

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

March 27, 2017

Project / Facility Name: CO FLAP SUM 91(1)

Project Route: Fremont Pass Trail

State: Colorado

County: Summit

Owner of Federal Lands to which the Project Provides Access: United States Forest Service

Entity with Title or Maintenance Responsibility for Facility: Summit County (Special Use Permit)

Type of Work:

Preliminary Engineering: Environmental compliance, preliminary and final design, all necessary permits

Right of Way: No private property is anticipated to be acquired and is outside the scope of this project. United States Forest Service will issue a Special Use Permit to Summit County for operations and maintenance.

Construction/Construction Contracting: Acquisition of construction contractor to perform work in accordance with the construction contract (plans, specifications, and estimate)

Construction Engineering: Administration of the construction contract

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:

FHWA-Central Federal Lands Highway Division (CFLHD)

Summit County

United States Forest Service, White River National Forest (USFS)

Colorado Department of Transportation (CDOT)

The Program Decision Committee approved this project on

February 16, 2017

Date

AGREED:



Scott Vargo
County Manager
Summit County

3-31-17

Date

Approved as
to force


Legal

4/24/17

Date

United States Forest Service, White River National Forest

Dillon District Ranger

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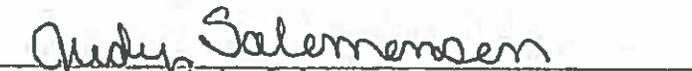
March 27, 2017



Joshua Lapply, P.E., Chief Engineer

Date

Colorado Department of Transportation (CDOT internal: 17-HA3-XE-00045, 351001378)


~~Curtis Scott~~ Judy Salomonson
Chief of Engineering Chief of Business Operations
FHWA-CFLHD

4-11-17

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) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA 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, Summit County agrees to provide a matching share of \$1,525,000 in cash, as detailed more fully in Sections J and K below.

B. AUTHORITY

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

C. JURISDICTION AND MAINTENANCE COMMITMENT

Summit County will have authority under a Special Use Permit issued by USFS to operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

Summit County has coordinated project development with the United States Forest Service, White River National Forest, Dillon Ranger District. The United States Forest Service support of the project is documented in the Colorado Federal Lands Access Program Project Application for this project submitted by Summit County to FHWA-Central Federal Lands Highway Division. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the United States Forest Service.

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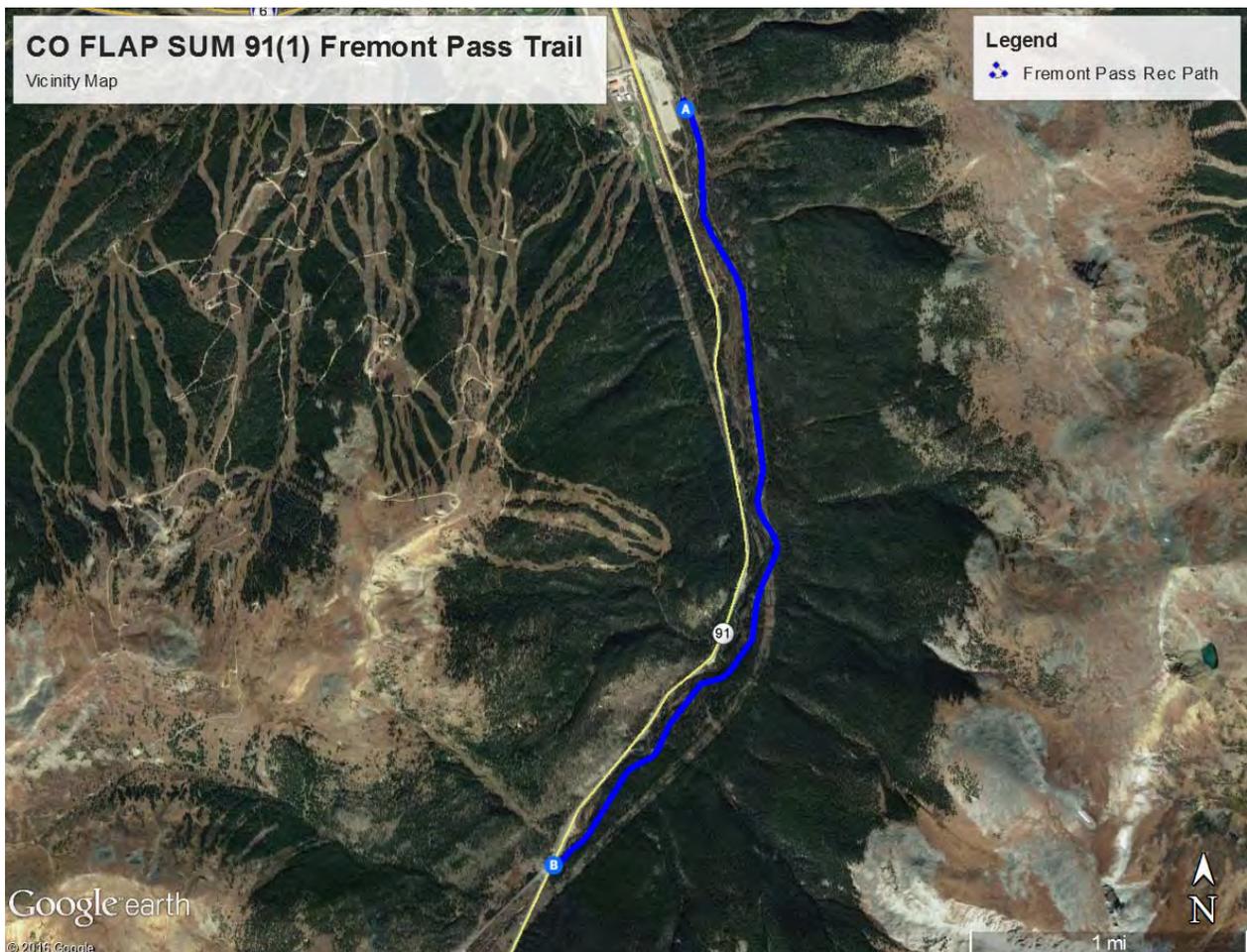
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E. PROJECT BACKGROUND/SCOPE

The Central Federal Lands Highway Division (CFLHD) of the Federal Highway Administration (FHWA), in cooperation with Summit County (County) and the United States Forest Service (USFS), are proposing to construct approximately 3 miles of multi-modal recreational pathway. This trail accesses United States Forest Service managed lands.

Project Location and General Description: This project will construct a new 3+ mile long paved multi-modal recreational pathway that will bypass a dangerous and narrow section of SH 91. The path begins near the Copper Mountain Far East Parking Lot, and runs generally south where it will eventually cross SH 91 using a grade separate structure. The path will follow the existing bench of an abandoned rail grade to the greatest extent possible to reduce cost and impacts associated with the new path. Boardwalk(s), pedestrian bridge(s), and alternate alignments may be required to avoid impacts to fens and wetlands.

This project is one segment of an overall planned trail that will connect to Leadville to the South.



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Highway Design and Safety: The proposed path will be up to a 12' wide asphalt surface with 3' gravel shoulders on either side. The path will generally follow an abandoned railroad grade with approximately a 5% maximum grade. A design speed of 30 mph is reasonable along the railroad grade. The design speed may need to be lowered in areas if an alternate alignment is chosen or potentially at bridge locations.

Pavement: The multi-modal pathway will be paved with an asphalt pavement designed to accommodate the climate, subgrade conditions, and the occasional light duty maintenance vehicle (i.e. pick-up truck). Subgrade samples and data gathered during the geotechnical investigation will be leveraged to support design recommendations.

Bridge: The proposed boardwalk structures over fen/wetland areas would be timber construction, supported on helical piles to minimize disturbance to site. Decking could be either solid plank if high elevation (6' height) structure is provided or steel open grating for low elevation structures to provide light penetration to plants beneath.

GRS abutments may be an option for boardwalk structures and depending on the height and extent, may provide some construction cost savings. Proposed loading for all structures is 90 psf, pedestrian loading and vehicular loading H10 (10 ton) for emergency vehicle access.

During scoping the grade separated crossing at SH 91 was assumed to be a bridge overpass, which would require at least 16' clearance. To cross three lanes and shoulders and provide horizontal clear zone to abutment walls will require an approximately 100' long structure. A truss-type prefabricated structure with 3' structural depth would result in high embankment fills that would need to extend out far enough to provide reasonable approach grades, which may or may not achieve ADA requirements. Structural concrete vertical abutments/wingwalls on spread footings is assumed for the foundation. The cost of this structure is highly dependent on the crossing location and therefore will be investigated thoroughly during project development to minimize abutment size and embankment quantities. Furthermore, an underpass crossing will be investigated as well to determine if an increase in functionality and cost savings can be realized. No specific aesthetics were agreed to during scoping.

ROW: The project lies within the White River National Forest. The USFS will issue a Special Use Permit to Summit County for the operation and maintenance of the trail. Additional research will be required to determine the CDOT boundary and to confirm that there is no existing railroad right of way.

Utilities: The Master Title Plat shows a Public Service Utility easement in the area as well as above ground evidence of a pipeline. There are also overhead electrical lines in area. These utilities are under special use permit with the US Forest Service. The project will avoid utility impacts to the greatest extent possible, however this will likely need to be balanced with impacts to the wetlands and fen.

Survey: The scope of work is to perform full ground topographic survey for the proposed trail alignment plus the grade separated crossing at SH 91. This work includes setting permanent survey control monumentation, performing field and office mapping for use in design, and staking the centerline for both the 30% and 70% site reviews.

Geotechnical: The project requires geotechnical exploration and recommendations for the raised boardwalks and the grade separated crossing. Additional shallow explorations will provide information for the minor proposed earthwork.

Till soils underlie the majority of the alignment which consist of a wide range of particle sizes, often as large as boulders. These soils present difficulties in grading operations and for foundations. The potentially soft soils within the wetlands and fens that overlie the till present an additional challenge. Deep foundations (helical piers or drilled piers) are assumed within the wetlands since soft soils

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producing large settlements may be encountered. Shallow foundations (spread footings or GRS-IBS) are assumed for the overpass bridge. Foundation selection information will be refined after the geotechnical exploration.

Hydrology/Hydraulics: The hydraulic design elements have a high chance of being minor drainage structures (<48”) only. Hydraulic investigation may be required to determine if debris flows will be an issue from tributaries to Tenmile Creek. If alternative over Ten-Mile creek is selected, a full hydrologic and hydraulic analysis, including a scour analysis, will be necessary at the proposed bridge.

Environment and Permits: CFLHD will assume the lead for NEPA from the USFS. USFS will serve as Cooperating Agency. Summit County will assist with mailing lists and public outreach. Technical studies have been started by the County’s consultant. Under USFS standards this project would qualify for an Environmental Assessment, however under FHWA regulations the project will likely be a Categorical Exclusion under 23 CFR §771.117 (c)(3) Construction of bicycle and pedestrian lanes, paths, and facilities. CFLHD will obtain the wetland delineation, cultural and biological resource reports from the County’s consultant to assist with consultations and permitting. Potentially historic resources will require Section 106 consultations. Informal consultation with USFWS will likely be required. Fens and wetlands adjacent to fens may be impacted as a result of the project, therefore an individual 404/401 permit is anticipated. Compensatory mitigation for wetland impacts will be required. A SWPPP will be prepared and an NOI submitted to the U.S. EPA for NPDES permit compliance.

Construction: Construction is anticipated to occur in 2020 or 2021 and last one season. The trail is primarily on new alignment and construction will cause minimal interruptions to the public. A portion of the existing trail at the northern end of the project may be temporarily closed during transport of equipment and material, and when the tie-in connection is made. In coordination with Copper Mountain Resort, a portion of the Copper Mountain Far East Parking Lot may be closed so that it can be used as a staging and stockpile area. Daily lane closures and potentially a short-term full road closure will be required at the SH 91 crossing.

F. PROJECT BUDGET

Below are the anticipated costs. The Reimbursable Agreement executed between Summit County and CFLHD, and any mutually agreed to modifications, supersede the values below.

PROJECT BUDGET		
Item	Estimated Cost	Comments
Scoping	\$58,000	
Preliminary Engineering (PE) and Environmental Compliance	\$692,000	
Construction Contract (CN)	\$3,900,000	
Construction Engineering (CE)	\$750,000	
Contingency	\$500,000	~10% of Project Cost
Total	\$5,900,000	

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G. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
FHWA-CFLHD	<ul style="list-style-type: none"> • Develop and sign this Memorandum of Agreement • Manage project development schedule and preliminary engineering costs • Lead agency for all environmental compliance • Prepare and approve environmental documents and make project decisions based on the NEPA documents • Preliminary engineering towards the development of a PS&E construction contract package • Obtain permits required for Federally constructed projects • Advertise and award the contract (Bids will not be solicited by FHWA-CFLHD until maintaining agency has concurred with the plans and specifications) • Construction engineering/administration of the construction contract • Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract • Provide Project Engineer on site for construction administration • Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction meets the requirements intended in the PS&E • Ensure that the contractor will bear all expense of maintaining traffic, other than snow removal and normal state, county, and city maintenance work • Verify adherence to environmental documents • Set up and lead final inspection upon completion of construction 	
Summit County	<ul style="list-style-type: none"> • Review and sign this Memorandum of Agreement 	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Attend reviews and meetings • Provide in a timely manner available data including but not limited to traffic, accidents, material sources, construction costs, agreements, other technical data • Review and provide comments within two weeks the environmental documents, plans, estimate, and specifications at each phase of design and provide project development support • Coordinate with FHWA-CFLHD on NEPA related issues • In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome • Acquire any required state permits prior to advertisement of the project • Provide ROW and utility information and coordination • Sign CFLHD Right of Way Certification certifying that all rights on private property necessary to construct, operate, and maintain the road have been obtained. • Obtain all rights necessary to construct, operate, and maintain the facility • Provide overall direction regarding agency policy and administration for the project and concur with the final plans and specifications • Coordinate utility relocations if necessary per scope described above • Sign CFLHD Utility Certification • Be the Lead Agency in coordination with the Climax Molybdenum, Copper Mountain Resorts, and other entities, as deemed necessary • Develop a public information plan in coordination with CFLHD, and the USFS • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract • Designate a representative who will be the primary contact for FHWA's construction staff during construction 	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E • Attend a final inspection and approve and provide final acceptance upon completion of construction • Assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted • Provide long term maintenance and operation of the project upon completion 	
United States Forest Service White River National Forest	<ul style="list-style-type: none"> • Review and sign this Memorandum of Agreement • Attend reviews and meetings • Provide in a timely manner available data including but not limited to existing agreements or technical data such as cultural, biological, and wetland surveys previously completed • Review and provide comments within two weeks (or other agreed upon timeline) of the environmental documents, plans and specifications at each phase of design and provide project development support • In coordination with the FHWA project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome • Provide overall direction regarding USFS policy and administration for the project and concur with the final plans and specifications • Provide a fire plan for incorporation into the Special Contract Requirements, or concur with the fire plan prepared by CFL. • Provide a seed mix for the final seeding mix into the Special Contract Requirements • Provide support to CFLHD (respond to question regarding environmental issues), as requested, for the development of environmental documents • Develop a public information program in coordination with CFLHD and the maintaining agency 	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Issue a Special Use Permit to Summit County for long-term maintenance and operation • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract • Designate a representative who will be the primary contact for the FHWA’s Construction staff • Continue to update and implement the public information program • Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E • Attend final inspection upon completion of construction 	
Colorado Department of Transportation	<ul style="list-style-type: none"> • Attend reviews and meetings • Provide in a timely manner available data including but not limited to traffic, accidents, material sources, construction costs, agreements, other technical data • Review and provide comments within two weeks the environmental documents, plans, estimate, and specifications at each phase of design and provide project development support • Coordinate with FHWA-CFLHD on NEPA related issues • In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome • Provide ROW and utility information and coordination • Provide overall direction regarding agency policy and administration for the project and concur with the final plans and specifications • Develop a public information plan in coordination with Summit County, CFLHD, and the USFS • Allow lane closures and short-term full road closures during construction. • Allow CFLHD and its contractors to work within CDOT ROW 	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract • Designate a representative who will be the primary contact for FHWA's construction staff during construction 	

H. ROLES AND RESPONSIBILITIES—SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Start	Schedule Finish	Comments
FHWA-CFLHD	Preliminary Design	Spring 2017	2018	Primarily support to NEPA effort
FHWA-CFLHD	Environmental Compliance	Spring 2017	Winter 2017	Development and completion of NEPA Document
FHWA-CFLHD	Final Design	2019	2020	Development of PS&E
FHWA-CFLHD	Advertise, Award and NTP	Winter 2020	Winter 2020	
FHWA-CFLHD	Administer Construction Contract	2020-21	2020-21	Construction Engineering
FHWA-CFLHD	Monitoring and Reporting of Wetland Mitigation	2021	2026	Typically 5 years of monitoring required by US ACE

I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	AASHTO and FHWA/CFLHD	
Functional Classification	Multi-use Trail	
Surface Type	Asphalt	
Design Volume	N.A.	

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K. FUNDING

Below is the funding breakdown. The Reimbursable Agreement executed between Summit County and CFLHD, and any mutually agreed to modifications, supersede the values below.

PROJECT FUNDING			
Funding Source	Estimated Funding	% of Total Project	Comments
Federal Lands Access Program	\$4,375,000	74.15%	
Summit County	\$1,525,000	25.85%	Cash Match
Total	\$5,900,000		

L. MATCHING SHARE REQUIREMENTS

Summit County will provide \$1,525,000 which is greater than the 17.21% minimum requirement of the total Federal Lands Access Program eligible project costs required for the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed that provided in separate funding agreements. Matching or cost sharing requirements will be satisfied following the obligation of funds to the project as detailed above in Section J.

M. 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
Jason Lederer Resource Specialist, Open Space & Trails	Summit County	37 Peak One Drive PO Box 5660 Frisco, CO 80443 (970) 668-4213 Jason.Lederer@summitcountyco.gov
Grant Anderson Resident Engineer Region 3, Mountain Residency	Colorado Department of Transportation	(303) 512-5601 grant.anderson@state.co.us
Sam Massman Mountain Sports Program Lead Dillon Ranger District	White River National Forest United States Forest Service	680 Blue River Pkwy P.O. Box 620 Silverthorne, CO 80498 (970) 309-3268 smassman@fs.fed.us
James Herlyck, P.E., Project Manager/Construction Operations Engineer	FHWA-CFLHD	12300 West Dakota Ave Lakewood, CO 80228 (720) 963-3698 james.herlyck@dot.gov

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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.

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.

O. 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	Summit County	CDOT	USFS	Time
James Herlyck, P.E., Project Manager/Construction Operations Engineer	Jason Lederer Resource Specialist, Open Space & Trails	Grant Anderson Resident Engineer	Sam Massman Dillon Mountain Sports Manager	30 days
Gary Strike, Project Management Branch Chief	Brian Lorch, Summit County Open Space and Trails Director	Program East Engineer	Bill Jackson Dillon District Ranger	60 days
Curtis Scott, Chief of Engineering	Thad Noll Assistant County Manager	Regional Transportation Director	Scott Fitzwilliams Forest Supervisor	90 days

P. 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.