

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
Sept 3, 2025

Project / Facility Name: NV FLAP WAS CR34(1)

Project Route: Washoe County Road 34

State: Nevada

County: Washoe

Owner of Federal Lands to which the Project Provides Access: Bureau of Land Management

Entity with Title or Maintenance Responsibility for Facility: Washoe County

Type of Work:

The project purpose is to improve the pavement surface and increase safety of CR 34 to improve access to Bureau of Land Management (BLM) Black Rock Desert recreation sites. Work will generally include:

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

Right of Way: Acquisition of all right of way and easements needed for the project will be accomplished by Washoe County with FHWA-CFLHD support

Construction/Construction Contracting: Acquisition by contract of construction work in accordance with the (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: Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD), Washoe County, and the Bureau of Land Management (BLM)

The Program Decision Committee approved this project on

August 25, 2025

Date

AGREED:

Board of County Commissioners Chair
Washoe County

Date

Perry Wickham
Acting District Manager

Date

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Vivien Hoang
Chief of Business Operations
FHWA-CFLHD

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

Federal Lands Access Program funds will be used for the development and construction of this project, and Washoe County agrees to provide leveraged funds equal to \$1,874,000 of the total cost of the project, as detailed more fully in Sections J and K below. A separate funding agreement will be developed, and leveraged funds will be provided ahead of construction.

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

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

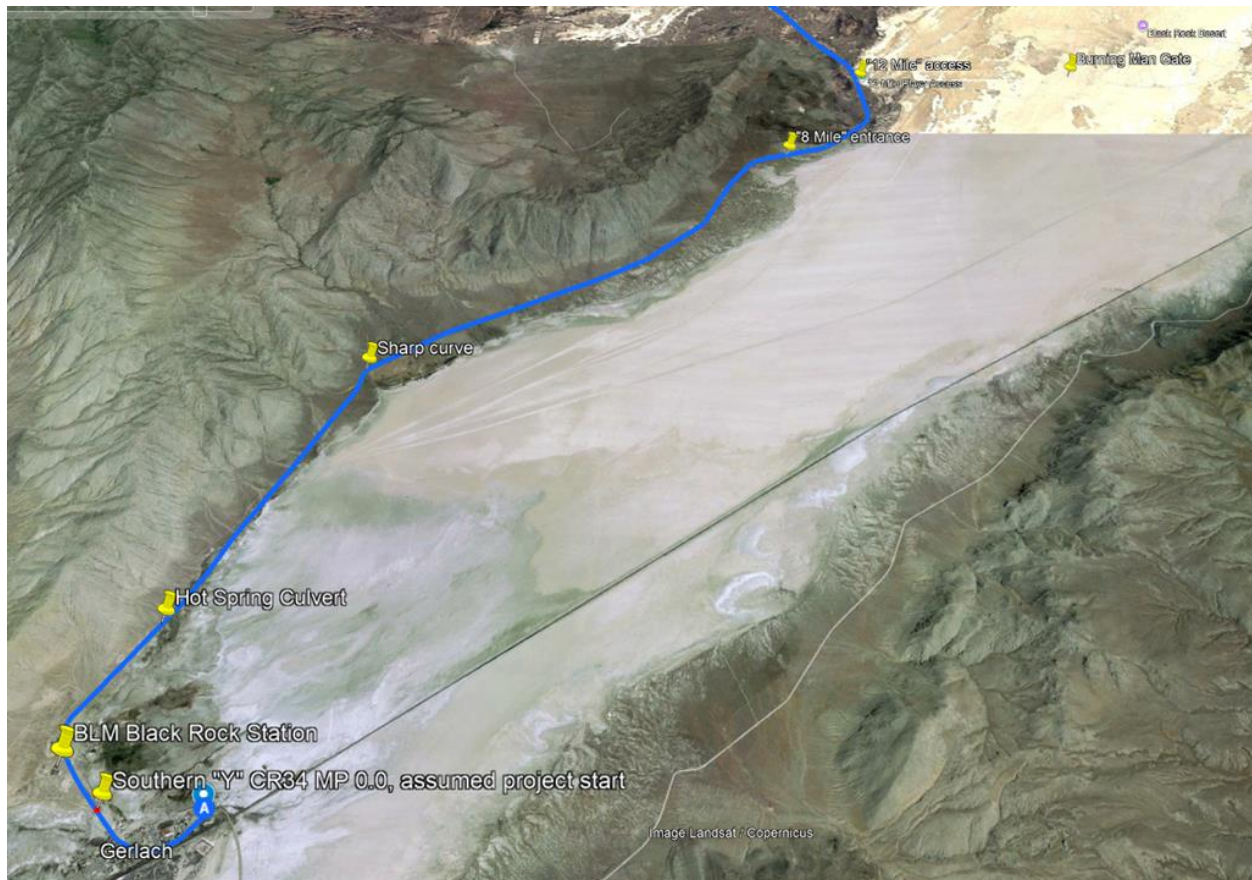
D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

Washoe County has coordinated project development with the BLM Black Rock Field Office and support of the project is documented in the Nevada Federal Lands Access Program Project Application for this project submitted by Washoe County to FHWA-CFLHD. Each party to this agreement has a primary role in the environmental review, design, and/or construction processes and shall coordinate their activities with the BLM Black Rock Field Office.

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E. PROJECT BACKGROUND/SCOPE

The project purpose is to improve the pavement surface and increase safety of CR 34 to improve access to Bureau of Land Management (BLM) Black Rock Desert recreation sites, located near Gerlach, Nevada. CR 34 provides access for year-round visitors and the Burning Man event in late summer each year, with an estimated 75,000 visitors and a high percentage of trucks. Scoping efforts recommend full depth rehabilitation of 9 miles of roadway, from CR447 to the primary “8 mile” entrance for Burning Man visitors. Safety improvements will include safety edges on shoulders, replacement/lengthening of culverts, improved aprons at accesses, as well as intersection reconfiguration improvements to the “Southern Y” at MP 0.0, reconfiguration/reconstruction of the substandard curve at approximate MP 4.2, and paving of a deceleration/turn lane to the “8 mile” entrance to the Playa.



General work anticipated and assumptions include:

- Project Management: FHWA-CFLHD will administer the project, including communications, coordination, scheduling, contracting, resourcing, and more.
- Environmental Compliance and Permitting: FHWA-CFLHD will be the lead agency for the environmental review process (compliance with NEPA and related laws and regulations,

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including Section 106 of the National Historic Preservation Act, Section 7 of the Endangered Species Act, and associated consultations) and for Clean Water Act permitting. It is anticipated that this project can be approved under an FHWA Categorical Exclusion.

- Survey: FHWA-CFLHD will perform on the ground surveys supplemented with data provided by USGS and/or the County.
- Highway Design and Safety: The project scope includes the full depth rehabilitation of 9 miles of pavement and the safety items listed above. Work will include iterative design of the project in cooperation with Washoe County and BLM, through 30%, 70%, 95%, and final design.
- Right of Way: Curve correction safety work may require additional ROW, which will be acquired by Washoe County with FHWA-CFLHD support. Permanent or temporary acquisitions needed would also be acquired by Washoe County with FHWA-CFLHD support.
- Utilities: The fiber optic line that runs under the southern shoulder of CR34 may be in conflict for shoulder and culvert extension work and/or require relocation at the curve correction location. The County will coordinate with the utility owner, and existing County permit conditions are expected to require the Utility to be responsible for relocations. Otherwise, utility relocations will be paid for by Washoe County and included in the project and coordination with all parties will be required.
- Geotechnical: FHWA-CFLHD will perform a minor geotechnical field investigation in conjunction with the pavement corings.
- Pavement Design: The preliminary pavement recommendation is 5 inches ACP on 8 inches of FDR roadway aggregate. FHWA-CFLHD will perform pavement corings and pavement investigation to determine the final pavement design.
- Hydrology/Hydraulics: FHWA-CFLHD will perform a hydrologic/hydraulic analysis of the existing culverts and required extensions.
- Construction: FHWA-CFLHD will advertise and award the construction contract, and administer construction, which is anticipated to extend 10 months (1 construction season) in 2029, with an expected shutdown during the Burning Man event.

F. PROJECT BUDGET

Item	Estimated Cost	Comments
Preliminary Engineering (PE) and Environmental Compliance	\$1,900,000	Includes Scoping Costs
Construction Contract (CN)	\$24,140,000	FY28 value
Construction Engineering (CE)	\$1,600,000	
Contingency	\$3,245,000	11.7% Contingency, which includes unaccounted for construction pay items and overall contingency.
Total	\$30,885,000	

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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 schedule and all project costs• Lead the development of the plans, specifications, and estimate (PS&E) in accordance with FHWA-CFLHD standards, policy, and guidance (note that engineering deliverables prepared by federal employees will not be signed or stamped)• Document any design exceptions to the AASHTO standards, agreed upon by the project team, on FHWA-CFLHD's highway design standards form• Lead all federal environmental compliance (including, but not limited to, NEPA, the National Historic Preservation Act, and the Endangered Species Act)• Prepare and approve environmental documents and make project decisions based on the documents• Conduct ROW research and obtain title reports for private parcels as required• Prepare right-of-way plans, legal descriptions, and other documents required for a Highway Easement Deed and any private parcels to be acquired• Identify utility conflicts and prepare utility conflict maps• Conduct preliminary engineering towards the development of the PS&E construction contract package• Ensure all permits required for Federally constructed projects are obtained• Advertise and award the contract (bids will not be solicited by FHWA-CFLHD until maintaining agency has concurred with the plans and specifications and provided signed ROW and utility certifications)• Perform construction engineering/administration of the construction contract	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract • Provide a 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 is consistent with the PS&E • Ensure that the contractor will bear all expenses of maintaining traffic, other than snow removal and normal state, county, and city maintenance work • Verify adherence to environmental documents and permits • Set up and lead final inspection upon completion of construction 	
Washoe County	<ul style="list-style-type: none"> • Review and sign this Memorandum of Agreement and other financial agreements (if required), within sixty days of receiving the notification letter • Attend reviews and meetings • Provide available data, including on traffic, crashes, material sources, construction costs, agreements, and other technical subjects, within two weeks of request • Review the environmental documents, plans, estimate, and specifications at each phase of design, and provide comments within two weeks of receipt • Coordinate with FHWA-CFLHD on environmental related issues • Coordinate with the other parties to create an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements • In coordination with the FHWA-CFLHD project manager, ensure that completed PS&E documents are consistent with the intended outcome 	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Acquire and fund appropriate local and state permits prior to advertisement of the project • Provide survey grade ROW mapping and a list of property owners (names and addresses) along the project corridor prior to project scoping • Review ROW plans and legal descriptions provided by FHWA-CFLHD • Acquire ROW and Temporary Construction Easements (TCEs) if necessary • Conduct value findings or appraisals for Fair Market Values • Approve value findings or appraisals for Fair Market Values • Prepare offers to landowners • Conduct ROW negotiations as necessary to acquire adequate rights from private landowners • Sign statement of legal sufficiency upon review of the draft Highway Easement Deed • Accept and record the Highway Easement Deed upon receipt • Complete all ROW activities prior to advertisement of the project • Sign FHWA-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 all available utility information and identify key points of contact for coordination with utility companies • Request utility surface locates prior to topographic survey by FHWA-CFLHD • Coordinate utility relocations, if necessary, per scope described above. Otherwise, utility relocations will be the responsibility of the project and coordination with all parties will be required. • Sign FHWA-CFLHD Utility Certification • Provide overall direction regarding agency policy and administration for the project • Concur with the final plans and specifications 	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Issue required encroachment permits at no cost to FHWA-CFLHD • Develop a public information plan in coordination with FHWA-CFLHD and the FLMA • 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-CFLHD's construction staff during construction • Consider proposed design changes, evaluate change impacts, and concur with changes as needed, ensuring that changes meet the requirements intended in the PS&E • Attend a final inspection and approve and provide final acceptance upon completion of construction • Upon final acceptance of the project, 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 • Perform reviews and provide information needed to support FHWA-CFLHD in resolution of contract disputes. 	
BLM	<ul style="list-style-type: none"> • Review and sign this Memorandum of Agreement within 60 days of receiving the notification letter • Attend reviews and meetings • Provide in a timely manner available data including but not limited to existing agreements or technical data • Review the environmental documents, plans and specifications at each phase of design, and provide comments within two weeks • In coordination with the FHWA-CFLHD project manager, ensure that completed PS&E documents are consistent with the intended outcome • Provide overall direction regarding FLMA policy and administration for the project • Concur with the final plans and specifications 	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none">• If required, issue a right of entry and Letter of Consent to transfer a Highway Easement Deed within 4 months of receipt of request• Provide a fire plan for incorporation into the Special Contract Requirements or approve the use of standard specification language• Coordinate with FHWA-CFLHD to identify an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements• Provide support to FHWA-CFLHD (respond to questions regarding environmental issues), as requested, for the development of environmental documents• Develop a public information program in coordination with FHWA-CFLHD and the maintaining agency• 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-CFLHD's Construction staff• Continue to update and implement the public information program• Consider proposed design changes, evaluate change impacts, and concur with changes as needed, ensuring that changes meet the requirements intended in the PS&E• Attend final inspection upon completion of construction	

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H. ROLES AND RESPONSIBILITIES—SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Finish	Comments
Maintaining Agency	Signed MOA and other financial documents	Nov 1, 2025	
FHWA-CFLHD	Preliminary Design	Nov 23, 2026	
FHWA-CFLHD	Environmental Compliance	Aug 10, 2027	Development and completion of environmental studies and documentation
Maintaining Agency	Signed ROW and Utility Certifications	Jul 31, 2028	
FHWA-CFLHD	Final Design	Jul 31, 2028	Development of PS&E
FHWA-CFLHD	Obtain appropriate Permits	Jul 31, 2028	
Maintaining agency	Obtain appropriate local and state permits	Jul 31, 2028	
FHWA-CFLHD	Advertise, Award and NTP	Sep 11, 2028	
FHWA-CFLHD	Administer Construction Contract	Mar 18, 2030	Construction Engineering

I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	AASHTO	
Functional Classification	Local Road	
Surface Type	Asphalt	
Design Volume	TBD	

J. FUNDING

PROJECT FUNDING			
Funding Source	Estimated Funding		Comments
Federal Lands Access Program	\$29,011,000		
Washoe County	\$1,874,000		Leveraged/Partner-Provided Funds
Total	\$30,885,000		

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Washoe County is responsible for support costs incurred in completing the roles and responsibilities detailed in Section G. These costs will not be included in the total project cost and are the financial responsibility of the applicant in addition to the funding as described in the table above.

If during implementation of the project it is determined that the total project cost exceeds \$30,885,000, the Central Federal Lands Highway Division and Washoe County will either mutually agree to reduce the scope of the project or execute a modification to this agreement to change funding amounts.

K. LEVERAGED/PARTNER-PROVIDED FUNDS

Washoe County will provide leveraged funds of \$1,874,000 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.

Leveraged funds or cost sharing requirements will be satisfied following the obligation of funds to the project as detailed above in Section J.

L. PROJECT TEAM MEMBERS—POINTS OF CONTACT

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

Name/Title	Organization	Phone Number/Email
Michon Reede, PE Sr. Licensed Engineer	Washoe County	(775) 328-2310 MReede@washoecounty.gov
Jonah Blustain BRFO Field Manager	BLM Black Rock Field Office Winnemucca District	(775) 623-1579 jblustain@blm.gov
Steve Sherman, PE Project Manager	FHWA-CFLHD	(720) 963-3586 steve.sherman@dot.gov

M. CHANGES/AMENDMENTS/ADDENDUMS

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

The types of changes requiring agreement of all parties include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local leveraged funds, either in type or responsibility; and 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.

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

N. ISSUE RESOLUTION PROCEDURES MATRIX

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

FHWA-CFLHD	Local/State Agency	FLMA	Time
Steve Sherman Project Manager	Michon Reede Sr. Licensed Engineer	Jonah Blustain BRFO Field Manager	30 days
Wendy Longley, Project Management Branch Chief	Dwayne Smith Division Director Engineering & Capital Projects	Jonah Blustain BRFO Field Manager	60 days
Curtis Scott, Chief of Engineering	Eric Crump Director	Perry Wickham Acting District Manager	90 days

O. TERMINATION

This agreement may be terminated by a funding party upon 30 calendar days after written notice to the other parties. This agreement may also be terminated if either the environmental review (or other state environmental compliance) 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 funding parties' financial liabilities shall be in the amount of the applicable share percentages of the total reasonable costs expended on the project prior to the effective date of termination. Reasonable costs shall include all items/services rendered and the costs of any non-cancelable obligations incurred prior to the effective date of termination.