

**Federal Highway Administration
Federal Lands Highway
AGREEMENT**

DTFH68-13-E-00077

PARTIES TO THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
County of El Dorado	Federal Highway Administration Central Federal Lands Highway Division 12300 West Dakota Ave Lakewood, CO 80228
DUNS Number: 84-226-5527 TIN: 94-6000511	DUNS Number 126129936

POINTS OF CONTACT FOR THE AGREEMENT

Reimbursing Organization Finance Point of Contact	Organization to be Reimbursed Finance Point of Contact
Ruth Young, CFO 2850 Fairlane Court Placerville, CA 95667 530-621-5934 ruth.young@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
Matt Smeltzer 2850 Fairlane Court Placerville, CA 95667 530-621-5912 matt.smeltzer@edcgov.us	Name: Bob Bowden Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3595 E-mail: bob.bowden@dot.gov

PERIOD OF PERFORMANCE

From: see date of signature below
To: December 30, 2013

LEGAL AUTHORITY

23 U.S.C. 201 and 204

TOTAL AGREEMENT AMOUNT

TOTAL AGREEMENT AMOUNT: \$7,000.00

PAYMENT TERMS AND SCHEDULE

EFT

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES

See attached SOW

AUTHORIZED APPROVALS

For Reimbursing Organization	For Organization to be Reimbursed
<i>Kimberly A. Ken</i> Signature Date 8/1/13 Interim Transportation Director Title Community Development Agency Director	<i>Judy Selmer</i> Signature Date 8/2/13 <i>Rick Suarez</i> Title Division Engineer

(Interim)

Revised 3/2010

Statement of Work
Project: CA FLAP CR147(1) – Ice House Road
Reimbursable Agreement No.: DTFH68-13-E-00077
July 23, 2013

- I. Introduction: The County of El Dorado, California will provide funding for development of a scoping report, project agreement and project delivery plan including a design statement of work and project cost estimates to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) for the CA FLAP CR147(1) – Ice House Road project. The County of El Dorado shall be referred to as the Requesting Agency and the CFLHD shall be referred to as the Servicing Agency.
- II. Location: Intersection with Wentworth Springs Road, MP 23.94 to Loon Lake, MP 31.06 for a distance of 7.12 miles in the County of El Dorado, CA.
- III. Work Required: For the CA FLAP CR147(1) – Ice House Road project, as selected by the Programming Decisions Committee (PDC) in the state of California, develop a scoping report, project agreement and project delivery plan including a design statement of work and project cost estimates for design, construction engineering and construction.

The project is to include preliminary engineering, construction and construction engineering of the Ice House Road from the intersection with Wentworth Springs Road, MP 23.94, to Loon Lake, MP 31.06 for a distance of 7.12 miles. The project is to rehabilitate the 22 foot wide roadway for the length. Work is to include pulverizing existing section, Warm Mix Asphalt paving, additional aggregate base and shoulder backing, with pavement markings.

This Agreement does not obligate (commit to the expenditure of) Federal funds nor does it commit the parties to complete the project. This agreement documents the intent of the parties, sets forth the anticipated responsibilities of each in the scoping of the project and commits the Requesting Agency to provide its share of costs in the scoping of the project. The parties understand that any final decision as to design and construction will be made by the PDC after completion of the scoping report, project agreement, project delivery plan 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 process, a natural disaster that changes the need for the project and a change in Congressional authorization.

- IV. Non-Federal Share of Costs: It is estimated that Federal Lands Access Program funding will be used to fund the scoping effort as follows:

Scoping report, project agreement and project delivery plan: estimated cost \$60,000.

At the completion of the project delivery plan the County of El Dorado will provide funds in the amount of 11.47% of the total Federal Lands Access Program funding

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required to complete the work in this Agreement. The amount of matching funds provided by the County of El Dorado shall not exceed \$7,000.00.

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

V. Period of Performance: All work associated with this agreement will be completed no later than December 30, 2013.

VI. Technical Representative: CFLHD Program Point of Contact for this Agreement is Robert D. Bowden, Project Manager. Mr. Bowden can be contacted at 720-963-3595 or bob.bowden@dot.gov.

The County of El Dorado Program Point of Contact for this Agreement is Mr. Matt Smeltzer. He can be contacted at (530) 621-5912.

VII. Roles and Responsibilities

A. FHWA, Central Federal Lands Highway Division will:

- 1) Conduct scoping field review;
- 2) Prepare a Scoping Report;
- 3) Prepare a Project Agreement;
- 4) Prepare a Project Delivery Plan including design statement of work and project estimate for design, construction engineering and construction;
- 5) Coordinate with the Programming Decisions Committee on final approval of the project scope, schedule and budget; and
- 6) Manage the overall effort on this agreement regarding scope, schedule and budget in coordination with the County of El Dorado.

B. The County of El Dorado will:

- 1) Provide relevant documents regarding this project to FHWA for use in project development;
- 2) Participate in the field scoping activities;
- 3) Review and concur on all documents prepared by FHWA; and
- 4) Provide funding as referenced in this document.

VIII. Financial Administration:

A. **Total Agreement Amount:** Not to exceed \$7,000.00

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

C. **Reimbursable Payment:**

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The Servicing Agency will bill upon completion of the work in this Agreement. The Servicing Agency is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the Servicing Agency.

The Servicing Agency 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.

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

D. Method of Billing:

The Servicing Agency shall bill the Requesting Agency, in accordance with the payment terms and schedule as agreed upon in the Agreement.

Billing for this Agreement will be upon completion of work and the amount determined at 11.47% of the costs in accordance with the Federal Lands Access Program funding expended on the project.

The Servicing Agency will furnish a final Project Status Report detailing the funding usage on the project and calculations used to determine match funding requirements.

The Servicing Agency 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: **DTFH68-13-E-00077**

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:

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Regular Mail	Overnight Mail
DOT/FHWA c/o ESC, AMZ-300 P.O. Box 268865 Oklahoma City, OK 73125	DOT/FHWA c/o ESC, AMZ-300 6500 S. Macarthur Blvd. HQS Bldg. Room 181 Oklahoma City, OK 73169

Notice to customers making payment by check:

- o Please notify Regina Monroe at 720-963-3460 or regina.monroe@dot.gov if mailing a check.
- o 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.
- o When we use information from your check to make an 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 on 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. Agreement Completion: When the Requesting Agency has received all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the Requesting Agency contact.
- XI. Termination: This agreement will terminate upon the date specified in Section V or upon 30 calendar day prior written notification to the other party. If this agreement is terminated by the Requesting Agency its 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 the Servicing Agency 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.

Counsel please include this information in your billing description.	>	-13-53741	Legistar #: 13-0934	P&C #:
	>	Index Code:	Project #: 21860	Charge To #: 21860
	>	Project Description:	Reimbursable Agreement for Forest Highway 136 - Ice House Road Paving Rehabilitation Project.	
	>			

- RUSH - CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: Department of Transportation
 Dept Contact: Matt Smeltzer
 Phone: x5912

Authorized Signature: 

CONTRACTOR:

Name: Federal Highway Administration
 Address:
 Phone:

CONTRACTING DEPT: Transportation

Service Requested: Review & Approve

Contract Term:

Contract/Amendment Amount: **\$0.00**

Compliance with Human Resources Requirements: Yes: X No: _____

Compliance verified by: **Contract Notification Sent:** N/A **HR Response Received:** _____

Ok Per:

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: ✓ Disapproved: _____ Date: 8/1/13 By: Jessie Beck
 Approved: _____ Disapproved: _____ Date: _____ By: _____

Please forward to upon approval.

RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
2013 JUL 30 AM 10:47

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract)

Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____