

**FEDERAL LANDS ACCESS PROGRAM (FLAP)**  
**PROJECT MEMORANDUM OF AGREEMENT**

**Project Name:** Paradise road and Gibraltar road

**Project Route:** Paradise road -- Forest road 5N18, Gibraltar road -- Forest road 5N40

**State:** California

**County:** Santa Barbara

**Owner of Federal Lands to which the Project Provides Access:** Los Padres National Forest

**Entity with Title or Maintenance Responsibility for Facility:** Santa Barbara County

**Type of Work:** Both roadway improvements are generally described as 3R projects, rehabilitating the existing paved travel way and shoulders for approximately 5.4 miles on Paradise Road, and 6.5 miles on Gibraltar Road. The primary focus is to rehabilitate the paved roadway. The pavement improvements incorporate several different rehabilitation methods based on existing pavement conditions. These methods include: a simple fog seal, slurry seal and micro-surfacing, and pulverizing and paving. Initial surfacing observations on each road suggest that perhaps all rehabilitation methods are required on each roadway. Striping and signing will be upgraded as appropriate for each roadway to enhance road safety.

Roadway improvements include subgrade stabilization and ditch cleaning/repairs. Minor culvert cleaning and some pipe replacements are involved on both roadways, but the drainage requirements are very small. No new crossings are included. While direct utility conflicts are not anticipated, some poles may be relocated to be further outside the clear zone on both projects.

This project agreement describes specific requirements to be fulfilled and duties to be performed by principal partners in order to produce the services and products described herein and agreed to below by their signatory representatives. The purpose of this project agreement is to identify and assign responsibilities for the environmental analysis, design, and construction required to deliver the final project using funds made available under the Federal Lands Access Program, and to ensure maintenance of the roadway for public use once improvements are made, in conformance with Title 23 CFR 660.105(d) (1) and 660.111(c) (1) & (4).

This Agreement does not obligate (commit to) the expenditure of Federal or County 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.

The California FLAP Program Decision Committee approved this project on October 3, 2013.

**Parties to this Agreement:**

Los Padres National Forest (LPNF)

Santa Barbara County, (SB)

Federal Highway Administration, Central Federal Lands Highway Division, (FHWA-CFLHD)

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Chairperson  
Board of Supervisor  
County of Santa Barbara

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Date

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Michael Davies – Director, Project Delivery  
Federal Highway Administration (FHWA)  
Central Federal Lands Highway Division (CFLHD)

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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 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/CEQA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

**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**

Santa Barbara County has jurisdictional authority to operate and maintain the existing facilities and will operate and maintain the completed project at its expense.

**D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION**

Santa Barbara County has coordinated project development with the Los Padres National Forest (LPNF). The LPNF support of the project is documented in the Santa Barbara 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 Los Padres Forest.

## **E. PROJECT BACKGROUND/SCOPE:**

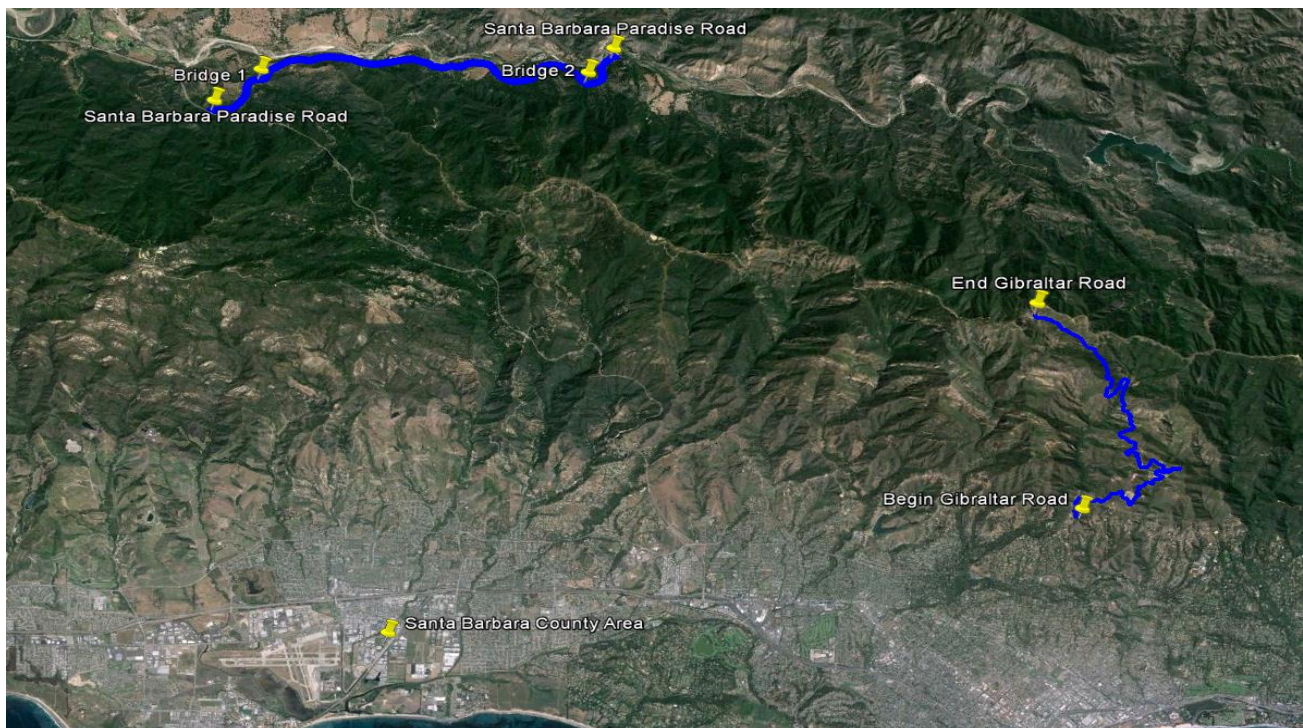
### **Location:**

The Central Federal Lands Highway Division (CFLHD) of the Federal Highway Administration (FHWA), in cooperation with the Los Padres National Forest (LPNF), and County of Santa Barbara (County), are proposing to overlay Paradise and Gibraltar Roads, both located in the Santa Ynez Mountains north of Santa Barbara, CA as shown in the project location map below. CA FLAP 51009(1) is located in Santa Barbara County, California.



Paradise Road is designated as Forest Road 5N18, and begins at the intersection with CA Route 154 (San Marcos Pass Road) and traverses through the Los Padres National Forest and increasingly popular recreation destinations such as the Paradise Campground and Day Use areas within the Los Padres National Forest, Rancho Oso (a Thousand Trails resort) and the Los Prietos Boys Camp and Academy, as well as other private and public recreations sites along the Santa Ynez River.

### **Location**



Gibraltar Road is designated at Forest Road 5N40. It begins at the intersection<sup>4</sup> of Las Canoas and Mountain Roads, about ¼ mile up Hillcrest Drive from State Route 192 (Mission Ridge Road). The paving for this road ends near the summit, at the intersection of Gibraltar (Forest Route 5N25) and East Camino Cielo Road (Forest Route 5N12). This route is used by many training cyclists which made this route popular, because of the grueling ascent of Rattlesnake Canyon (which climbs nearly 3,000 feet in just over seven miles at an average 7.7 percent grade). Aside from being steep and twisted, Gibraltar Road, while being paved, is still bumpy, beaten, and dusted with layers of sand and rocks.

A scoping meeting was completed in late August 2013 where attendees from CFLHD, Santa Barbara County and LPNF participated reviewing technical elements and issues associated with the project. This review helped identify improvements that are detailed in a Scoping Report, prepared by Jacobs, Inc., which formed the basis for much of the information that follows.

The two roads will be developed into one construction contract. However, the varying nature of the two roads will require the development of separate Categorical Exclusions. In addition, certain other design support documents (e.g., Highway Design Standards Form, Pavement Design, Design Technical Memorandum and PE Memorandum) will be best suited to be developed as standalone documents to provide maximum clarity. The plans, specifications and estimate will be developed as a single construction package.

Both Paradise and Gibraltar Roads are paved roadways. Paradise is classified as a major collector road with 11-ft paved travel lanes and 1-ft paved shoulders in rolling terrain with a posted operating speed of 40-45 miles per hour. The ADT is projected to grow to nearly 2,000 vpd in the design year of 2033. Gibraltar Road is classified as a local forest road in mountainous terrain with no posted speed. The traveled way varies from 16 to 24 feet with no painted centerline or edge line. The ADT is projected to grow to 500 vpd in the design year of 2033.

The existing corridor is maintained by the County under the permission granted by the Forest via a Special Use Permit on Paradise Road, and by Cooperative Agreement on Gibraltar Road. While no new ROW is needed, the County will need to address and resolve prior to construction temporary construction easements or permits for staging operations during construction.

AASHTO and Federal Lands Highway (FLH) design standards (as appropriate) will be used to design roadway geometric elements and appurtenances. Design decisions not meeting minimum acceptable standards will require approval of the County. Minimal design exceptions would be expected for this work. The construction contractor will incorporate the best management practices from design into the constructed project, and the County will take over responsibility for any NPDES requirements after construction is complete.

LPNF will be responsible for providing a fire plan for incorporation into the Special Contract Provisions.

Specific areas of concern or areas of required work by functional discipline follow:

### **Typical Section**

- The intent of this project is to maintain existing paved travel ways and shoulders for each roadway project. These widths are unique to each roadway.
- There are no paved pullouts that need to be paved on either roadway, however, paved approach driveways and access roads will match the pavement grade within the limits of the radius returns.
- Structural section (Pavement) alternatives will be developed based on a subsurface investigation, sub-grade testing, traffic and cost. Pavement alternatives will be developed by CFLHD and discussed during preliminary design process.

### **Utilities**

- While there are power and telecommunications in the area, no direct conflicts or relocations are anticipated. Some pole relocations may be desired to reduce conflicts within the roadside clear zone.
- Conflicts are the responsibility of the County to identify and clear prior to construction advertisement.

### **Environment and Permits**

- FHWA will be the lead NEPA Agency and will complete the NEPA compliance process. It is anticipated that a Categorical Exclusion will be prepared.
- A NPDES permits may be required. This will be validated during the CE process.
- A USFS Special Use Permit for construction could be required. If needed, FHWA will obtain form USFS.
- Other permits include a County Encroachment Permit.

### **Right of Way**

- County has provided existing ROW information. All roadway and drainage features are within existing Forest Special Use Permits.
- No new ROW anticipated.
- Additional documents will need to be obtained by the County to ensure that land ownership adjacent to the corridor by private lands is appropriately addressed and that TCEs through these lands are not needed.
- TCEs for staging and construction access are anticipated from the Forest. CFLHD will work with County to obtain.

### **Hydraulics**

- The existing drainage conditions along the project area are generally good.
- Some minor pipes have been identified for replacement and inlets cleaned.
- A formal drainage analysis is not necessary or recommended for the proposed improvements.

### **Geotechnical Analysis**

- Rockfall areas are somewhat active, but no rock fall mitigation is part of this project.
- No geotechnical investigation is necessary as no work is proposed outside the bench.

### **Highway Design**

- This is a standard 3R roadway project, evaluating curves for widening opportunities, validating ditch geometries for positive drainage and providing additional signage/stripping as appropriate, as well as some roadside clearing to enhance road safety.

### **Construction**

- It is anticipated that the work will last one season
- Traffic will need to be phased with one-way traffic alternated during the day, and two-way traffic opened at night on Paradise Road.
- Traffic may need to be significantly restricted on Gibraltar while the pulverizing and pavement work is underway.
- All traffic will be maintained on either existing or gravel surfacing until all work is completed near the end of the construction efforts. All paving will occur in one sequenced operation.
- The roads cannot be fully closed.

### **Bridge**

- Paradise Road has three bridges; two of which require no improvements according to the county. One bridge will be milled and overlaid, as the existing bridge is overlaid with pavement.
- All deck joints and seals will be checked during the initial development site meetings.

**F. BUDGET:**

**Paradise road**

<b><u>Item</u></b>	<b><u>Total</u></b>	<b><u>Comments</u></b>
Preliminary Engineering (PE)	\$ 150,000	
Construction contract (CN)	\$ 1,446,000	
Construction Engineering (CE)	\$ 150,000	
<b>Sub-total:</b>	<b>\$ 1,746,000</b>	
Project Contingency	\$ 90,000	Estimated at 5 %
<b>Total:</b>	<b>\$ 1,836,000</b>	

**Gibraltar road**

<b><u>Item</u></b>	<b><u>Total</u></b>	<b><u>Comments</u></b>
Preliminary Engineering (PE)	\$ 210,000	
Construction contract (CN)	\$ 2,166,000	
Construction Engineering (CE)	\$ 210,000	
<b>Sub-total:</b>	<b>\$ 2,586,000</b>	
Project Contingency	\$ 130,000	Estimated at 5 %
<b>Total:</b>	<b>\$ 2,716,000</b>	

**Project Total**

<b><u>Item</u></b>	<b><u>Total</u></b>	<b><u>Comments</u></b>
Preliminary Engineering (PE)	\$ 360,000	
Construction contract (CN)	\$ 3,612,000	
Construction Engineering (CE)	\$ 360,000	
<b>Sub-total:</b>	<b>\$ 4,332,000</b>	
Project Contingency	\$ 220,000	Estimated at 5 %
<b>Total:</b>	<b>\$ 4,552,000</b>	

A contingency of 5% has been added to this Agreement to account for variations in the preliminary and construction engineering as well as variation in the bidding of the construction contract. The local match for this contingency is estimated to be \$ 44,000.

**G. ROLES & RESPONSIBILITIES:**

**County of Santa Barbara:**

**During Project Development, County will:**

1. Review and sign this Project Agreement.
2. Attend reviews and meetings. 3 formal project meetings are anticipated to be held locally around Santa Barbara California
3. Provide available data on traffic, accidents, material sources, construction costs, and other technical information, which may be helpful to the project development in a timely manner.



4. In coordination with the Santa Barbara County Project Manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome.
5. Review within two weeks the plans and specifications at each phase of the design and provide project development support.
6. Provide ROW and utility information and coordination.
7. Acquire private property TCE if necessary. No property acquisition is anticipated.
8. Provide for utility relocations if necessary. Minor pole relocations are anticipated.
9. Obtain all rights necessary to construct, operate and maintain the facility
10. Sign CFL Utility and Right of Way certifications.

**During Construction, County will:**

1. If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract (FHWA, LPNF, contractor, etc.).
2. Designate a representative who will be the primary contact for FHWA's construction staff.
3. Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E.
4. Attend a final inspection with the FHWA and LPNF upon completion of construction.

**After Construction, County will:**

1. Assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted.
2. Provide long-term maintenance and operation of both roads covered by CA 51009(1).

**Los Padres National Forest (LPNF)**

**During Project Development, the LPNF will:**

1. Review and sign this Project Agreement.
2. Attend field reviews and meetings.
3. Review within two weeks the plans and specifications at each phase of the design and provide project development support.
4. In coordination with the FHWA project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome.
5. Provide overall direction regarding Forest Service policy and administration for the project and concur with the final plans and specifications.
6. Provide a fire plan for incorporation into the Special Contract Requirements.
7. Provide support to FHWA (respond to question regarding environmental issues), as requested, for the development of environmental documents.
8. Provide a Special Use permit or Temporary Construction Easement for any lands within the National Forest used for material sources, waste areas, or as staging areas for the contractor.
9. Develop a public information program in coordination with FHWA and the County.

**During Construction, the LPNF will:**

1. If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract (FHWA, County, contractor, etc.).
2. Designate a representative who will be the primary contact for the FHWA's Construction staff.
3. Continue to update and implement the public information program.
4. Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E.
5. Attend final inspection with the FHWA and County upon completion of construction.

**Federal Highway Administration, Central Federal Lands Highway Division**

**During Project Development, the FHWA will:**

1. Develop and sign this Project Agreement.
2. Manage project development schedule and preliminary engineering costs.
3. Perform pavement and geotechnical investigations.
4. Obtain all necessary permits.
5. Prepare the PS&E for the proposed project.
6. Prepare TCE plans, descriptions, and exhibits for the temporary construction access as necessary.
7. Advertise and award the contract. Bids will not be solicited by FHWA until the LPNF and County have concurred with the plans, specifications and proposed staging areas (if applicable).
8. Collaborate with the County to develop, and support the County to obtain the necessary temporary construction easements.

**During Construction, the FHWA will:**

1. Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract (CFLHD, LPNF and County, contractor, etc.).
2. Advertise and award project. Provide Project Engineer on site for construction administration.
3. 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.
4. Ensure that the contractor will bear all expense of maintaining traffic, other than snow removal and normal state or county maintenance work.
5. Verify adherence to environmental documents.
6. Attend final inspection with the LPNF and the County upon completion of construction.

## **H. ROLES AND RESPONSIBILITIES/SCHEDULE:**

Task	Responsible Lead	Schedule		Description of Critical Elements
		Start	Finish	
Project Development Planning	FHWA	9/1/13	12/15/13	Project Development Plan
Initial Design	FHWA	1/25/14	3/30/14	Development of 30% P&E
Pavement Investigation and Geotechnical Investigation	FHWA	2/10/14	4/20/13	Perform site investigation and provide design recommendations
Environmental Compliance	FHWA	2/1/14	7/15/14	Categorical Exclusion (CE) completed
Intermediate Design	FHWA	3/30/14	6/1/14	Development of 70% PS&E's
Pre-Final Design	FHWA	6/1/14	7/30/14	Development of 95% PS&E's
Final Design	FHWA	8/1/14	9/10/14	Development of final contract documents
Advertisement/Award/NTP	FHWA			In CA FLAP FY 2017 program and back-up project in FY 2014.

## **I. FUNDING**

Fund Source	Amount	Comments
<i>California Federal Lands Access Program (FLAP) funding</i>	\$ 3,641,600	
<i>Local Match—Santa Barbara County</i>	\$ 910,400	<i>20 % hard match.</i>
<b>TOTAL</b>	<b>\$ 4,552,000</b>	

## **J. 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.

Local match schedule of payments:

Milestone	Projected Match requirement	Schedule
Preliminary engineering	\$ 72,000	To be invoiced on a monthly basis at initiation of Preliminary Engineering activity.
Construction/Construction engineering/Contingency	\$ 838,400	To be invoiced on a monthly basis as progress payments are made to the contractor.

During Preliminary Engineering work activity, FHWA-CFLHD will provide quarterly reports showing actual cost and project remaining costs as well as current projected cost for construction contract and construction engineering.

Santa Barbara County will provide 20.0% of the total California Federal Lands Access program funding required for the project through construction contract completion, closeout and resolution of any contracting dispute, in an amount not to exceed that provided in separate funding agreement

**K. POINTS OF CONTACTS:**

**USFS – Los Padres National Forest:**

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**FHWA-CFLHD:**

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**County of Santa Barbara:**

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**L. 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.

**M. 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.

<b>FHWA</b>	<b>Santa Barbara County</b>	<b>LPNF</b>
<b>Project Development Team</b>	<b>Project Development Team</b>	<b>Project Development Team</b>
Project Manager: Thomas Puto	Charlie Elbert, Project Manager	Adam Furlow, Assistant Forest Engineer
Chief, Project Management Edward Hammontree	Walter Rubalcava Engineering Section Manager	Marsue Lloyd, Forest Engineer
Director, Project Delivery Michael Davies	Chris Sneddon Deputy Director Transportation	Peggy Hernandez, Forest Supervisor

**N. 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.