

**Federal Highway Administration
Federal Lands Highway
AGREEMENT
DTFH68-15-E-00034**

Modification #006

CA FLAP ED CR147(2) Ice House Road

PARTIES TO THE AGREEMENT

| | |
|--|---|
| Reimbursing Organization | Organization to be Reimbursed |
| County of El Dorado, CA | Federal Highway Administration Central Federal Lands Highway Division 12300 West Dakota Ave Lakewood, CO 80228 |
| UEI (Unique Entity Identifier): UJSDBFWMWTS4 | UEI: TNG9SCVNCUW5 |

POINTS OF CONTACT FOR THE AGREEMENT

| | |
|--|---|
| Reimbursing Organization Finance Point of Contact | Organization to be Reimbursed Finance Point of Contact |
| Name: Becky Morton, Chief Fiscal Officer Address: 2850 Fairlane Court Placerville, CA 95667 Phone: 530-621-4008 E-mail: becky.morton@edcgov.us | Name: Suzanne Schmidt Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3356 E-mail: suzanne.schmidt@dot.gov |
| Reimbursing Organization Program Point of Contact | Organization to be Reimbursed Program Point of Contact |
| Name: Matthew Smeltzer Address: 2850 Fairlane Court Placerville, CA 95667 Phone: 530-621-5912 E-mail: matt.smeltzer@edcgov.us | Name: Ryan Mathis Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3728 E-mail: ryan.mathis@dot.gov |

PERIOD OF PERFORMANCE

From: April 20, 2015
To: December 31, 2026

LEGAL AUTHORITY

23 U.S.C. 201 and 204

TOTAL AGREEMENT AMOUNT

Original Agreement Amount: \$10,000.00
Modification #001: \$1,367,246.00
Modification #002: \$1,213,406.00
Modification #003: \$1,000,168.00
Modification #004: \$200,000.00
Modification #005: \$0.00
Modification #006: -\$50,000.00
Total Agreement Amount: **\$3,740,820.00**

PAYMENT TERMS AND SCHEDULE

EFT

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES

This modification (#006) reduces the Agreement amount by \$50,000.00 as stated in the attached SOW.

AUTHORIZED APPROVALS

| | |
|--------------------------------|---|
| For Reimbursing Organization | For Organization to be Reimbursed |
| Signature _____ Title _____ | Signature _____ Title: Contracting Officer |
| Date _____ | Date _____ |

Statement of Work

Project: CA FLAP ED CR147(2), Ice House Road
Reimbursable Agreement No.: DTFH68-15-E-00034
Modification #002 – January 17, 2018
Modification 003 – March 29, 2022
Modification 004 – December 20, 2023
Modification 006 – January 7, 2026

- I. Introduction: The County of El Dorado, CA will provide funding to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) to perform preliminary engineering, construction, and construction engineering activities for the CA FLAP ED CR147(2) Ice House Road project. The County of El Dorado, CA will be referred to as the Requesting Agency. CFLHD will be referred to as the Servicing Agency.
- II. Location: From Peavine Ridge Road (MP 6.37) to the northern intersection of Wentworth Springs Road (MP 23.94) for a distance of 17.57 miles in the County of El Dorado, CA.
- III. Work Required: The work required will include the development of contract (plans, specifications, and estimate) for the advertisement and award of a construction project to complete this work and provide contract administration and construction engineering services.

The full scope of the proposed project is to include preliminary engineering, construction and construction engineering of Ice House Road from Peavine Ridge Road, MP 6.37, to the northern intersection of Wentworth Springs Road, MP 23.94, for a distance of 17.57 miles. The current asphalt surface is in an advanced state of deterioration. The project is to reconstruction 17.57 miles of existing two lane paved roadway to a width of 24 feet. The general scope of improvements includes milling and pulverizing existing pavement, new asphalt surface with 11-foot lanes and 1-foot shoulders, minor drainage structure improvements, minor embankment stabilization in select areas, clearing, grubbing, signing, pavement markings, delineation, and other safety-related features necessary to meet current design practice. This agreement documents the intent of the parties and commits the Requesting Agency to provide its share of costs.

Modification 003: Project will also include replacement of bridge barrier rail on five bridges on Ice House Road at Tells Creek, Big Silver Creek, Jones Fork Silver Creek, South Fork Silver Creek, and South Fork Rubicon River.

This Agreement does not obligate (commit to the expenditure of) Federal funds for construction nor does it commit the parties to complete the project. This agreement documents the intent of the parties and commits the Requesting Agency to provide its share of eligible project costs. The Requesting Agency understand that any final decision as to design and construction will be made by the Programming Decisions Committee after completion of the scoping effort and any environmental analysis required under the National Environmental Policy Act. Any decision to proceed with the design and construction of the project will depend on the availability of appropriations and matching funds at the time of obligation and other factors, such as issues raised during the NEPA

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processes, a natural disaster that changes the need for the project and a change in Congressional authorization.

Refer to Project Agreement for more information regarding roles and responsibilities.

IV. Non-Federal Share of Costs: The estimated project costs are as follows:

| PROJECT BUDGET | | | |
|---|----------------------------------|--------------------|-----------------|
| Item | Schedule A & Option X | Option Y | Comments |
| Preliminary Engineering (PE) and Environmental Compliance | \$990,000 | \$90,000 | |
| Construction Contract (CN) | \$20,440,000 | \$1,500,000 | Rounded |
| Construction Engineering (CE) | \$1,167,000 | \$53,000 | |
| Contingency | \$1,130,000 | \$83,000 | 5% Contingency |
| Total | \$23,727,000 | \$1,726,000 | |

| PROJECT FUNDING | | | |
|---|--------------------------|---------------------------|---|
| Funding Source | Estimated Funding | % of Total Project | Comments |
| Federal Lands Access Program (FLAP) | \$21,514,380 | 84.5% | |
| El Dorado County | \$3,740,820 | 14.7% | FLAP Match (This Agreement) DTFH68-15-00034 |
| Highway Safety Improvement Program (HSIP) | \$197,800 | 0.8% | Separate agreement (FTA) with Caltrans 6982AF-22-K-500018 |
| Total | \$25,453,000 | | |

Modification 006:

The Requesting Agency will provide non-federal local funds in the amount of a minimum of 12.8% or \$3,740,820, whichever is greater, of the total Federal Lands Access Program eligible costs required to complete the work as shown above. This modification reduces the funding provided by El Dorado County by \$50,000 to cover costs of the County replacing undersized sign panels.

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~~**Modification 004: The Requesting Agency will provide non-federal local matching funds in the amount of a minimum of 12.8% or \$3,790,820, whichever is greater, of the total Federal Lands Access Program eligible costs required to complete the work as shown above.**~~

The Requesting Agency is not required to reimburse CFLHD for any costs incurred prior to the date of this Agreement.

V. Period of Performance:

Modification 005: All work associated with this agreement will be completed no later than December 31, 2026.

VI. Technical Representative: Agreement Points of Contact for this Agreement are:

Modification 003: Ryan Mathis, 720-963-3728, ryan.mathis@dot.gov

Matthew Smeltzer, 530-621-5912

VII. Roles and Responsibilities

Refer to the Project Agreement.

VIII. Financial Administration:

A. **Total Agreement Amount:**

Modification 003: Not to exceed \$3,590,820.00

Modification 004: Not to exceed \$3,790,820.00

Modification 006: Not to exceed \$3,740,820.00

B. **Funding Citations:** 23 U.S.C. 201 and 204.

C. **Reimbursable Payment:**

Modification 004: CFLHD will invoice the Requesting Agency monthly in the amount of approximately 14.9% of the total Federal Lands Access Program eligible costs expended for the project.

Regardless of the estimate, the Requesting Agency will provide the required match, as documented above in the Project Funding Table, of the total Federal Lands Access Program eligible costs expended on the project through construction contract completion, closeout, and resolution of any disputes, in

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an amount not to exceed that provide in this Agreement.

CFLHD is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the CFLHD. CFLHD shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this agreement.

CFLHD will provide an Invoice Summary Report if requested by the Requesting Agency on a monthly basis. An Invoice Summary Report sample is shown below.

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|  | | CENTRAL FEDERAL LANDS HIGHWAY DIVISION 12300 West Dakota Avenue Lakewood, CO 80228 | | |
|---|----------------------------|--|---------------------------------------|------------------------------|
| INVOICE SUMMARY REPORT | | | | |
| Invoice #: | 99999 | | | |
| Project Name: | CO FLAP 100(1) SAMPLE ROAD | | | |
| Applicant: | COUNTY, CO 20.00% | | | |
| Reporting Date ⁽¹⁾ : | 2/1/2017 | <i>Notes: Sample Invoice Summary Report that can be provided with each invoice as requested.</i> | | |
| Previous Reporting Date: | 1/1/2017 | | | |
| Active Project Phase: | Construction | | | |
| Local Match - Reimbursable Agrmnts: | CFLHD Account # | Amount | Comments | |
| DTFH6816E000xx | 15A608000000 | \$2,500,000.00 | Full scope of work | |
| Total | | \$2,500,000.00 | | |
| Project Cost Summary | Budget | Costs to Date ⁽²⁾ | Remaining Costs ⁽³⁾ | Total Projected Costs |
| Scoping/Preliminary Engineering | \$1,000,000.00 | \$995,000.00 | \$0.00 | \$995,000.00 |
| Construction Contract | \$10,000,000.00 | \$1,500,000.00 | \$8,500,000.00 | \$10,000,000.00 |
| Construction Engineering | \$1,000,000.00 | \$25,000.00 | \$975,000.00 | \$1,000,000.00 |
| Contingency | \$500,000.00 | \$0.00 | \$0.00 | \$0.00 |
| Total | \$12,500,000.00 | \$2,520,000.00 | \$9,475,000.00 | \$11,995,000.00 |
| Funding Split - Costs to Date | % | Total | Previously Paid | Current Due |
| Federal Lands Access Program | 80.00% | \$2,016,000.00 | \$1,664,400.00 | \$351,600.00 |
| Current Local Match ⁽⁵⁾ | 20.00% | \$504,000.00 | \$416,100.00 | \$87,900.00 |
| Total | 100.00% | \$2,520,000.00 | \$2,080,500.00 | \$439,500.00 |
| Current Local Match Surplus(+)/Shortfall(-) ⁽⁵⁾: | | | | \$0.00 |
| Funding Split - Total Projected Costs | % | Total | Previously Paid | Remaining Due |
| Federal Share | 80.00% | \$9,596,000.00 | \$1,664,400.00 | \$7,931,600.00 |
| Required Local Match | 20.00% | \$2,399,000.00 | \$416,100.00 | \$1,982,900.00 |
| Total | 100.00% | \$11,995,000.00 | \$2,080,500.00 | \$9,914,500.00 |
| Reimbursable Agreement Projected Surplus(+)/Shortfall(-) ⁽⁴⁾: | | | | \$101,000.00 |
| Previous Invoices/Payments | Invoice Date | Invoice Amount | Payment Date | Payment Amount |
| DTFH6816E000xx (99992) | 3/31/2017 | \$11,600.00 | 4/15/2017 | \$11,600.00 |
| DTFH6816E000xx (99993) | 4/30/2017 | \$7,500.00 | 5/18/2017 | \$7,500.00 |
| DTFH6816E000xx (99994) | 5/31/2017 | \$189,000.00 | 6/12/2017 | \$189,000.00 |
| DTFH6816E000xx (99995) | 6/30/2017 | \$208,000.00 | 7/15/2017 | \$208,000.00 |
| DTFH6816E000xx (99996) | 7/31/2017 | \$87,900.00 | | |
| Total | | \$504,000.00 | | \$416,100.00 |
| ⁽¹⁾ The Reporting Date is the date that the report was run to calculate Costs to Date. ⁽²⁾ The Costs to Date are the total project FLAP eligible expenditures when the report was run. ⁽³⁾ The Remaining Costs are the projected remaining costs for the project ⁽⁴⁾ This is for information only. CFLHD is limited to the recovery of the matching share of actual costs incurred only. CFL will not incur costs which result in matching funds required exceeding the costs agreed to in the reimbursable agreement(s). If additional funds are required to complete the project, CFL will work with the requesting agency to modify the agreement(s). ⁽⁵⁾ During Scoping and Design of a project the % of match invoiced compared with the required match will fluctuate due to limitations with the financial system. The % will be reconciled during the remainder of the Design Phase and/or during the Construction Phase of the project. | | | | |

Upon receipt of the invoice of costs incurred and authorized, the Requesting Agency will issue payment via one of the methods listed below.

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D. Method of Billing:

CFLHD will bill the Requesting Agency, in accordance with the payment terms and schedule as agreed upon in the Agreement.

CFLHD requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA/CFLHD-ID Agreement Number: **DTFH68-15-E-00034**

Option 1 (Preferred Method)

- Plastic card or Automatic Clearing House Payment (ACH Direct Debit)
- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option 2

- Mail check payment to the following address for Paper Check Conversion (PCC) processing:

Make Check Payable To:
FEDERAL HIGHWAY ADMINISTRATION

Mailing Address:
DOT/FEDERAL HIGHWAY ADMINISTRATION
C/O MIKE MONRONEY AERONAUTICAL CENTER
6500 S. MacArthur Blvd.
ATTN: AMZ-324, HQS BLDG RM 265
Oklahoma City, OK 73169-6918

- Notice to customers making payment by check:
 - Please notify cfl.finance@dot.gov if mailing a check.
 - When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
 - When we use information from your check to make an

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electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at (PCCOTC.GOV), or call toll free; at (1-800-624-137 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.

- IX. Modifications: Any modifications to the Agreement must be made in writing and agreed to by both parties. Such modifications are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

- X. Termination: This agreement will terminate upon the date specified in Section V or upon 30 calendar days after written notification to the other party. If this agreement is terminated by either party the Requesting Agency's liability shall extend only to pay for its share of the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated by CFLHD its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination.

County Road 147 Ice House Road 3R Phase 2

PROJECT AGREEMENT

CA FLAP ED CR147(2)

Date: January 17, 2018

Modification 003 – March 29, 2022

Modification 004 – December 20, 2023

Modification 006 – January 7, 2026

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 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.

Matthew Smeltzer
Deputy Director of Engineering
El Dorado County

Date

Jeff Marsolais
Forest Supervisor
Eldorado National Forest

Date

Ryan Mathis – Project Manager
Federal Highway Administration (FHWA)
Central Federal Lands Highway Division (CFLHD)

Date

~~Judy Salomonson~~ **Vivien Hoang** – Chief of Business
Operations
Federal Highway Administration (FHWA)
Central Federal Lands Highway Division (CFLHD)

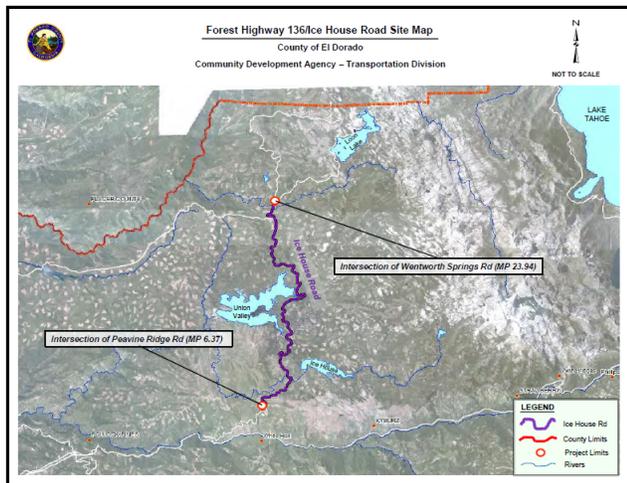
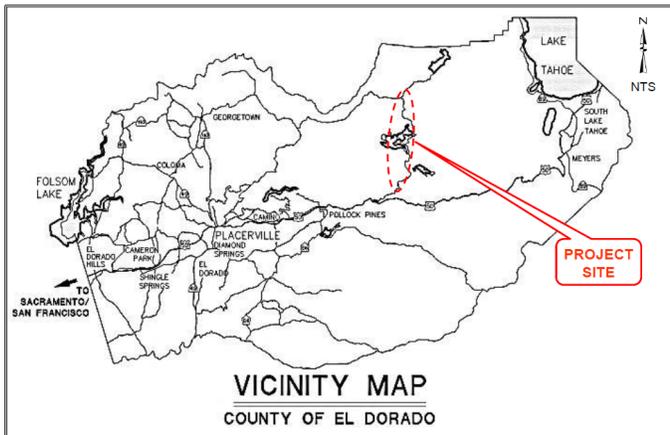
Date

PROJECT LOCATION:

The Central Federal Lands Highway Division (CFLHD) of the Federal Highway Administration (FHWA), in cooperation with the Eldorado National Forest (ENF), and El Dorado County (County), are proposing improvements to Ice House Road as shown in the project location map below. The project formally named CA FLAP ED CR147(2), Ice House Road, is located in El Dorado County, California. The route is also designated as El Dorado County Route 147 (ED CR-147). The route begins at the intersection with US Highway 50 and extends 31 miles to Loon Lake.

There are several campgrounds for tent and RV camping. Ice House Road also connects to a 12-mile segment of the Rubicon Trail that begins at Loon Lake and extends to Lake Tahoe. The route also connects to Desolation Wilderness, 64,000 acres with 117 miles of hiking trails across the Sierra Nevada.

Project Location Map



The Federal Lands Access Program (FLAP) provides funds for work on public highways, roads, bridges, trails, and transit systems that are located on, are adjacent to, or provide access to Federal Lands. These facilities must be owned or maintained by a state, county, town, township, tribe, municipal, or local government. This program is a relatively new program, being created under Moving Ahead for Progress in the 21st Century (MAP-21). This program places emphasis on projects that provide access to high-use recreation sites or Federal economic generators.

During 2015, the California Call for Projects efforts for the MAP-21 Forest Lands Access Program (FLAP), the California Program Decision Committee (PDC) came to consensus on selecting Ice House Road as one of the projects for this program.

During 2017, an additional 9.27 miles of Ice House Road were submitted for consideration. The California PDC selected this section of road for the FLAP program.

For efficiency in overall design and construction costs, CFLHD and El Dorado County, with PDC concurrence, have elected to combine the two sections into one project totaling 17.57 miles in length. The project number and name will be CA FLAP ED CR147(2), Ice House Road.

PROJECT SCOPE:

This project is generally described as a 3R rehabilitation project, milling, pulverizing and replacing approximately 17.57 miles of existing two lane paved roadway with 11-foot lanes and 1-foot shoulders from MP 6.37 (Peavine Ridge Road) to the northern intersection of Wentworth Springs Road (MP 23.94), the termini of the Ice House Road Phase 1 CR 147(1) project. Also included are minor drainage improvements including culvert replacements and inlet repairs at select locations as well as making minor improvements to select pullouts. Centerline striping and added white edge lines will enhance road safety. Utility conflicts are not anticipated. The existing corridor is maintained by the County under the permission granted by the Forest via a Special Use Permit. Right-of-way will need to be verified through portions of the corridor that are owned by Sierra Pacific Industries (SPI), a logging company. There should be some form of easement through these lands, but none was identified by the County. Temporary construction permits will likely be required for staging operations during construction, but no permanent



ROW is anticipated.

Ice House Road is a paved two-lane roadway classified as a rural minor collector in mountainous terrain with a non-posted operating speed of 30 to 40 miles per hour. The ADT is projected to grow to around 2,000 vehicles per day in the design year of 2035. Travel lanes of 11-ft and 1-ft paved shoulders are proposed to match the existing approach roadways.

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 require approval of the County. 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.

The roadway is open all year due to plowing performed in the winter time, but construction activities will be limited to May to October.

The ENF will be responsible for providing a fire plan and seeding mix for incorporation into the Special Contract Provisions.

Potential issues include acquisition of TCE's for staging and construction access from up to 2 different ownerships (Forest and the SPI). All staging areas will require Forest Service approval and environmental clearance. No utility relocation work is anticipated.

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

Typical Section

- The intent of this project is to provide/maintain a paved 11-ft travel lane, and a 1-ft paved shoulder throughout for each direction.
- The existing pavement is anticipated to be milled, pulverized and overlaid.
- No widening or adjustments to the typical section are anticipated.
- At the five bridge locations work will be suspended across the bridge. The only work element will be to adjust the guardrail and terminals on either side of the bridge to meet current height requirements. The bridge decks were recently resurfaced in 2011.
- Structural section (Pavement) alternatives will be developed based on a subsurface investigation, traffic, and cost. Alternatives will be discussed during preliminary design.
- Potentially remove the two existing cattle guards with input from the Natural Resource Staff Officer (ENF).

Utilities

- While there are power and telecommunications in the area, no conflicts or relocations are anticipated.
- Conflicts are the responsibility of the County to identify and clear prior to construction advertisement.
- El Dorado County will provide information on existing utility agreements or easements.

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.
- It is anticipated that a 401/404 and NPDES permits will be required.
- A USFS Special Use Permit for construction is required.
- A potential use of the Programmatic Agreement between the Forest Service Region 5 and the California State Historic Preservation Office for use in compliance with Section 106 of the National Historic Preservation Act.
- CFLHD is exempt from a California Department of Fish and Game Code 1602 Stream Alteration Permit
- Other permits include an El Dorado County Encroachment Permit and County Grading Permit.

Right of Way

- No formal ROW documents or easement are in existence. El Dorado County has a grant of easement through the Sierra Pacific Industries property and a Special Use Permit through the Forest Service property until Loon Lake. All roadway and drainage features are within existing Forest Special Use Permits and easement.
- No new ROW anticipated.
- Additional documents will need to be obtained by the County to ensure that land ownership along the corridor through private lands is validated and that TCEs through these lands are not needed.
- TCEs for staging and construction access are anticipated from the Forest. CFL will work with County to obtain.
- A Department of Transportation Highway Easement Deed will be developed for the route on the Forest Service portion of the road to formalize an easement for operation and maintenance of the roadway by El Dorado County.

Hydraulics

- The existing drainage conditions along the project area are generally good.
- County maintenance personnel are not aware of specific areas of concern, including no known sites for overtopping or capacity issues.
- Drainage conditions will be improved by replacing culverts damaged or corroded minor culverts, cleaning of existing culverts, and providing improved roadside ditches.
- Paved and earth ditches are also anticipated in some locations. Existing paved ditches will generally be left in place but some of the paved ditch will be resurfaced and asphalt curb replaced.
- A formal drainage analysis is not necessary or recommended for the proposed improvements.

Geotechnical/Pavement Analysis

- Rock fall areas are active, but no rock fall mitigation is required.

- Isolated sections of the road will require deep patches with subexcavation to address pavement failures.
- Much of the soil underlying the project area consists of glacial till, moraines and outwash. These soils, which can be described as silty/sandy gravels or gravelly/silty sands, may contain large quantities of cobbles and boulders.
- This project appears to have more severe distresses at the higher elevation locations which receive more moisture and more freeze thaw cycles.
- Minor geotechnical repair areas include one retaining wall and rock fall areas with relatively small sized rocks.
- There is a concern about pavement designs that would raise the grade. There are several areas that currently have a vertical drop at the pavement edge of 4 to 6 inches. Raising the grade would increase the hazard. Other reasons for preferably not raising the grade include: matching existing grade at the fog line in paved ditch locations; and numerous areas adjacent to ephemeral drainages and other sensitive environmental resources. Milling followed by pulverizing and overlaying will retain the existing elevation of the road.

Highway Design

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

Modification 003:

- Replacement of bridge barrier rail on five bridges on Ice House Road at Tells Creek, Big Silver Creek, Jones Fork Silver Creek, South Fork Silver Creek, and South Fork Rubicon River.

Construction

- It is anticipated that construction 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.
- The temporary roadway will be maintained on pulverized asphalt surfacing until all of the paving is completed near the end of the construction efforts.
- The road cannot be closed.

PROJECT RESPONSIBILITIES:

El Dorado County:

During Project Development, County will:

1. Review and sign this Project Agreement.
2. Attend reviews and meetings.
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. Review within two weeks the plans and specifications at each phase of the design and provide project development support.
5. Provide ROW and utility information and coordination.
6. Acquire private property TCE if necessary. *No property acquisition is anticipated.*
7. Provide for utility relocations if necessary. *No utility conflicts are anticipated.*
8. Obtain all rights necessary to construct, operate and maintain the facility.
9. Sign CFL Utility and Right of Way certifications.
10. Sign CFL Highway Design Standards Form.

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, ENF, 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 ENF upon completion of construction.
5. If required, perform clearing prior to construction.
6. If required, perform selective clearing, ditch reconditioning, culvert repairs, and/or culvert replacements as a separate maintenance project.

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 roadway constructed under this project.
3. **Replace undersized sign panels to meet County preference.**

Eldorado National Forest (ENF)

During Project Development, the ENF 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 and seed mix 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 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 ENF 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 ENF 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, ENF 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 ENF and the County upon completion of construction.

PROJECT TEAM MEMBERS:

USFS – Eldorado National Forest:

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PROJECT BUDGET:

| | <u>Schedule A & Option X</u> | <u>Option Y</u> | <u>Comments</u> |
|---|----------------------------------|---------------------------|------------------------------|
| Item | | | |
| Preliminary Engineering (PE) and Environmental Compliance | <u>\$990,000</u> | <u>\$90,000</u> | |
| Construction (CN) | <u>\$20,440,000</u> | <u>\$1,500,000</u> | <u>Rounded</u> |
| Construction Engineering (CE) | <u>\$1,167,000</u> | <u>\$53,000</u> | |
| Contingency | <u>\$1,130,000</u> | <u>\$83,000</u> | <u>5% Contingency</u> |
| Total | <u>\$23,727,000</u> | <u>\$1,726,000</u> | |

| Project Funding | | | |
|---|----------------------------|---------------------------|----------------------------------|
| <u>Funding Source</u> | <u>Estimated Funding</u> | <u>% of Total Project</u> | <u>Comments</u> |
| Federal Lands Access Program (FLAP) | <u>\$21,514,380</u> | <u>84.5%</u> | |
| El Dorado County | <u>\$3,740,820</u> | <u>14.7%</u> | FLAP Match RA DTFH68-15-00034 |
| Highway Safety Improvement Program (HSIP) | <u>\$197,800</u> | <u>0.8%</u> | 6982AF-22-K-500018 |
| Total | <u>\$25,453,000</u> | | |

Modification 004:

The Requesting Agency will provide non-federal local matching funds in the amount of a minimum of 12.8% or \$3,790,820, whichever is greater, of the total Federal Lands Access Program eligible costs required to complete the work as shown above.

Modification 006:

The Requesting Agency will provide non-federal local funds in the amount of a minimum of 12.8% or \$3,740,820, whichever is greater, of the total Federal Lands Access Program eligible costs required to complete the work as shown above. This modification reduces the funding provided by El Dorado County by \$50,000 to cover costs of the County replacing undersized sign panels.

PROJECT SCHEDULE:

| Task | Responsible Lead | Schedule | | Description of Critical Elements |
|---|------------------|----------|---------|---|
| | | Start | Finish | |
| Project Development Planning | FHWA | 06/2015 | 07/2015 | Project Development Plan |
| Initial Design | FHWA | 08/2017 | 05/2018 | Development of 30% PS&E |
| Pavement Investigation and Geotechnical Investigation | FHWA | 09/2017 | 12/2017 | Perform site investigation and provide design recommendations |
| Environmental Compliance | FHWA | 05/2018 | 10/2018 | Categorical Exclusion (CE) completed, and 401 and 404 permits approved |
| Intermediate Design | FHWA | 10/2018 | 04/2019 | Development of 70% PS&E's |
| Pre-Final Design | FHWA | 04/2019 | 08/2019 | Development of 95% PS&E's |
| Final Design | FHWA | 08/2019 | 2023 | Development of final contract documents |
| Advertisement/Award/NTP | FHWA | 2023 | 2024 | Dependent on FLAP funding and County match being in place, obligation late 2023 with construction in 2024 |

CONTRACTING AND PROCUREMENT:

FHWA, as the contracting office, will review the available contracting options, and with the concurrence of the County, utilize the most effective contracting method. Where possible, A+B (Cost + Time) will be used to determine the lowest bidder and minimize disruption due to construction operations.

The Contract Special Provisions will make an offer to the contractor to enter into a partnering work session with all parties involved in the contract. In addition, the contractor will be encouraged to develop, prepare, and submit value engineering change proposals (VECPs) and share in any contract savings realized from accepted VECPs.

ACCEPTABILITY AND CHANGES:

Unless this agreement is modified in writing, it is expected that this project will be delivered within the stated scope, schedule, and budget. If changes are required, the responsible team member will escalate the change needs, with justification for the change, to the team leaders. The team leaders will assure that additional funds are available to accommodate the change. It is the responsibility of the project development team to recognize when changes are needed and to make timely notification to management in order to avoid project delivery delays.

ESCALATION MATRIX:

| FHWA-CFLHD | El Dorado County | Eldorado National Forest |
|--|---|-------------------------------------|
| Project Development Team | Project Development Team | Project Development Team |
| Project Manager: Ryan Mathis | Deputy Director - Design: Matthew Smeltzer | Civil Engineer Rocio Espinoza |
| Chief of Engineering: Curtis R. Scott | Director Department of Transportation Rafael Martinez | Forest Supervisor Jeff Marsolais |
| Division Director: Marcus Wilner | Board of Supervisors: El Dorado County | |