



RESOLUTION No. 15-549

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CENTRAL FEDERAL LANDS HIGHWAY DIVISION AND THE COUNTY OF NEVADA IN THE AMOUNT OF \$10,309,000 FOR THE DONNER PASS ROAD IMPROVEMENT PROJECT - DISTRICT 5, AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE THE AGREEMENT

WHEREAS, on January 13, 2015 the Board of Supervisors approved Resolution 15-021, authorizing the County's application for Federal Lands Access program (FLAP) funding for the Donner Pass Road Improvement Project; and

WHEREAS, On August 28th, 2015 the County received notification from the Central Federal Lands Highway Division (CFLHD) that the California FLAP Programming Decision Committee had accepted the project into the final program of projects; and

WHEREAS, the project includes pavement rehabilitation, shoulder widening for bike lanes where feasible, and paving of selected pullouts for 6.54 miles of Donner Pass Road in Nevada and Placer Counties from I-80 to the Truckee town limits; and

WHEREAS, total funding for the project is \$10,309,000 including federal funding in the amount of \$9,844,772; and

WHEREAS, Nevada County is required to provide a matching project contribution in the form of Toll Credits and \$310,000 in cash from State Exchange Dollars; and

WHEREAS, Placer County is required to provide a \$154,228 in local cash matching project contributions for the portions of work in Placer County; and

WHEREAS, while CFLHD will manage project design and construction (with County input), the County will act as the primary local contact on the project, including work on Donner Pass Road located in Placer County; and

WHEREAS, the County of Nevada will be responsible for CEQA compliance, right of way acquisition, bridge repairs on the Upper Castle Creek Bridge, replacement of damaged culverts, and, upon completion, ongoing maintenance of the road and compliance with the required NPDES permit; and

WHEREAS, Placer County has expressed support for the project and will enter into a separate Memorandum of Understanding with Nevada County in early 2016 to memorialize the terms of this Agreement, including Placer County's \$154,228 local cash match requirement; and

WHEREAS, funding for this project is included in the Fiscal Year 2015/16 thru 2019/20 budget for Roads Capital Improvements and is available in budget codes 1114-30154-702-1000/540711.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors hereby approves the Memorandum of Agreement with the Central Federal Lands Highway Division (CFLHD) for the Donner Pass Road Improvement Project in the amount of \$10,309,000 (including a \$310,000 matching County project contribution) and authorizes the Chair of the Board of Supervisors to execute the Agreement.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of December, 2015, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller,
Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: Julie Patterson Hunter

Edward C. Scofield
Edward C. Scofield, Chair

12/8/2015 cc: DPW*
AC*(hold)

8/16/2016 cc: DPW*
AC*(release)

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

Project / Facility Name: CA FLAP NEV 40(1) Donner Pass Road Improvements

Project Route: Donner Pass Road (Old US 40), Lincoln Highway

State: California

Counties: Nevada, Placer

Owner of Federal Lands to which the Project Provides Access: US Forest Service (Tahoe National Forest)

Entity with Title or Maintenance Responsibility for Facility: Nevada County and Placer County

Type of Work:

Pavement Rehabilitation for 6.54 miles of 2-lane asphalt and asphalt-over-concrete roadway.

Minor shoulder widening / addition of bicycle lanes where feasible.

Paving / repaving selected pullouts / parking areas.
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CEQA and NEPA documentation and environmental permitting
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Preliminary Engineering (including survey, pavement recommendations, and design), and Construction Engineering
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This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: CFLHD, Nevada County, US Forest Service (Note: Placer County involvement will be under a separate agreement between Nevada County and Placer County.)

The Program Decision Committee approved this project on August 28, 2015.

AGREED:


Chair, Nevada County Board of Supervisors

 12/8/15
Date

for 
Forest Supervisor, United States Forest Service – Tahoe National Forest

 2/2/16
Date

for 
Michael Davies, Director of Project Delivery, CFLHD

 2/17/16
Date

A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA/CEQA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Nevada County agrees to provide a matching share equal to 11.47% of the total cost of the project. Nevada County's portion of the match will be provided using Toll Credits and \$310,000 in cash and Placer County will provide \$154,228, as detailed more fully in section J below. The portion of the project in Placer County is not eligible for Toll Credits.

B. AUTHORITY

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

C. JURISDICTION AND MAINTENANCE COMMITMENT

Nevada County has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at their expense.

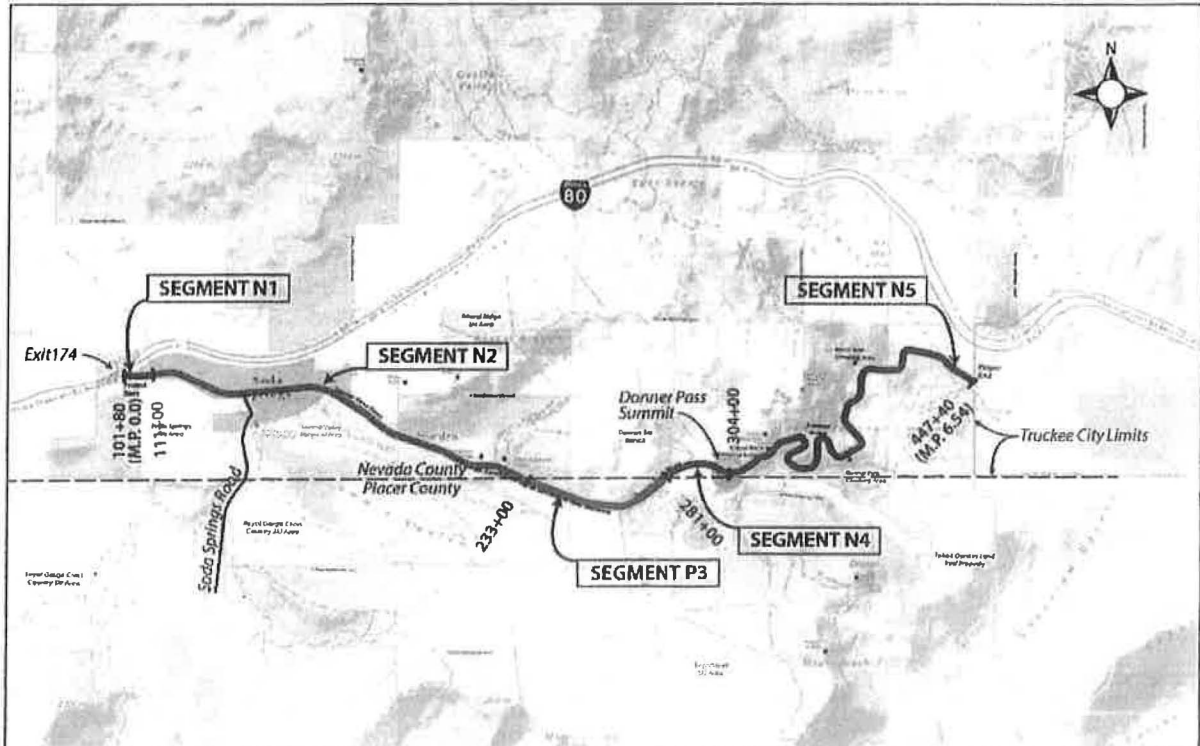
D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

Nevada County has coordinated project development with the US Forest Service, Tahoe National Forest. The US Forest Service, Tahoe National Forest, support of the project is documented on the Support Form of the California Access Program Project Application. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the US Forest Service, Tahoe National Forest.

E. PROJECT BACKGROUND/SCOPE

This project is located on a 6.54 mile segment of Donner Pass Road (Old US 40) beginning at the I-80 / Donner Pass Road interchange bridge in Soda Springs, CA (I-80 Exit 174), extending over Donner Pass, and ending at the Truckee, CA city limit east of the pass. Nevada County is the project applicant under the California FLAP, but the project area encompasses portions of both Nevada County and Placer County. Key elements of the project include comprehensive road rehabilitation, road widening to provide Class II bicycle lanes (Caltrans terminology) where feasible, and paving selected existing pullouts to improve parking for trailhead, rock climbing, and historical sightseeing access.

This segment of Donner Pass Road provides access to popular recreational facilities located in and around the Tahoe National Forest, such as the Pacific Crest Trail (PCT) and Donner Summit Canyon Trail; historic emigrant trails such as Roller Pass and Coldstream Canyon; the Black Wall and Donner Pass rock climbing sites; and many prehistoric and historic features located along the 20-Mile Museum, such as the Rainbow Bridge, the China Wall, Washoe Tribe petroglyphs, wagon train routes, and portions of the original transcontinental railroad. The PCT provides north and south access to numerous additional facilities in the Tahoe and Eldorado National Forests. Donner Pass Road is also a frequently used route for recreational bicyclists. The proposed road improvements would be economic generators for the Disadvantaged Community of Soda Springs, as well as Truckee, in addition to other area businesses such as the numerous cross-country and downhill ski facilities and lodges that take access from Donner Pass Road.



The purpose of this project is to remedy several ongoing challenges experienced by Nevada and Placer Counties along this segment of Donner Pass Road:

1. Moderate to severe roadway degradation that occurs as a result of extreme weather conditions in this high altitude pass, and that necessitates frequent maintenance.
(According to a Preliminary Engineering Study completed in October 2013, Donner Pass Road exhibits medium- to high-severity cracking with base failure repairs and stripping [the loss of bond between aggregates and asphalt binder]. The proposed improvements would improve the structural issues and reduce the amount of maintenance required on the road.
2. Safety issues for bicyclists and motorists due to lack of bicycle lanes, shoulders, and recovery zone;
3. Lack of access to trails and other recreational and historic sites in or near the Tahoe National Forest.

Proposed project construction elements include:

- Rehabilitate pavement.
- Widen the roadway (both sides west of the pass, westbound side only east of the pass) to provide 4' wide paved shoulders (with safety edge) serving as Class II bicycle facilities.
- Modify existing drainage facilities to accommodate the 4' wide paved shoulders
- Clean miscellaneous culverts
- Minor manhole and valve box adjustments
- Add guardrail where warranted
- Reset guardrail (both sides) over South Yuba River box culvert (structure 17C0050, at approximately station 114+50 / milepost 0.26) approximately 2' further from edge of traveled way
- Add concrete barrier (with standard metal guardrail approaches) across Upper Castle Creek Bridge (structure # 17C0051, located at approximately station 163+00 / milepost 1.16). Due to the unique bridge geometry and embankment conditions, concrete barrier should work in lieu of traditional bridge rails.
- Pave existing chain-up area pullout at approximate station 170+00 (milepost 1.3)
- Pave existing gravel pullout at the "airway station" by Donner Summit
- Repave existing paved parking area at the Rainbow Bridge. If possible, modify grades at ADA parking spot to meet standards.
- Pave existing gravel pullout at China Wall rock climbing area
- Replace road closure gates at the top and bottom of the pass to accommodate wider roadway
- Roadway striping
- Class II bike lane signing and striping

F. PROJECT BUDGET

Preliminary Engineering Costs	
FLAP	\$1,188,744
Match *	\$18,256
Total	\$1,207,000
Construction Engineering Costs	
FLAP	\$590,442
Match *	\$9,558
Total	\$600,000
Projected Construction Costs	
FLAP	\$8,065,586
Match *	\$436,414
Total	\$8,502,000
Total Cost of Proposed Project	
	Scoping
FLAP	\$9,844,772
Match *	\$464,228
Total	\$10,309,000

*Since 13.89% of the project corridor length is located in Placer County, the 11.47% match is calculated on 13.89% of totals equaling \$154,228. Nevada County will provide Toll credits and a total of \$310,000 in cash.

G. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
FHWA-CFLHD	<ul style="list-style-type: none">• Prepare NEPA environmental documents and make project decisions based on the NEPA documents• Provide peer review of CEQA documentation• Subject to the NEPA and CEQA decisions,<ul style="list-style-type: none">○ Obtain permits required for Federally constructed projects○ As necessary, prepare utility conflict and relocation plans○ As necessary, prepare temporary construction easement documents in support of Nevada County○ Prepare the 30%, 70%, 95%, and 100% PS&Es○ Advertise and Award the Construction Project○ Construct the project, including Construction Engineering	

Responsible Party	Product/Service/Role	Comments
Nevada County	<ul style="list-style-type: none"> • Obtain Memorandum of Understanding with Placer County to document each County's responsibilities with regard to this project. • Obtain local permits such as encroachment permits and other local government permits • Coordination, agreements and costs associated with utilities • Acquire temporary construction easements and right-of-way if required • Attend reviews and meetings • Prepare required CEQA documentation • Develop a public information program in coordination with FHWA, USFS, and Placer County, as required • Provide data on traffic, accidents, material sources, etc. • Review plans and specifications at each phase of the design and provide project development support • If required, collaborate with FHWA, USFS, Placer County, and other agencies • Assume responsibility of the NPDES permit after project completion • Bridge Repairs on Structure No. 17C0051 (Upper Castle Creek Bridge) • Replace damaged culverts prior to construction • Provide resolutions required by Board of County Supervisors • Provide long term maintenance and operation of the facility 	

H. ROLES AND RESPONSIBILITIES – SCHEDULE

Preliminary Schedule: This project is preliminarily programmed for construction funding in fiscal year 2019 based on availability of funding. The actual year funds are obligated for construction may change due to changes to the program. The estimated duration for 30-100% design, including NEPA and CEQA, is 14 months.

Responsible Lead	Product/Service/Role	Schedule Start-Finish	Comments
FHWA-CFLHD	NEPA	6/2016 – 5/2017	EA/FONSI Assumed
FHWA-CFLHD	Survey (Topographic Mapping)	6/2016 – 8/2016	
FHWA-CFLHD	Pavement Design	7/2016 – 12/2016	Supplemental work in addition to existing data
FHWA-CFLHD	30% Design	6/2016 – 11/2016	Support NEPA/CEQA
FHWA-CFLHD	70% Design	12/2016 – 3/2017	Includes construction specifications
FHWA-CFLHD	95% Design	4/2017 - 7/2017	Nevada County PS&E and Highway Design Standards Approvals after 95% review
FHWA-CFLHD	Final PS&E Documents	8/2017 – 9/2017	Programmed for FY 19, but will be ready as FY 17 and FY 18 backup project in FLAP
Nevada County	CEQA	6/2016 – 5/2017	FHWA Peer Review

- I. **PROPOSED DESIGN STANDARDS** Final design standards will be determined through the NEPA process.

Criteria		Comments
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Criteria		Comments
Standard	Nevada County Standard Drawings, California Manual on Uniform Traffic Control Devices, A Policy on Geometric Design of Highways and Streets, AASHTO Roadside Design Guide	Engineering judgement will be used to determine which standards will apply during design, as appropriate.
Functional Classification	Rural Major Collector	
Surface Type	Asphalt	
Design Volume	1,949	20 year projection from FLAP application

J. FUNDING

Fund Source	Amount	Comments
Title 23 program funds-Federal Lands Access Program (FLAP)	\$9,844,772	
Local Matching Share – Nevada County Segments	\$464,228	Includes Toll Credits; \$10,000 for Scoping; \$300,000 from Nevada County; and \$154,228 from Placer County
TOTAL	\$10,309,000	

- K. MATCHING SHARE REQUIREMENTS** Matching or cost sharing requirements may be satisfied following the obligation of funds to the project by: allowable costs incurred by the State or local government, cash donations, the fair and reasonable value of third party in-kind contributions (but only to the extent that the value of the costs would be allowable if paid for by the party responsible for meeting the matching share), including materials or services; however no costs or value of third party contributions may count towards satisfying the matching share requirements under this agreement if they have or will be counted towards meeting the matching share requirements under another federal award.

Costs and third party contributions counting toward satisfying a cost sharing or matching requirement must be verifiable from the records of the party responsible for meeting the matching requirements. The records must demonstrate how the value of third party in kind contributions was derived. Voluntary services sought to be applied to the matching share will be supported by the same methods that the party to this agreement uses to support allocability of personnel costs. Any donated services provided by a third party will be valued at rates consistent with those ordinarily paid by employers for similar work in the same labor market. Supplies furnished will be valued at their market value at the time of donation. Donated equipment or space will be valued at fair rental rate of the equipment or space. All records associated with valuations or costs under section K shall be accessible and be maintained for three years following project close-out.

L. PROJECT TEAM MEMBERS - POINTS OF CONTACT

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

Name/Title	Organization	Address/Phone Number/Email
Joshua Pack / Principal Civil Engineer	Nevada County	Department of Public Works, (530) 265-7059, Joshua.pack@co.nevada.ca.us
Joanne Roubique / District Ranger	US Forest Service – Tahoe National Forest	US Forest Service, Truckee Ranger District, 10811 Stockrest Springs Road, Truckee, CA 96161-2949 530-587-3558, jroubique@fs.fed.us
Matt Ambroziak / Project Manager	CFLHD	FHWA Central Federal Lands Division, (720) 963-3619, matthew.ambroziak@dot.gov

M. CHANGES/AMENDMENTS/ADDENDUMS

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

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

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

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

N. ISSUE RESOLUTION PROCEDURES MATRIX

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

FHWA - CFLHD	Nevada County	US Forest Service	Time
Matt Ambroziak Project Manager 720-963-3619	Joshua Pack Principal Civil Engineer 530-265-7059	Jennifer Clemens Civil Engineer 530-478-6153	5 Working days
Gary Strike Branch Chief, Project Management 720-963-3464	David Garcia Transportation Planner 530-265-7038	Joanne Roubique / District Ranger 530-587-3558	5 Working days

FHWA - CFLHD	Nevada County	US Forest Service	Time
Michael Davies Director, Project Delivery 720-963-3386	Steve Castleberry Director of Public Works 530-265-1718	Eli Ilano Deputy Forest Supervisor 530-478-6201	10 Working days
Ricardo Suarez CFLHD Division Engineer 720-963-3448	Steve Castleberry Director of Public Works 530-265-1718	Eli Ilano Deputy Forest Supervisor 530-478-6201	10 Working days

O. TERMINATION

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

**Federal Highway Administration
Federal Lands Highway
AGREEMENT**

DTFH68-15-E-00043, Mod 001

PARTIES TO THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
Nevada County Department of Public Works 950 Maidu Avenue, Suite 170 Nevada City, CA 95959	Federal Highway Administration Central Federal Lands Highway Division 12300 West Dakota Ave Lakewood, CO 80228
DUNS Number: 010979029 TIN: 94-6000526	DUNS Number 126129936

POINTS OF CONTACT FOR THE AGREEMENT

Reimbursing Organization Finance Point of Contact	Organization to be Reimbursed Finance Point of Contact
Name: Brian Rhodes Address: 950 Maidu Avenue Nevada City, CA 95959 Phone: 530-265-1559 E-mail: brian.rhodes@co.nevada.ca.us	Name: Suzanne Schmidt Address: 12300 West Dakota Ave Lakewood, CO 802 Phone: 720-963-3356 E-mail: suzanne.schmidt@dot.gov
Reimbursing Organization Program Point of Contact	Organization to be Reimbursed Program Point of Contact
Name Joshua Pack Address: 950 Maidu Avenue Nevada City, CA 95959 Phone: 530-265-7059 E-mail: Joshua.pack@co.nevada.ca.us	Name: Matt Ambroziak Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3619 E-mail: matthew.ambroziak@dot.gov

PERIOD OF PERFORMANCE	LEGAL AUTHORITY
From: see date of signature below To: December 1 st , 2020	23 U.S.C. 201 and 204

TOTAL AGREEMENT AMOUNT	PAYMENT TERMS AND SCHEDULE
TOTAL AGREEMENT AMOUNT: Not To Exceed \$464,228	EFT

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES

See attached SOW

AUTHORIZED APPROVALS

For Reimbursing Organization	For Organization to be Reimbursed
Signature  Date 3-1-2016	Signature _____ Date _____
Title Chair of the Board of Supervisors	Title _____