Any reports and maps completed under this Contract shall contain the following statement: "This report was funded in part through grant(s) from the Federal Highway Administration and/or Federal Transit Administration, U.S. Department of Transportation via the Arizona Department of Transportation. The contents of this document reflect the views and opinions of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Pima Association of Governments, U.S. Department of Transportation, the Arizona Department of Transportation, or any other State or Federal Agency. This report does not constitute a standard, specification or regulation."

24) Exclusive Possession: All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of PAG and shall not be used or released by the Contractor or any other person except with prior written permission of PAG.

25) Title and Risk of Loss: The title and risk of loss of material or service shall not pass to PAG until PAG actually accepts the material or service at the point of delivery, unless otherwise provided within this Contract.

26) Default in One Installment to Constitute Total Breach: The Contractor shall deliver conforming work or materials in each installment or lot of the Contract and may not substitute non-conforming work or materials. Delivery of non-conforming work or

materials, or default of any nature, shall, at the option of PAG, constitute a breach of the Contract as a whole.

27) Liens: All materials, services and other deliverables supplied to PAG under this Contract shall be free from all liens other than the security interest held by the Contractor until payment in full is made by PAG. Upon request of PAG, the Contractor shall provide a formal release of all liens.

28) Licenses and Compliance with Laws: The Contractor, and its subcontractors, shall maintain in current status all Federal, State and local licenses and permits required for the performance of the work hereunder and operation of the business conducted by the Contractor as applicable to the Contract, throughout its duration. The Contractor and any subcontractors shall fully comply with all applicable federal, state and local laws and all grant funding requirements contained in the ADOT Agreement in performing hereunder. Without limiting the generality of the forgoing, sections 30.0 and 31.0 of the ADOT Agreement, listing specific state and federal laws and regulations which may be applicable to this Contract, are specifically incorporated herein.

29) Compliance with Regulations: The Contractor (hereinafter includes Consultants) will comply with the Acts and 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, including all applicable provisions of the ADOT Agreement.

30) Non-Discrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on grounds of race, color, gender 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 expressly 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. Contractor shall comply with all applicable non-discrimination statutes and authorities provided in Title VI, Appendix E.

31) Solicitations for Subcontracts, including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or by 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, gender or national origin.

32) Participation in ADOT Local Public Agency DBE Data Collection and Reporting

System: Projects using federal funding require that the consultant, as well as any sub-consultants, register as a "vendor" in the ADOT Local Public Agency DBE Data Collection and Reporting System. The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, and the implementing regulations, hereby notifies all contractors that it will affirmatively ensure disadvantaged business enterprises will be afforded full and fair opportunity, and will not be discriminated against on the grounds of race, color, or national origin.

33) DBE Reporting: The federal government and ADOT maintain and mandate participation in a DBE program, which is intended to remedy past and current discrimination against disadvantaged businesses. The DBE program ensures a "level playing field" and fosters equal opportunity in all DOT-assisted contracts.

Federal projects with a DBE goal require that the consultant and DBE sub-consultants use the ADOT reporting system (<https://arizonalpa.dbesystem.com/>) to show the making/receipt of timely payments.

34) DBE Verification: During the life of the contract, PAG and/or ADOT may conduct visits as necessary to verify that the DBE consultants listed on the project are in fact providing the work indicated. Should a DBE sub-consultant identified in the proposal not perform up to standard, the consultant shall contact the ADOT Civil Rights Office or the PAG Contract Officer for possible alternatives before terminating the sub-consultant contract. Possible courses of action include, but are not limited to, replacing of the DBE with another DBE or the reduction of the DBE goal, depending on the progress of the project and the availability of qualified DBE consultants. The consultant shall submit at the completion of the project the "Certification of Payments to DBE Firms" affidavit for each DBE working on the project.

35) Information and Reports: The Contractor will provide all information and reports required by the Acts, Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts and other sources of information, and its facilities, as may be determined by PAG, the *Federal Highway Administration or Arizona Department of Transportation* to be pertinent to ascertaining 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 PAG, the *Federal Highway Administration, or Arizona Department of*

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

36) Sanctions for Noncompliance: In the event of Contractor's non-compliance with the Non-discrimination provisions of this Contract, PAG 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 the Contract in whole or in part.

37) Incorporation of Provisions: The Contractor will include the provisions of Sections 28, 30, 31, 32, 33, 37, 38 and 39 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant hereto. The Contractor will take action with request to any subcontract or procurement as PAG, the *Federal Highway Administration or Arizona Department of Transportation* may direct as a means of enforcing such provisions including sanctions for non-compliance. 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 PAG to enter into any litigation to protect the interests of PAG. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

38) Americans with Disabilities Act: The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, U.S.C. 12101-12213) and applicable Federal regulations under this Act.

39) Method and Schedule of Payment: The method and schedule of payment is subject to the requirements and restrictions of PAG and the funding agencies.

PAG agrees to reimburse the Contractor up to the sum specified in the proposal, which constitutes full and complete compensation for the Contractor's services.

PAG's normal policy is to process invoices requesting payment for work done within thirty (30) calendar days upon satisfactory delivery of products, services and/or goods, as well as receipt of properly completed invoices and the necessary Project Manager approvals. Written progress reports shall accompany each billing and shall specify the percentage of Contract work completed. Each itemized invoice must bear a written certification by the authorized PAG Project Manager confirming satisfactory progress or completion of services for which payment is requested.

Invoices for payment will be submitted by task and line item as presented with each delivery. Additional documentation may be required from time to time.

Invoices for payment will be submitted by mail to:

PIMA ASSOCIATION OF GOVERNMENTS (PAG)
Attn: Accounts Payable
1 East Broadway Blvd., Suite 401
Tucson, AZ 85701

OR
Finance@pagregion.com

Costs incurred by the Contractor as a result of any changes by PAG and/or the Contractor outside of the Scope of Work of this Contract will not be allowed for reimbursement under this Contract unless such changes and related costs were approved by PAG in writing prior to the Contractor's incurring such costs.

Payment to the Contractor in advance of the Contractor incurring costs for authorized work to be performed under the Scope of Work of this Contract is prohibited unless PAG makes a written determination prior to the payment that an advance payment is in PAG's best interest.

- 40) Equipment Maintenance:** The Contractor must maintain all equipment, as applicable, in good working order throughout the length of the project and must repair or replace any unsafe or inoperable equipment without delay.
- 41) Safety:** The safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 651-678) as promulgated by the Federal government, and as implemented by the State of Arizona, apply to all work performed under the proposed Contract. The Contractor will be solely responsible for implementing and enforcing the safety requirements of this Act at all times.
- 42) Retention of Records:** The Contractor shall retain all work materials and records related to the performance of the Scope of Work of the Contract for a period of not less than five (5) years after the final payment is made under the Contract.
- 43) Right to Financial Audit:** PAG retains the right to audit at reasonable times and places the financial books and records of the Contractor relating to the performance of the Contract for a period of not less than five (5) years after the final payment is made under the Contract.

44) Assignment of Principals: The Contractor shall maintain the assignment of its Principals as shown in B1. Prior written permission shall be obtained from the PAG Project Manager for any change in these assignments. PAG will notify Contractor if PAG changes its Project Manager.

45) Lobbying: If this Contract exceeds \$100,000.00, the Contractor shall complete the Lobbying Certification and, when appropriate, the Disclosure of Lobbying Activities Form, both of which are attached hereto.

46) Compliance with Immigration Laws: As mandated by Arizona Revised Statutes (ARS) section 41-4401, PAG is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A). PAG must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and ARS § 23-214. Therefore, in signing or performing this Agreement for PAG, the Contractor fully understands that:

- a. It warrants that both it and any subcontractors it may use will comply with all federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A);
- b. A breach of the warranty described in subsection A of ARS § 23-214 shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and
- c. PAG or its designee retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under subsection A of ARS § 23-214.

47) No Boycott of Israel: Pursuant to ARS section 35-393.01, PAG may not enter into a contract with a contractor, unless the contractor certifies that the contractor is not currently engaged in, and agrees not to engage in, a boycott of goods or services from Israel. Contractor's signature below serves as this certification.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date signed by the PAG Executive Director.

Pima Association of Governments

Michael J. Ortega, P.E.

As PAG Executive Director and Not Personally



Date: 09/09/2026

CONTRACTOR

Chirag Patel, President

KFH Principal



Digitally signed by Chirag Patel
Date: 2026.09.09 12:19:16 -04'00'

Date: 9/9/26

Transportation Planning Committee

Wednesday, Oct. 21, 2026

Subject:	FY 2028 – FY 2032 PAG Transportation Improvement Program (TIP) Development Cycle: Kickoff Meeting
Agenda Item #:	7
Agenda Category:	Information
Associated OWP Work Element/Goal:	• Work Element 40: Regional Transportation Planning • Work Element 41: Transportation Programming and Finance
Suggested Motion/Action:	None

SUMMARY

As directed by the Regional Council, the PAG TIP Development process will return to an annual process. With respect to the recency of the passage of RTA Next (RTA2) and the magnitude of changes that accompany the new plan, the kickoff meeting is intended to identify future meeting dates, review objectives and unique considerations for this transitional year, as well as to identify efficiencies that will contribute to a more conventional, sustainable annual process in future years.

PRIOR BOARD AND/OR COMMITTEE ACTION

None.

FINANCIAL CONSIDERATIONS

Initial RTA2 project lists, due Oct. 19, 2026, will be reviewed and evaluated against regional fund availability as a part of the statutory requirement to demonstrate financial constraint in the first four years of the TIP.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

PAG develops the TIP in a manner consistent with federal regulations for metropolitan transportation planning as described in 23 CFR §450.326.

ADDITIONAL BACKUP INFORMATION (ATTACHMENTS)

None.

STAFF CONTACTS

Adam Ledford: (520) 792-1093 ext. 4434

Jamie Brown: (520) 792-1093 ext. 4473

Transportation Planning Committee

Wednesday, Oct. 21, 2026

Subject:	Updates related to the Transportation Improvement Program (TIP)
Agenda Item #:	8
Agenda Category:	Information
Associated OWP Work Element/Goal:	• Work Element 40: Regional Transportation Planning • Work Element 41: Transportation Programming and Finance
Suggested Motion/Action:	Information only

SUMMARY

As the region's designated metropolitan planning organization (MPO), PAG is responsible for developing and maintaining the federally required transportation improvement program (TIP). Staff will be available to provide updates on TIP-related activities.

This is a standing agenda item.

PRIOR BOARD AND/OR COMMITTEE ACTION

None.

FINANCIAL CONSIDERATIONS

None.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

PAG develops the TIP in a manner consistent with federal regulations for metropolitan transportation planning as described in 23 CFR §450.326.

ADDITIONAL BACKUP INFORMATION (ATTACHMENTS)

None.

STAFF CONTACTS

Jamie Brown, (520) 792-1093, ext. 4473

Adam Ledford, (520) 792-1093, ext. 4434

Transportation Planning Committee

Wednesday, Oct. 21, 2026

Subject:	FY 2028 and FY 2029 PAG Overall Work Program Development Process
Agenda Item #:	9
Agenda Category:	Information
Associated OWP Work Element/Goal:	• All work elements
Suggested Motion/Action:	None.

SUMMARY

As a federally designated metropolitan planning organization (MPO), PAG is required to describe its planning priorities and activities in its Overall Work Program, or OWP, to be carried out in the next two fiscal years. The process to develop the OWP takes several months, culminating in approval by the Regional Council in May. As described in 23 CFR 450.308, contents of the OWP include a broad description of the anticipated activities and work products, with information about time frames, costs, fund sources, and who will perform the work.

PRIOR BOARD AND/OR COMMITTEE ACTION

None.

FINANCIAL CONSIDERATIONS

Anticipated revenues from federal, state, and local sources will be incorporated within the OWP as its developed. Anticipated expenditures will also be included. The majority of PAG's funding received is from federal and state sources for eligible activities that support or directly relate to PAG's responsibility as the federally designated MPO.

Local funding from each of the PAG member agencies provides required matching dollars for federal funding sources. Additionally, this local match is used to fund activities

that are not eligible for other federal or state funds but required for unfunded state mandates such as water quality planning activities.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

The OWP serves as the basis for an agreement with ADOT, which describes the requirements of PAG as the federally designated MPO.

ADDITIONAL BACKUP INFORMATION (ATTACHMENTS)

Memo from PAG/RTA Executive Director on the priorities for the FY 2028 and FY 2029 OWP

STAFF CONTACTS

Michael J. Ortega: (520) 792-1093

Jamison Brown: (520) 495-1473

Date: September 30, 2026

To: PAG Staff

Cc: PAG Regional Council & RTA Board Members
PAG Management Committee
RTA Technical Management Committee (TMC)

From: Michael J. Ortega, P.E. 
Executive Director

Re: Priorities for the FY 2028 and FY 2029 PAG Overall Work Program (OWP)

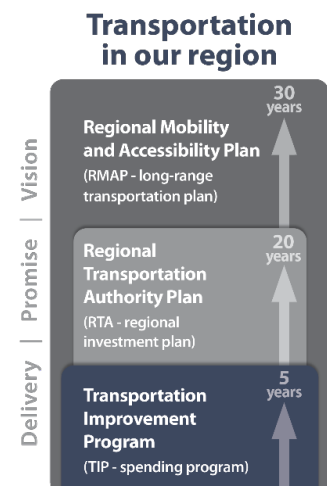
One of PAG's responsibilities as the federally designated Metropolitan Planning Organization (MPO) for Pima County is to develop a two-year work program that lays out the work, resources, and deliverables needed to carry out the region's transportation planning and programming responsibilities. For the FY 2028 and FY 2029 Overall Work Program (OWP), we will use the current OWP as our starting point and consider where we need to update our goals, strategies, work activities, and deliverables. We expect to complete the process in late May 2027 and will keep the appropriate committees informed and involved along the way.

With the recent approval of the 20-year RTA Next (also RTA 2) plan, this OWP cycle is especially important. We now have a clear plan and a clear expectation from voters that we deliver on it. The next two years will be important for building the capacity, processes, and ways of working that will allow us to deliver the RTA plan successfully. As we have discussed with the Regional Council and RTA Board, we need to increase our capacity, move projects forward faster, streamline our processes, and take a more active role in project and program delivery.

As we begin developing the next OWP, the following priorities should guide our work. The goal is to make sure the OWP reflects what it will really take—in staff time, resources, and organizational focus—to meet our federal responsibilities while also delivering on the commitments made in the RTA plan.

Continue to bring RTA and PAG work together

RTA and PAG have closely connected roles in regional transportation planning and programming. The RTA plan is a long-range regional transportation plan, but it also supports PAG's federally required MPO planning and programming responsibilities. In other words, RTA implementation is not a separate effort that sits alongside PAG's work—it is closely tied to what we do as an MPO. We should continue to plan and manage this work as an integrated effort. That means recognizing that the people working on these efforts are PAG/RTA staff, with responsibilities that often support both organizations.



Recognize both the size of the task and the pace required to get it done.

Implementing RTA 2 while finishing RTA 1 projects will require a significant increase in the amount of work we accomplish as a region. In recent years, annual expenditures have generally been in the \$50 million to \$70 million range. With RTA Next, that number needs to increase to approximately \$220 million per year. The OWP needs to reflect what it will take to make that happen, including the staff, resources, and work activities needed to support a much higher level of project and program delivery.

Project delays were a recurring concern we heard during public outreach for the RTA plan. We need to take that feedback seriously. For RTA Next, we cannot wait until the later years of the 20-year plan to get projects moving. Our goal is to deliver the RTA Next program within 18 years. Starting early and keeping projects moving will give us the best opportunity to meet that goal while leaving some room to deal with the unexpected challenges that inevitably come with a program of this size.

Take a more active role in delivering projects

Successfully implementing RTA Next will require us to change how we approach project delivery, and we've already started. We need to continue building our capacity, looking for new and creative ways to get projects moving, and taking a more active role in helping projects through the delivery process. Depending on the project and the agreements in place, that role may extend from planning and project development through design, right-of-way acquisition, construction, and close-out. The goal is not simply to help fund projects and provide general oversight, but to help make sure they get delivered.

Align the OWP with our commitments and capacity

The amount and pace of work required to implement RTA Next means we will need to be thoughtful about where we put our time and resources. The OWP should prioritize work that supports delivery of the RTA plan, fulfills our federally required MPO responsibilities, or meets our contractual commitments.

We know there are many important regional needs and many worthwhile initiatives. The challenge is making sure our work program and available staff capacity are aligned with the commitments and workload in front of us. For the next several fiscal years, we may need to adjust the timing or level of effort for some activities so that we have the capacity to meet these commitments and successfully deliver the RTA plan.