

**City of Carson City
Agenda Report**

Date Submitted: November 24, 2014

Agenda Date Requested: December 4, 2014

Time Requested: 10 minutes

To: Mayor and Board of Supervisors

From: Parks and Recreation Department – Open Space Division

Subject Title: For Possible Action: To accept the recommendation from the Regional Transportation Commission for approval of the Federal Land Access Program (FLAP) Project Memorandum of Agreement (MOA) for the State Route 28 Corridor between Carson City and the Tahoe Transportation District (TTD), as the lead agency, as well as other named parties and to authorize the City Manager to sign related documents. (Ann Bollinger)

Staff Summary: The proposed agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of facilities in the State Route 28 project area, from Incline Village to Spooner Summit.

Type of Action Requested: (check one)

- Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve the Federal Land Access Program (FLAP) Project Memorandum of Agreement (MOA) for the State Route 28 Corridor between Carson City and the Tahoe Transportation District (TTD), as the lead agency, as well as other named parties and to authorize the Director of the Parks and Recreation Department to sign related documents.

Explanation for Recommended Board Action:

In June of 2012, the RTC signed a nonbinding Project Charter, which documented the expectations for accomplishing multiagency coordination in developing the SR 28 Corridor Management Plan and improving the Nevada State Route 28 National Scenic Byway. Since that time, the SR 28 Corridor Management Plan was developed and approved and provided a detailed analysis of proposed improvements within the corridor.

The proposed agreement identifies and assigns 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 facilities for public use after improvements are made. Proposed improvements include three miles of a new shared use path from Ponderosa Ranch Road (Incline Village) to Sand Harbor, expansion of public parking lots along the corridor, and safety and operations improvements. It is anticipated that these improvements will be funded through reimbursement of FLAP funds. Carson City is party to the agreement as a segment of SR 28 lies within the City's jurisdiction. Currently, Carson City is not named in the agreement as an entity having title or maintenance responsibilities for any facilities.

Three parking lots, Chimney Beach, Secret Harbor, and Skunk Harbor, are located within the City's jurisdiction and will be constructed / expanded with this funding. These lots are located on U.S. Forest Service property and have a combined total of 144 new off highway parking spaces. Currently, the U.S. Forest Service has indicated that if the parking lot is on their property, they would maintain it. As

design commences, it could be determined that management of the parking lots would be best served by another agency through a Special Use Permit.

Per the existing Interlocal Agreement for the Nevada Stateline to Stateline Bikeway, also known as the Lake Tahoe Bike Path, after the design of the facilities are completed and prior to construction (May 2015), the maintenance and operation of facilities will be defined in an Interlocal Agreement amongst the operating agencies. If any operations or maintenance responsibilities are identified that impact Carson City, an Interlocal Agreement will be brought back to the Board of Supervisors for approval.

The project construction will begin summer of 2015 for the Washoe County segment. The design of the parking lots will also begin in 2015, and construction of the parking lots is anticipated in 2017-2018.

Applicable Statute, Code, Policy, Rule or Regulation:

- NRS 277 – Cooperative Agreements: State, Counties, Cities, Districts, and Other Public Agencies

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Alternatives:


- Request modifications or reject the agreement.

Supporting Material:


- Federal Lands Access Program, Project Memorandum of Agreement
- SR 28 Bikeway “America’s Most Beautiful Bikeway” map

Prepared By: Ann Bollinger, Open Space Administrator

Reviewed By:  Date: 11/24/14
 (Department Head)

 Date: 11/24/14
 (City Manager)

 Date: 11/24/14
 (District Attorney)

 Date: 11/24/14
 (Finance Director)

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay
 2: _____

(Vote Recorded By)

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

Project/Facility Name: NV FLAP SR 28(1)(2)(3)(4) Lake Tahoe SR 28

Project Route: Nevada State Route 28

State: Nevada

Counties: Washoe County; Carson City; Douglas County

Owner of Federal Lands to which the Project Provides Access: United States Forest Service (USFS), Lake Tahoe Basin Management Unit

Entities with Title or Maintenance Responsibilities for Facility: Nevada Department of Transportation, USFS, Washoe County, Douglas County Tahoe Transportation District

Type of Work:

The Lake Tahoe watershed is the most heavily visited national forest in the United States. At 11 miles long, the Nevada SR 28 corridor claims the longest stretch of undeveloped land in the watershed, nearly one hundred percent of which is public and feels like a “National Park”. This corridor is also considered a National Scenic Byway attracting locals and tourists alike.

At over 1 million visitors recreating and 2.6 million vehicles traveling through annually, the lack of multi-modal facilities in the corridor creates dangerous situations for residents and visitors trying to access recreational destinations as well as simply trying to travel through the corridor. Recreation demand is double the existing parking capacity. NDOT completed a Road Safety Audit identifying 175 crashes in the corridor over a 5 year period with 2 fatal crashes resulting in 3 fatalities.

The project consists of elements benefiting the users of the public lands by improving safety, access and the environment along the east shore of Lake Tahoe. The project aims to maintain and improve access to the beauty and the recreational opportunities unique to this corridor. Given the current congestion and the constraints limiting potential roadway expansion, the option for improving this corridor is to enhance the existing infrastructure where feasible and provide alternative means of transportation along the east shore. Each segment may have independent utility; however all segments play an important role in the larger project. The project was developed by thirteen agencies representing local, state, and federal interests as part of the SR 28 Corridor Management Plan. An Interlocal Agreement among nine local, state, and federal agencies has also been established for the Nevada Stateline to Stateline Bikeway (shared

use path) element of the project.

This project agreement (the “Agreement”) does not obligate Federal Lands Access Program (“FLAP”) funds. FLAP funds will be obligated pursuant to separate reimbursement agreements. In the event that FLAP funds are not ultimately obligated, this Agreement does not commit the parties to complete the project described herein (the “Project”). Rather, this Agreement sets forth the respective responsibilities of the parties as the Project proceeds through the project development process.

Parties to this Agreement:

- Tahoe Transportation District (“TTD”)
- Nevada Department of Transportation (“NDOT”)
- Federal Highways Administration - Central Federal Lands Highway Division (“FHWA-CFLHD”)
- Federal Highways Administration – Nevada Division (“FHWA-NV”)
- United States Forest Service, Lake Tahoe Basin Management Unit (the “Forest Service”)
- Washoe County
- Carson City
- Douglas County
- Tahoe Regional Planning Agency (“TRPA”)

The Nevada Programming Decision Committee approved this Project by letter dated July 23, 2014.

AGREED:

Nevada Department of Transportation Rudy Malfabon, P.E., Director	Date
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Tahoe Transportation District Carl Hasty, District Manager	Date
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Federal Highway Administration - Nevada Division Susan Klekar, Division Administrator	Date
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Lake Tahoe Basin Management Unit, U.S. Forest Service Nancy Gibson, Forest Supervisor	Date
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Washoe County Dave Solaro, Director, Community Service Department	Date
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Carson City Nick Marano, City Manager	Date
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Douglas County Jim Nichols, County Manager	Date
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Tahoe Regional Planning Agency Joanne Marchetta, Executive Director	Date
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Central Federal Lands Highway Division Michael Davies, Director of Project Delivery	Date
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A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the 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 facilities for public use after improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental process is completed under the National Environmental Policy Act (“NEPA”) and TRPA Code of Ordinances and Rules of Procedure.

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 during the NEPA process, a natural disaster that changes the need for the project, or a change in Congressional direction.

When FLAP funds are used for the development or construction of this Project, NDOT and TTD collectively agree to provide the required local match. There will be a non-federal matching share equal to 5% of the total cost of the Project, and additional contributions expected to equal at least 42% of the total cost of the Project, as detailed more fully described in Section K below. Before the expenditure of any funds for which reimbursement will be sought from FHWA, the parties agree to execute separate reimbursement agreements with CFLHD for FLAP funds. No reimbursement will be made for expenditures made prior to execution of a reimbursement agreement.

B. AUTHORITY

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

C. JURISDICTION AND MAINTENANCE COMMITMENT

NDOT, TTD, Washoe County, Carson City, Douglas County and the Forest Service have jurisdictional authority to operate and maintain their respective portions of the completed Project. Prior to completion of the 100% PS&E and advertising the construction project, those parties agree to enter into separate agreements regarding the operation and maintenance of the completed Project.

Upon acceptance of the construction project, NDOT will operate and maintain the following improvements along SR 28 at its expense (as further explained in Section E below):

- Safety and operations improvements along SR 28 within the NDOT right-of-way
- NDOT Water Quality and Erosion Control Improvements

Upon acceptance of the construction project, Washoe County and TTD will operate and maintain the 3 mile multi-use path constructed as part of the North Demonstration Project (as further explained in Section E below):

Upon acceptance of the construction project, Washoe County will operate and maintain the following parking lots at its expense (as further explained in Section E below):

- Flume Trail Trailhead
- North Trailhead Parking Areas A and B

Upon acceptance of the construction project, the USFS will operate and maintain the following parking lots at its expense (as further explained in Section E below):

- Chimney Beach Trailhead
- Secret Harbor Trailhead
- Thunderbird Cove
- Skunk Harbor
- Any US 50 Park-n-Ride improvements within the USFS Property Boundary

Upon acceptance of the construction project, Douglas County will operate and maintain the following parking lots at its expense (as further explained in Section E below):

- US 50 Park-n-Ride Lot improvements outside the USFS Property Boundary

TTD has authority to own and operate transportation facilities through Article IX of the Compact.

Any party may delegate ownership and maintenance responsibilities to one or more willing agency(s) via a subsequent agreement.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

NDOT and TTD have coordinated project development with the Forest Service. The Forest Service's support of the Project is documented in the Nevada Access Program Project Application. Each party to this Agreement who has a primary role in NEPA, right-of-way, design, or construction shall coordinate their activities with the Forest Service.

E. PROJECT BACKGROUND/SCOPE

The scope of the project will include all of the following elements as approved by the Nevada Programming Decision Committee by letter dated July 23, 2014:

- 1) North Demonstration Project
 - a. 3 miles of new shared use path from Ponderosa Ranch Road (Incline Village) to Sand Harbor including retaining walls and bridges. The lakeside alternative

is anticipated to be selected as a result of the Environmental Assessment (Finding of No Significant Impacts).

- b. Expanded public parking near Ponderosa Road to alleviate congestion on SR 28 and Lakeshore Boulevard and to provide access to the existing recreation trails including the Tahoe Rim Trail, and historic Flume Trail. The parking will also serve as trailhead parking for the proposed Nevada Stateline to Stateline Bikeway.
 - i. Flume Trail Trailhead Parking: 31 spaces
 - ii. North Trailhead Parking (Areas A & B): 98 spaces
- 2) Safety and Operations Improvements from Incline Village to US 50 identified in SR 28 Road Safety Audit that include:
- a. Emergency/Maintenance Turnout - 6 locations from south of Tunnel Creek Station Parking to north of Sand Harbor Parking.
 - b. Viewpoint turnouts
 - i. Tunnel Creek area
 - ii. South of Memorial Point
 - c. Restriction of the parking that may include well defined “No Parking” zones with specific signing and the use of pavement markings on the paved shoulder area to delineate the limits of the “No Parking” zone.
 - d. Installation of NDOT approved physical barriers in select shoulder areas to prohibit parking where drivers pull into the non-paved areas.
 - e. Installation of turnout identification signs.
 - f. Installation of barrier rail on the lake side of SR 28 at those locations of unprotected steep slope.
 - g. Repair and/or replacement of those the timber retaining walls showing signs of failure.
 - h. Installation of a centerline rumble strip, as approved by NDOT. Prior to the implementation of the centerline rumble strip it is recommended to assess any environmental concerns over potential noise impacts from the rumble strip.
- 3) Central Corridor Parking Improvements Identified in SR 28 Corridor Management Plan:
- a. Expansion of 2 existing USFS parking lots
 - i. Chimney Beach Trailhead: 67 additional spaces, 21 existing spaces
 - ii. Secret Harbor Trailhead: 54 additional spaces, 31 existing spaces
 - b. New Forest Service Parking Lots
 - iii. Thunderbird Cove: 15 spaces
 - iv. Skunk Harbor: 26 spaces
 - c. Visitor Center/ Park and Ride Lot at US 50
 - v. South Corridor Park-n-Ride: 53-150 spaces

- vi. The Park-n-ride must be designed in such a way as to allow for multipurpose use, including a future TRPA Aquatic Invasive Species Station, a future transit center, and a future visitor center
- 4) NDOT Water Quality and Erosion Control Improvements
 - a. Improvements from Sand Harbor to Carson City/Washoe County Line including drainage facilities, timber walls, riprap slopes, re-vegetated slopes, curbing, and paved shoulders.
- 5) Other Safety and Operation Improvements along SR28 (as deemed practical and cost effective by NDOT, CFLHD, and TTD), including expanding the no parking zone and providing barriers and/or signage with relocated shoulder parking.

The costs for preliminary engineering (PE), construction (CN), and construction engineering (CE) for Project Elements 2, 3, and 5 have not been determined and estimated costs are used for this Project Agreement. After execution of the Project Agreement and Reimbursable Agreements, the Project Team will scope Elements 2, 3, and 5 to determine the PE, CE, and CN costs. TTD, NDOT, and CFLHD will meet, review, and agree in writing on the costs, local match requirements, and develop a funding plan to design and construct Elements 2, 3, and 5 as part of the overall project.

F. PROJECT BUDGET

The following is a budget of the estimated cost of the Project, and is subject to change during the preliminary engineering, design and construction of the Project.

North Demonstration Project (Element 1)

PE = \$1,705,000
 CE = \$700,000
 CN = \$11,500,000

NDOT Erosion Control Project (Element 4)

PE = \$335,000
 CE = \$350,000
 CN = \$4,000,000

Estimated Budget for Remaining SR 28 Improvements (parking, safety, retaining walls, shoulders, rumble strips – Elements 2, 3, and 5)*

PE = \$965,000
 CE/CN = Between \$3,900,000 and \$5,350,000

Total Cost = Between \$23,455,000 and \$24,905,000

* The costs for preliminary engineering (PE), construction (CN), and construction engineering (CE) for Project Elements 2, 3, and 5 have not been determined and estimated costs are used for this Project Agreement. After execution of the Project Agreement and Reimbursable Agreements, the Project Team will scope Elements 2, 3, and 5 to determine the PE, CE, and CN costs. TTD, NDOT, and CFLHD will meet, review, and agree in writing on the costs, verify match requirements, and develop a funding plan to design and construct Elements 2, 3, and 5 as part of the overall project.

G. ROLES AND RESPONSIBILITIES

1. CFLHD

- Act as co-lead agency with NDOT and TTD for development of the Project. NDOT and TTD written approval shall be required at each design milestone during project development before CFLHD can proceed with the Project.
- Co-host project delivery team meetings and field reviews
- Provide support to TTD for public involvement and engagement efforts.
- Manage project development schedule, preliminary engineering, and construction engineer with assistance from NDOT and TTD.
- Perform topographic surveys, environmental surveys, and pavement, hydraulic/hydrologic, and geotechnical investigations.
- Act as lead agency responsible for review and approval of the joint NEPA and TRPA environmental documents.
- Obtain federal, state and local permits required for construction, with assistance from TTD.
- Prepare right-of-way plans, legal descriptions, and other documents required for the Letter of Consent and Highway Easement Deed and any private or public parcels to be acquired.
- Prepare the plans, specifications and engineer's estimate for the Project (the "PS&E").
- Procure and manage the construction contract (Including innovative procurement strategies such as: Single Award Task Order Contract ("SATOC") and Construction Manager General Contractor (CMGC)).
- Advertise, award and administer the construction contract. CFLHD will not solicit bids until TTD, NDOT and the Forest Service have concurred with the PS&E.
- Provide on-site construction staff for administration of the construction contract, including inspection services.
- Allow NDOT, TTD and the Forest Service to observe and review all activities in connection with CFLHD's administration of the construction contract.
- Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that construction meets the requirements intended in the PS&E.
- Notify TTD and NDOT of change order amounts or the use of contingency amounts, and resolve any impacts to budgets and funding responsibilities prior to any increase in contingency amounts.

- Attend final inspection with the project delivery team, be responsible for close-out of the construction contract, and provide a final construction report to the project delivery team.

2. TTD

- Act as co-lead agency with NDOT and CFLHD for development of the Project. TTD written approval shall be required at each design milestone during project development before CFLHD can proceed with the Project.
- Co-host project delivery team meetings and field reviews
- Act as responsible agency for public outreach, involvement and other engagement efforts.
- Assist CFLHD with the joint NEPA and TRPA environmental documents.
- Assist CFLHD in managing project development schedule and preliminary engineering costs.
- Assist CFLHD in obtaining state and local permits required for construction.
- Review PS&E during each phase of the design and provide comments within 30 calendar days of submittals. If no comments are provided within the 30 calendar day period, then design will proceed with the understanding of concurrence from TTD.
- Notify other parties, if necessary, and work with CFLHD to resolve any impacts to budgets and funding responsibilities prior to any increase in contingency amounts.
- Designate a representative who will be the primary contact for CFLHD construction staff during construction.
- Review change orders and construction modifications
- Attend final inspection with project delivery team.

3. Nevada Division of FHWA

- Designate a representative who will be the primary contact for CFLHD construction staff during construction.
- Attend project delivery team meetings and field reviews
- Review the NEPA and TRPA environmental documents and provide comments within 30 calendar days of submittals. If no comments are provided within the 30 calendar day period, then the environmental process will proceed with the understanding of concurrence from NDOT.
- Review the PS&E during each phase of the design and provide comments within 30 calendar days of submittals. If no comments are provided within the 30 calendar day period, then design will proceed with the understanding of concurrence from FHWA.
- Attend final inspection with project delivery team.

4. NDOT

- Act as co-lead agency with TTD and CFLHD for development of the Project. NDOT written approval shall be required at each design milestone during project development before CFLHD can proceed with the Project.

- Attend project delivery team meetings and field reviews
- Provide direction regarding NDOT policy and administration for the Project.
- Provide available data requested by CFLHD or TTD, including but not limited to traffic, accidents, material sources, construction costs, agreements, and other technical data.
- Provide right-of-way and utility information, and direct utility companies that do not have prior rights to relocate utilities impacted by the Project.
- Review the NEPA and TRPA environmental documents and provide comments within 30 calendar days of submittals. If no comments are provided within the 30 calendar day period, then the environmental process will proceed with the understanding of concurrence from NDOT.
- Review the PS&E during each phase of the design and provide comments within 30 calendar days of submittals. If no comments are provided within the 30 calendar day period, then design will proceed with the understanding of concurrence from NDOT.
- Upon approval of the 100% plans, authorize CFLHD to procure, administer and manage the construction improvements within the NDOT right-of-way for the Project.
- Designate a representative who will be the primary contact for CFLHD construction staff during construction.
- Review change orders and construction modifications
- Attend final inspection with project delivery team.
- Assume ownership and maintenance responsibilities as outlined in Section C and provide such documentation to CFLHD prior to completion of the 100% PS&E and advertising the construction project.

5. Washoe County, Carson City and Douglas County

- Attend project delivery team meetings and field reviews
- Provide direction regarding county policy and administration for the Project.
- Provide data requested by CFLHD, NDOT, or TTD, including but not limited to traffic, accidents, material sources, construction costs, agreements, and other technical data.
- Provide right-of-way and utility information and coordination.
- Review the NEPA and TRPA environmental documents and provide comments within 30 calendar days of submittals. If no comments are provided within the 30 calendar day period, then the environmental process will proceed with the understanding of concurrence from the counties.
- Review the PS&E during each phase of the design and provide comments within 30 calendar days of submittals. If no comments are provided within the 30 calendar day period, then design will proceed with the understanding of concurrence from the counties.
- Designate a representative who will be the primary contact for CFLHD construction staff during construction.
- Attend final inspection with project delivery team.

- Assume ownership and maintenance responsibilities as outlined in Section C and provide such documentation to CFLHD prior to completion of the 100% PS&E and advertising the construction project.

6. USFS - LTBMU

- a. Designate a representative who will be the primary contact for CFL during preliminary engineering and construction.
- b. Attend project delivery team meetings and field reviews.
 - Provide direction regarding USFS and administration for the Project.
 - Provide data requested by CFL, NDOT, or TTD, such as resource surveys, fire prevention plans, and land management data.
 - Provide right-of-way and utility information and coordination.
 - Review the NEPA and TRPA environmental documents and provide comments within 30 calendar days of submittals to designated representatives. If no comments are provided within the 30 calendar day period, then the environmental process will proceed with the understanding of concurrence from USFS-LTBMU.
 - Coordinate with CFLHD and TTD on any Section 4(f) consultation
 - Review the PS&E during each phase of the design and provide comments within 30 calendar days of submittals. If no comments are provided within the 30 calendar day period, then design will proceed with the understanding of concurrence from USFS.
 - Coordinate and recommend concurrence from Regional Forester on Project for acceptance of 100% PS&E.
 - Provide written acknowledgement of special use permit receipt and further document needs.
 - Attend final inspection with project delivery team.
 - Assume ownership and maintenance responsibilities as outlined in Section C and provide such documentation to CFLHD prior to completion of the 100% PS&E and advertising the construction project.

7. TRPA

- Designate a representative who will be the primary contact for CFL during preliminary engineering and construction.
- Attend project delivery team meetings and field reviews.
- Provide direction regarding TRPA policy and administration for the Project.
- Act as lead agency for, and approver/certifier of, the TRPA environmental document.
- Review TRPA environmental document pursuant to TRPA Code of Ordinances and Rules of Procedure.
- Upon approval of the TRPA environmental document, issue a conditional permit for the Project.
- Provide any data requested by CFL or TTD, including but not limited to traffic, accidents, material sources, construction costs, agreements, and other technical data.

- Review the PS&E during each phase of the design and provide comments within 14 calendar days of submittals. If no comments are provided within the 14 calendar day period, then design will proceed with the understanding of concurrence from TRPA.
- Upon approval of the final PS&E, provide a final construction permit for the Project.
- Attend final inspection with project delivery team.

I. ROLES AND RESPONSIBILITIES - SCHEDULE

Construction of the Project may be broken out into separate contracts as determined for the construction contract procurement.

Project 1 - Trailhead parking lot (31 spaces) and 1st mile of North Demonstration shared use path from Incline Village to Hidden Beach including the tunnel crossing				
Task	Description of Critical Elements	Schedule		
		Start	Finish	Duration
30% Design	Development of 30% PS&E documents	complete	complete	-
Supplemental Surveying	Centerline Staking, Field Verify Existing Topo, Additional Topo	Sep-14	Dec-14	As weather permits
Environmental Compliance	TRPA, NEPA completed	ongoing	Nov-14	
Project Agreement Signed	Project Agreement for all project elements	-	Nov-14	
70% Design	Development of 70% PS&E documents	Nov-14	Jan-15	3 months
95% Design	Development of 95% PS&E documents	Jan-15	Mar-15	3 months
100% PS&E	Development of final contract documents, Finalize Permits, Utility Agreements	Mar-15	Apr-15	2 months
PS&E Approval	Obligate Funds		Apr-15	
ROW Acquisition	Easement with State Lands/USFS	Nov-14	Mar-15	4 months
Advertisement/Award/NTP		Apr-15	June-15	3 months
Construction- 1 season	May to October season for earthwork	June -15	Nov-15	1 season

Project 2 – Last 2 miles of North Demonstration shared use path from Hidden Beach to Sand Harbor and remaining improvements; and Elements 2, 3, 4, and 5 in Section E				
Task	Description of Critical Elements	Schedule		
		Start	Finish	Duration
30% Design	Development of 30% PS&E documents	Nov-14	Mar-15	6 months
Supplemental Surveying	Centerline Staking, Field Verify Existing Topo, Additional Topo	Sep-14	Dec-14	As weather permits
Environmental Compliance	TRPA, NEPA completed	Sep-14	Aug-15	12 months
70% Design	Development of 70% PS&E documents	Aug-15	Dec-15	4 months
95% Design	Development of 95% PS&E documents	Dec-15	Mar-16	4 months
100% PS&E	Development of final contract documents, Finalize Permits, Utility Agreements	Mar-16	Apr-16	2 months
PS&E Approval	Obligate Funds (FY 15 Backup)		Apr-16	
ROW Acquisition	USFS/NDOT Easements	Sep-14	Dec-15	15 months
Advertisement/Award/NTP	Dependent on FLAP funding and Local match being in place	Apr-16	June-16	3 months
Construction- 2 Seasons	May to October season for earthwork	June-16	Oct-17	2 seasons

J. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria	Proposed	Comments
Standard	AASHTO	AASHTO and State design standards
Functional Classification		
Surface Type		
Design Volume		
Design Speed		
Bike Path Width	10'	
Shoulder Width	1-2'	

K. FUNDING

FLAP and other funds will be used for the development and construction of this Project. TTD and NDOT agree to provide a non-federal matching share to CFLHD equal to 5% of the total cost of the Project. TTD and NDOT will be required to provide additional contributions in an amount expected to be at least 42% of the total costs of the Project, but that amount and

percentage may change during the scoping of Elements 2, 3 and 5 and development of a funding plan for those elements.

Before the expenditure of any funds for which reimbursement will be sought, CFLHD, TTD and NDOT must agree to execute separate reimbursement agreements. No reimbursement will be made for expenditures made prior to execution of a reimbursement agreement.

The maximum amount of FLAP funding provided for this project is \$12.5 million. Any cost overruns on the Project exceeding the \$12.5 million in FLAP Funding will be agreed to by TTD, NDOT, and CFLHD in a subsequent agreement

During preliminary engineering CFLHD will provide quarterly reports to NDOT and TTD showing actual costs and projected remaining costs, and any revised cost estimates for the construction and construction engineering.

Fund Source	Amount	Comments
Nevada Federal Lands Access Program Funds	\$12,500,000	Maximum amount of NV FLAP Funds to be provided for PE/CE/CN
Local Match	\$11,084,906	Minimum 5% non-federal local match required.

L. 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, and 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 the allocation 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 shall be accessible and maintained for three years following Project close-out.

Matching funds and additional contributions may be tapered so that payments may be a lesser percentage early in the project development process and a greater percentage as the Project progresses through construction.

M. INTERAGENCY TEAM AND CONFLICT RESOLUTION

Executive Committee

The Executive Committee (EC) will provide senior guidance and be responsible for high level policy decisions for the project. They will address and resolve any issues that are elevated to them from the PST and the PDT in a timely manner as they arise. The core membership of the EC will be from the agencies responsible for project delivery including ongoing operations and maintenance following completion. Other partner agencies may have involvement at the executive level, as project issues arise. Table 1 lists the members of the core EC. The EC will be chaired by the TTD and CFL Project Managers. The Project Managers will set the meetings, develop the agenda, prepare the presentation materials, and facilitate the conversations, and record the meetings and decisions. EC meetings will be scheduled on an as needed basis and will be structured with formal agendas and result in agreed upon action items at the conclusion of each meeting.

Table 1. Executive Committee

AGENCY	REPRESENTATIVE
TTD	Carl Hasty
NDOT	Rudy Malfabon
CFLHD	Mike Davies
USFS	Nancy Gibson
FHWA	Susan Klekar
Washoe County	Dave Solaro
Carson City	Roger Moellendorf
Douglas County	Jim Nichols
TRPA	Joanne Marchetta

Project Delivery Team

The Project Delivery Team (PDT) will act in the lead management role for all elements of project procurement, design, and construction; will actively involve Project Support Team (PST)

agencies; and will strive to advance the project in a timely, cost efficient and professional manner. The PDT Project Managers (PMs) will act as the single point of contact for their respective agencies. They will ensure that their respective agency's interests are conveyed to the PDT in clear, consistent, and concise manner, lead and manage their internal technical functional teams, and coordinate with the fiscal team members to facilitate the funding transfer process. Each agency will assign technical staff, as appropriate, to the project during preliminary and final design to support the development of the project. Their responsibilities to the PDT will be to ensure that their respective agency's interests are conveyed; to provide appropriate technical guidance regarding their agency's policies, standards, and guidelines; and to provide effective and timely communication as work progresses. Table 2 lists the members for the personnel assigned to the PDT.

The TTD and CFLHD PMs will chair the PDT, providing overall project coordination and serve as the contact for the PDT, Executive Committee, and PST.

Table 2. Project Delivery Team

AGENCY ----- POSITION	TTD	NDOT	CFLHD	USFS	NV State Parks	Washoe County	TRPA	NV State Lands
Project Manager	Alfred Knotts/ Derek Kirkland	Pedro Rodriguez	Matt Ambroziak	Mike Gabor	Jay Howard	Cheryl Surface	Brian Judge	Elizabeth Harrison
Highway Design		TBD	Jill Mathewson					
Env.	Alfred Knotts	Chris Young	Timberley Bellish					
Hydraulics		Matt Nussbaumer	Veronica Ghelardi					
Geotech		TBD	Khamis Haramy					
Right of Way		TBD	Alan Blair					
Survey and Mapping		TBD	Bob Bell					
GIS		TBD	Brooke Rosener					
Utilities		TBD	Jeff Bellen					

Pavements			Mike Voth					
Encroachment Permits		Steve Smith	Alan Blair					
Safety		TBD	Barb Burke					
Traffic		TBD						
Structures		TBD	Karl Eikermann					
Construction		TBD	Matt Ambroziak					
Maintenance & Operations		Mike Fuess						

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
Matt Ambroziak, Project Manager	CFLHD	12300 West Dakota Avenue Lakewood, CO 80228 720-963-3619 Matthew.ambroziak@dot.gov
Alfred Knotts, Project Manager	TTD	PO Box 499 Zephyr Cove, NV 89448 775-589-5503 aknotts@tahoetransportation.org
Pedro Rodriquez, Project Manager	NDOT	1263 S. Stewart Street Carson City, NV 89712 775-888-7320 PRodriguez@dot.state.nv.us
Mike Gabor, Forest Engineer	Forest Service, LTBMU	35 College Ave South Lake Tahoe, CA 96150 530-543-2642 mgabor@fs.fed.us
Cheryl Surface, Park Planner	Washoe County	P.O. Box 11130 Reno, NV 89520 775-328-2019 csurface@washoecounty.us

Elizabeth Harrison, Lake Tahoe Coordinator	NV Division State Lands	901 S. Stewart Street, Ste. 5003 Carson City, NV 89701 775-684-2736 eharrison@lands.nv.gov
Jay Howard, Park Supervisor III	NV Division State Parks	2005 Highway 28, PO Box 6116 Incline Village, NV 89450 775-831-0494, x 229 775-831-2514 jayattahoe@gmail.com
Jin Zhen, ITS/Transportation Engineer	FHWA NV Division	705 N. Plaza Street, Suite 220 Carson City, NV 89701 Phone: 775-687-8581 Cell: 775-881-8794 Fax: 775-687-3803 jin.zhen@dot.gov
Brian Judge Principal Environmental Specialist	TRPA	PO Box 5310 Stateline, NV 89449 775-589-5262 brianj@trpa.org

Project Support Team

The PST is comprised of stakeholder agencies that are affected directly by and/or involved in the project through governmental responsibilities and/or maintain a “sphere of influence” associated with the Project. Similar to the EC and PDT, each PST liaison assigned to the project is critical to the overall success of the project. They will act in an advisory role to the PDT, will ensure that their respective agency’s interests are conveyed to the CFLHD PM, and will strive to support the project in a timely, cost efficient, and professional manner. Table 3 lists the members of the PST.

Table 3. Project Support Team

AGENCY	NAME
IVGID	Brad Johnson
USFS – LTMBU	Anjanette Hoefer, Garret Villanueva
Douglas County	Scott Morgan
FHWA NV Division	Jin Zhen

Washoe Tribe	TBD

CONFLICT RESOLUTION/ISSUE ESCALATION

As issues or conflicts arise on the project it is critical that they be resolved amenable and expeditiously. As such, conflict resolution processes shall be agreed upon in regards to escalation and resolution. Table 4 is the escalation matrix. It provides the contacts for resolution of issues at each level. If an issue cannot be resolved at a PDT level it will be elevated to the next level. The ultimate decision making ability and conflict resolution is at the EC level. The time period for each level to work on an issue shall be 10 working days unless otherwise agreed to by the members at each level. Collectively, all EC, PDT, and PST members agree to share the following principals in the resolution of conflicts:

1. The efficient delivery of effective, appropriate projects is the primary goal of both parties
2. The parties will focus on their common goals rather than differences.
3. Win/win solutions to conflicts should be sought.
4. Differences of opinion are okay.
5. Timely, open honest communication is the key to avoiding and resolving conflicts.
6. Decisions should be made and conflicts should be resolved at the lowest possible level.

ACCEPTABILITY AND CHANGES

If project related changes are required, the responsible team member will escalate the change needs, with justification for the change, to their respective Project Manager. The Project Manager will ensure that additional funds are available to accommodate the change before any changes are authorized or acted on. It is the responsibility of the PDT to recognize when changes are needed and to make timely notification to management in order to avoid project delivery delays. All changes shall be memorialized in formal correspondence from the TTD and CFL PMs.

Table 4. Escalation Matrix

Entity	Tier 1	Tier 2	Tier 3	Tier 4
CFLHD	Matt Ambroziak, Project Manager	Gary Strike, Project Management Branch Chief	Michael Davies, Director of Project Development	Rick Suarez, Division Engineer
FHWA	Jin Zhen, Transportation Engineer	Andrew Soderborg, Operations Team Leader	Paul Schneider, Asst. Div Administrator	Susan Klekar, Division Administrator
TTD	Alfred Knotts, Project Manager	Alfred Knotts, Project Manager	Carl Hasty, District Manager	Carl Hasty, District Manager
NDOT	Pedro Rodriquez, Project Manager	Pedro Rodriquez, Project Manager	Bill Hoffman, Deputy Director	Rudy Malfabon, Director
USFS	Garrett Villanueva, Asst. Forest Engineer	Mike Gabor, Forest Engineer	Jeff Marsolais, Deputy Forest Supervisor	Nancy Gibson, Forest Supervisor
Washoe County	Cheryl Surface, Park Planner	David Solaro, Director-CSD	Dave Solaro, Director-CSD	Kevin Schiller, Assistant County Manager
Douglas County	Scott Morgan, Community Services/Parks & Rec Director	Scott Morgan, Community Services/Parks & Rec Director	Jim Nichols, County Manager	Jim Nichols, County Manager
Carson City	Ann Bollinger, Open Space Administrator	Roger Moellendorf, Director, Parks and Recreation Department	Roger Moellendorf, Director, Parks and Recreation Department	Nick Marano, City Manager
TRPA	Brian Judge, Principal Environmental Specialist	Brian Judge, Principal Environmental Specialist	Joanne Marchetta, Executive Director	Joanne Marchetta, Executive Director

N. CHANGES/AMENDMENTS/ADDENDUMS

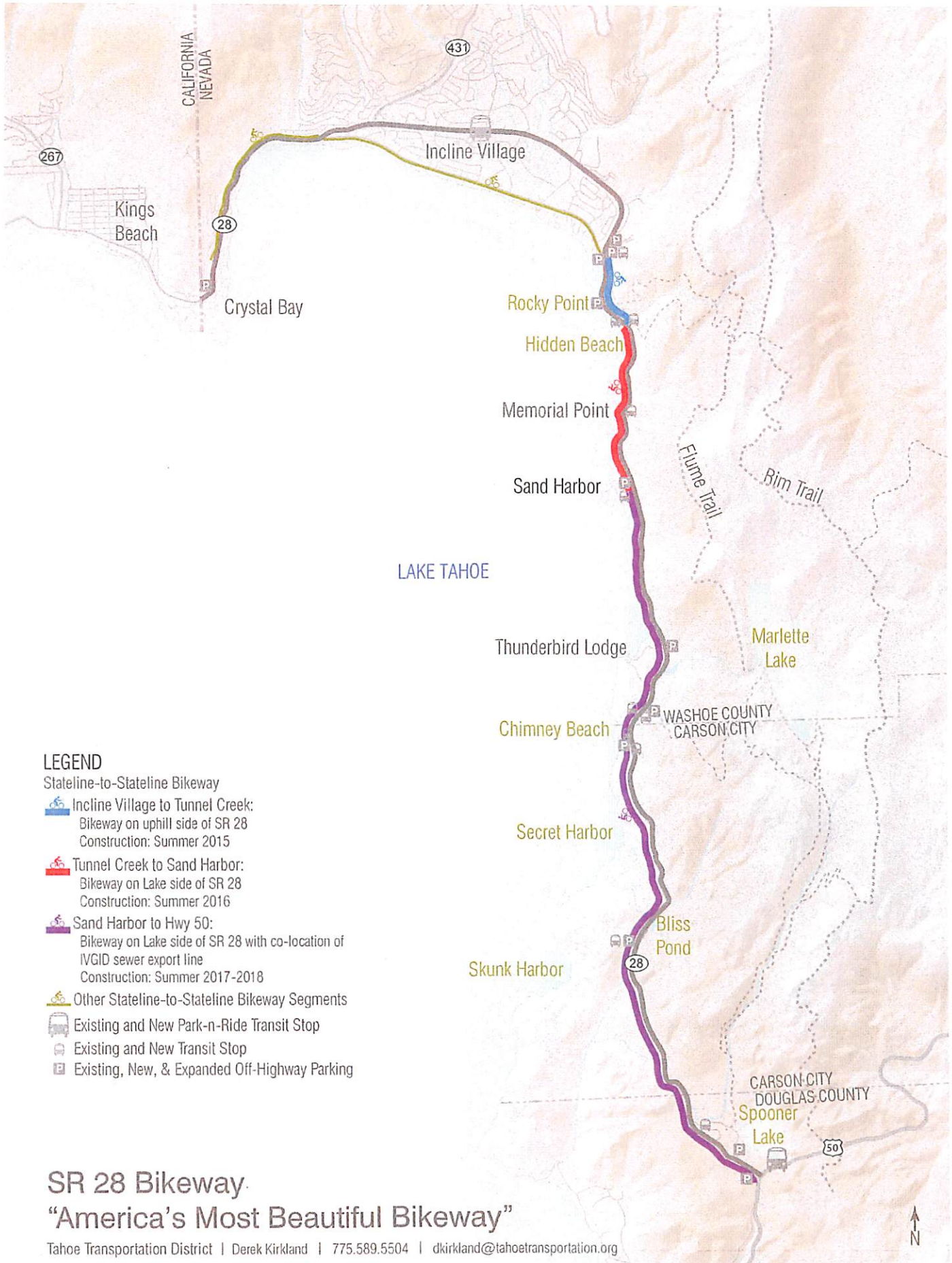
The Agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties. A change in the composition of the project team members does not require the Agreement to be amended.

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.

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.

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.



LEGEND

- Stateline-to-Stateline Bikeway
- Incline Village to Tunnel Creek:
Bikeway on uphill side of SR 28
Construction: Summer 2015
- Tunnel Creek to Sand Harbor:
Bikeway on Lake side of SR 28
Construction: Summer 2016
- Sand Harbor to Hwy 50:
Bikeway on Lake side of SR 28 with co-location of
IVGID sewer export line
Construction: Summer 2017-2018
- Other Stateline-to-Stateline Bikeway Segments
- Existing and New Park-n-Ride Transit Stop
- Existing and New Transit Stop
- Existing, New, & Expanded Off-Highway Parking

**SR 28 Bikeway
"America's Most Beautiful Bikeway"**

Tahoe Transportation District | Derek Kirkland | 775.589.5504 | dkirkland@tahoetransportation.org

