

**Federal Highway Administration
Federal Lands Highway
AGREEMENT**

DTFH68-14-E-00049

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

DUNS Number: 84-226-5527 TIN: 94-6000511	DUNS Number 126129936
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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	LEGAL AUTHORITY
From: see date of signature below To: December 31, 2017	23 U.S.C. 201 and 204

TOTAL AGREEMENT AMOUNT	PAYMENT TERMS AND SCHEDULE
TOTAL AGREEMENT AMOUNT: \$543,920	EFT

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES

See attached Statement of Work and FLAP Project Agreement

AUTHORIZED APPROVALS

For Reimbursing Organization		For Organization to be Reimbursed	
Signature	Date	Signature	Date
Title		Title	

Statement of Work
Project: CA FLAP CR147(1) – Ice House Road
Reimbursable Agreement No.: DTFH68-14-E-00049
October 25, 2013

- I. Introduction: El Dorado County, California will provide funding for preliminary engineering, construction, and construction engineering to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) for the CA FLAP CR147(1) – Ice House Road project. El Dorado County shall be referred to as the Requesting Agency and the CFLHD shall be referred to as the Servicing Agency. Funding was previously provided by El Dorado County for the scoping report and project delivery plan development under Reimbursable Agreement No. DTFH68-13-E-00077.
- II. Location: From the 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 contract (plans, specifications, and estimate) for the advertisement and award of a construction project to complete this work. Provide contract administration and construction engineering services.

The project is to include preliminary engineering, construction and construction engineering of the Ice House Road from Wentworth Springs Road, MP 23.94 to Loon Lake, MP 31.06 for a distance of 7.12 miles. The project is to reconstruct the existing pavement to a width of 24 feet. The current asphalt surface is in an advanced state of deterioration. The general scope of improvements includes pulverization of existing pavement, new asphalt surface with 11-foot lanes and 1-foot shoulders, minor drainage structure improvements, minor embankment stabilization in specific narrow areas to facilitate the proposed construction, clearing, grubbing, signing, striping, 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. Refer to Project Memorandum of Agreement dated October 25, 2013 for more information.

- IV. Non-Federal Share of Costs: It is estimated that Federal Lands Access Program funding will be used to fund preliminary engineering (including NEPA compliance), construction and construction engineering as follows:

Preliminary Engineering, construction, and construction engineering: approximate costs estimated at **\$4,742,100**.

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Item	FLAP (88.53%)	Local Match El Dorado County (11.47%)	Total	Comments
Preliminary Engineering and NEPA (PE)	\$299,231	\$38,769	\$338,000	
Construction (CN)	\$3,220,721	\$417,279	\$3,638,000	
Construction Engineering (CE)	\$296,575	\$38,425	\$335,000	
Subtotal	\$3,816,527	\$494,473	\$4,311,000	
Contingency (10%)	\$381,653	\$49,447	\$431,100	
Total	\$4,198,180	\$543,920	\$4,742,100	

The Requesting Agency will advance the matching funds in the amount of 11.47% of the total Federal Lands Access Program funding required to complete the preliminary engineering work described in this agreement. The local match amount for this work is estimated at **\$38,769**.

The Requesting Agency will provide matching funds in the amount of 11.47% of the total Federal Lands Access Program funding required to award the contract and for construction engineering (administration and oversight of the contract). The local match amount for this work is estimated at **\$455,704**.

A contingency of 10% has been added to this agreement to account for variations in the preliminary and construction engineering as well as variations in the bidding of this contract. The local match amount for this contingency is estimated at **\$49,447**.

The total not to exceed matching amount for this agreement is **\$543,920**.

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 31, 2017.
- 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.

El Dorado County Point of Contact for this Agreement is Matthew Smeltzer. Mr. Smeltzer can be contacted at (530) 621-5912 or matt.smeltzer@edcgov.us.

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VII. Roles and Responsibilities

Refer to the Project Memorandum of Agreement dated October 25, 2013 for additional Roles and Responsibilities.

- A. FHWA, Central Federal Lands Highway Division will:
 - 1) Manage the overall effort on this agreement regarding scope, schedule, and budget in coordination with El Dorado County;
- B. El Dorado County will:
 - 1) Provide funding as referenced in this document.

VIII. Financial Administration:

- A. **Total Agreement Amount:** Not to exceed **\$543,920.00**
- B. **Funding Citations:** 23 U.S.C. 201 and 204.
- C. **Reimbursable Payment:**

The Servicing Agency will bill the Requesting Agency **on a quarterly basis** in the amount of 11.47% of the total Federal Lands Access Program funding expended for the project for preliminary engineering (project development), construction engineering (administration and oversight of the contract), and progress payments made to the contractor. The local match for this work is estimated at **\$494,473**. These funds must be available no later than **June 30, 2016**. Any remaining balance will be billed **at final closeout of the construction contract or at the resolution of any disputes or claims.**

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.

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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 Project Status Report will be provided on a quarterly basis during preliminary engineering and monthly during construction.

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 **DTFH68-14-E-00049**.

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 payable to DOT FHWA. Send to the following address for Paper Check Conversion (PCC) processing:

Enterprise Service Center
Federal Aviation Administration
ATTN: AMZ-340, Mark Richardson
6500 S. MacArthur Blvd., HDQ Rm 285
Oklahoma City, OK 73169

Notice to customers making payment by check:

- Please notify Regina Monroe at 720-963-3460 or regina.monroe@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 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

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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 days 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.

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Project–Facility Name: CA FLAP CR147(1), Ice House Road

Project Route: Ice House Road, FH 136, Local Route CR-147/ELD-147

State: California

County: El Dorado

Owner of Federal Lands to which the Project Provides Access: Eldorado National Forest

Entity with Title or Maintenance Responsibility for Facility: El Dorado County

Type of Work:

The Central Federal Lands Highway Division (CFLHD) of the Federal Highway Administration (FHWA), in cooperation with El Dorado County (County), and Eldorado National Forest (ENF), are proposing improvements to CA FLAP CR147(1), Ice House Road, a two-lane paved local roadway accessing the Eldorado National Forest. Ice House Road begins at the intersection of Wentworth Springs Road (MP 23.94) and proceeds northeast for approximately 7.12 miles to the end of the pavement at Loon Lake (MP 31.06). The road is maintained by El Dorado County.



The original Federal Lands Access Program (FLAP) application for work on Ice House Road included full depth cold-in-place recycling and a 2 ½-inch hot asphalt concrete pavement overlay.

The cold-in-place recycle option assumes that the underlying subgrade is sound and workable. During project scoping, it was evident that the existing subgrade may in fact be native material with large cobbles and boulders. Therefore, pulverizing and paving is recommended.

A scoping meeting and field visit was completed in August 2013, reviewing the tentative project elements and issues associated with the project. Attendees from CFLHD, El Dorado County, and the National Forest Service participated and helped identify the improvements that are detailed in a Scoping Report, which formed the basis for this project.

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The proposed road reconstruction will closely follow the existing road with widening as appropriate to improve safety and minimize impacts. Based on the scoping efforts, the proposed improvements include:

- Pulverizing existing pavement, asphalt pavement (11-foot lanes and 1-foot shoulders), and shoulder backing;
- Minor drainage structure improvements;
- Minor embankment stabilization in specific narrow areas to facilitate the proposed construction;
- Clearing, grubbing, signing, striping, delineation, and other safety-related features necessary to meet current design practice

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.

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Parties to this Agreement:

- El Dorado County
- Eldorado National Forest
- Federal Highway Administration Central Federal Lands Highway Division (FHWA-CFLHD)

The Program Decision Committee approved this project on October 3, 2013
Date

AGREED:

Kimberly A. Kerr, Acting Director
Community Development Agency
El Dorado County
Date

Richard Thornburgh
District Ranger, Pacific District
Eldorado National Forest
Date

Robert D. Bowden, P.E.
Project Manager
FHWA-CFLHD
Date

Michael Davies, P.E.
Director, Office of Project Delivery
FHWA-CFLHD
Date

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A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors, such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, *El Dorado County, California* agrees to provide a matching share equal 11.47% of the total cost of the project, as detailed more fully in Sections J and K below.

B. AUTHORITY

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

C. JURISDICTION AND MAINTENANCE COMMITMENT

El Dorado County, California 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

El Dorado County, California has coordinated project development with the *Eldorado National Forest*. The *Eldorado National Forest* support of the project is documented in a letter from *Eldorado National Forest* to *El Dorado County* dated April 24, 2013. Each party to this agreement who has a primary role in NEPA, right-of-way, design, or construction shall coordinate their activities with the *Eldorado National Forest*.

E. PROJECT BACKGROUND/SCOPE

This project will reconstruct and widen 7.12 miles of Ice House Road, beginning at the junction with Wentworth Springs Road and proceeding northeast to the end of the pavement at Loon Lake.

The purpose of this project is to improve and widen Ice House Road and provide safety enhancements including signing, striping, and delineation. This project will provide overall

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improved access to Eldorado National Forest (ENF), which is a high use and high economic generating Federal Land destination.

Safety and Highway Design

- Speed limit is not posted. Ice House Road is a paved two-lane roadway classified as an off system county road in mountainous terrain with operating speeds of 30 to 40 miles per hour.
- Travel lanes of 11 feet and 1 foot paved shoulders are proposed.
- Roadway improvements consist of pulverizing, paving, aggregate base, grading, widening, minor drainage improvements, and ditch reconditioning.
- Safety improvements include centerline and edge line striping, signage, and roadside clearing.

Utilities

- While there are power and telecommunications in the area, no conflicts or relocations are anticipated.

Environment and Permits

- Early coordination with ENF and Sacramento Municipal Utilities District (SMUD) will be important to the project's success.
- FHWA-CFLHD will be the lead for National Environmental Policy Act (NEPA) and anticipates preparing a Categorical Exclusion.
- El Dorado County will be the lead for CEQA. El Dorado County will complete all compliance documentation and reviews required to approve the CEQA document.
- The following permits may be required for construction of the project: Section 404 Nationwide Permit #14, Section 401 Water Quality Certification, NPDES General Construction Permit, Special Use Permit from ENF (Potential).
- Upon completion of the construction project, FHWA-CFLHD will transfer the NPDES permit to El Dorado County.

Other permits may include the California Department of Fish and Game Code 1602 Stream Alteration Permit and El Dorado County Encroachment Permit.

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Survey and Right-of-Way

- Proposed effort is consistent with a 3R project Type 3 survey. Research for Right-of-Way (ROW) information will be required to determine ROW for the existing corridor in Federal lands. County has provided existing ROW information.
- 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 ENF. CFL will work with County to obtain.

Geotechnical and Pavements

- Rockfall areas are active, but no rock fall mitigation is required.
- In many cases, the existing subgrade may be native material with large cobbles and boulders.
- Existence of voids in the subgrade with granular base sections where the fines have piped away. Identification, excavation, and compaction of these voids are necessary prior to paving.

Hydrology/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 identified in the scoping plans, cleaning of existing culverts, and providing improved roadside ditches.
- Paved and riprap lined ditches and rundowns are also anticipated in some locations.
- A formal drainage analysis is not necessary or recommended for the proposed improvements.

Construction

- One construction season is anticipated for this work.
- Traffic shall be phased with one-way traffic alternated during the day, and opened to two-way traffic at night.
- The temporary roadway will be maintained on gravel surfacing until all of the paving is complete near the end of the construction efforts.
- The road cannot be closed.

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F. PROJECT BUDGET

Item	Total	Comments
Scoping	\$38,000	Actual for scoping as of 9-30-2013
Preliminary Engineering & NEPA (PE)	\$338,000	Includes contracting costs.
Construction (CN)	\$3,638,000	
Construction Engineering (CE)	\$335,000	
Subtotal	\$4,311,000	EXCLUDES Scoping Costs
Contingency (10%)	\$431,100	
Total	\$4,742,100	

Note: Scoping total is actual costs to date for the scoping effort. The PE, CN, and CE costs are estimated from the scoping effort.

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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 Project Agreement • Manage project development schedule and preliminary engineering costs • Perform topographic surveys, environmental surveys, and pavement and geotechnical investigations • Be the lead agency for NEPA • Prepare and approve environmental documents and make project decisions based on the NEPA documents • Obtain permits required for Federally constructed projects • Prepare right-of-way plans, legal descriptions, and other documents required for the Highway Easement Deed and any private parcels to be acquired • Prepare the Plans, Specifications, & Estimates (PS&E) • Advertise and award the contract (Bids will not be solicited by FHWA-CFLHD until El Dorado County has concurred with the plans and specifications) • Construct the project • Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract (FHWA-CFLHD, El Dorado County, ENF, contractor, etc.) • Provide Project Engineer on site for construction administration • Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction meets the requirements intended in the PS&E • Ensure that the contractor will bear all expense of maintaining traffic, other than snow removal and normal state or county maintenance work • Verify adherence to environmental documents • Attend final inspection with El Dorado County, and ENF upon completion of construction 	

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Responsible Party	Product/Service/Role	Comments
El Dorado County	<ul style="list-style-type: none"> • Review and sign this Project Agreement • Attend reviews and meetings • Provide in a timely manner available data including but not limited to traffic, accidents, material sources, construction costs, agreements, other technical data • Review the environmental documents, plans and specifications at each phase of design and provide project development support • Complete a speed survey and necessary determinations for posting speed limits. • In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome • Provide overall direction regarding policy and administration for the project and concur with the final plans and specifications • Provide ROW and utility information and coordination • Acquire TCEs if necessary. FHWA-CFLHD will develop the TCEs within the ENF lands • Conduct and approve value findings or appraisals for Fair Market Values • Prepare offers to landowners • Conduct ROW negotiations as necessary to acquire adequate rights from private and public landowners • Complete all ROW activities prior to advertisement of the project • Certify that all rights on private property necessary to construct, operate, and maintain the road have been obtained. <i>(note: real property rights costs can be considered part of the 11.47% required match)</i> • Work with the FHWA and the USFS to develop conditions and stipulations acceptable to all parties to allow El Dorado County to accept the Highway Easement Deed • Coordinate utility relocations if necessary. Potential for utility relocations. • Sign FHWA-CFLHD Utility and Right of Way 	<p>All responsibilities listed are in addition to the required 11.47% hard match.</p>

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Responsible Party	Product/Service/Role	Comments
	certifications <ul style="list-style-type: none"> • Coordinate with FHWA-CFLHD on NEPA related issues • Be the lead agency for CEQA • Complete all compliance documentation and reviews and approve the CEQA document • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract (FHWA-CFLHD, El Dorado County, ENF, contractor, etc.) • Designate a representative who will be the primary contact for FHWA-CFLHD’s construction staff during construction • Attend a final inspection with the FHWA-CFLHD and ENF upon completion of construction • Assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted • Provide long term maintenance and operation of the project upon completion 	

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Responsible Party	Product/Service/Role	Comments
Eldorado National Forest	<ul style="list-style-type: none"> • Review and sign this Project Agreement • 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 project development support • In coordination with the FHWA-CFLHD project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome • Provide overall direction regarding Forest policy and administration for the project and concur with the final plans and specifications • Provide a fire plan for incorporation into the Special Contract Requirements • Provide a seed mix for the final seeding mix into the Special Contract Requirements • Provide support to FHWA-CFLHD (respond to question regarding environmental issues), as requested, for the development of environmental documents • Coordinate with the Regional Office of the Forest Service and FHWA to issue a Letter of Consent to transfer a Department of Transportation Highway Easement Deed prior to advertisement • Provide a Special Use Permit for any lands within the National Forest used for material sources, or as staging areas for the contractor • Develop a public information program in coordination with FHWA-CFLHD and the County • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract (FHWA-CFLHD, County, contractor, etc.). • 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 	

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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> Attend final inspection with the FHWA-CFLHD and County upon completion of construction 	

H. ROLES AND RESPONSIBILITIES—SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Finish Date	Comments
FHWA-CFLHD	Project Development and Planning	September, 2013	Project Development Plan
FHWA-CFLHD	Preliminary Design	May, 2014	Develop 30% PS&E including Bridge TS&L
FHWA-CFLHD	Pavement and Geotechnical Investigations and Recommendations	July, 2014	Perform site investigations and provide design recommendations
FHWA-CFLHD	Environmental Compliance	August, 2014	Categorical Exclusion (CE) completed
FHWA-CFLHD	Intermediate Design	August, 2014	Develop 70% PS&E
FHWA-CFLHD	Pre-Final Design	October, 2014	Develop 95% PS&E
County	Obtain TCEs and ROW	October, 2014	Obtain TCEs and ROW as necessary for construction
FHWA-CFLHD	Final Design	November, 2014	Develop the final contract documents
FHWA-CFLHD	Advertise and Award Contract and NTP	March, 2015	Dependent upon FLAP funding and County match being in place

Note: A more detailed schedule will be developed and changes will be provided to the County and ENF.

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I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria	Proposed	Comments
Standard	AASHTO	AASHTO and local design standards
Functional Classification	Local Road	
Surface Type	Asphalt	
Design Volume	Current 1500 ADT Projected >2000 ADT <u>Seasonal</u> Current 2000 ADT Projected >2300 ADT	
Design Speed	Basic Speed Law	Speed limit will not be posted on the road. Basic Speed Law prevails.
Travel Way Width	22 feet	Two 11-foot lanes
Shoulder Width	One foot	One foot paved shoulders

J. FUNDING

Fund Source	Amount	Comments
California Federal Lands Access Program Funds	\$4,198,180	88.53%
Local Match – <u>El Dorado County</u>	\$543,920	11.47% Hard Match (Includes \$4400 from original scoping agreement)
TOTAL	\$4,742,100	

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K. MATCHING SHARE REQUIREMENTS

Local match schedule of payments:

Milestone	Projected Match Requirement	Schedule
Scoping/Preliminary Engineering	\$43,127	To be invoiced at the initiation of Preliminary Engineering.
Construction/Construction Engineering	\$455,703	To be invoiced on a monthly basis as progress payments are made to the contractor.
Contingency	\$49,883	Contingency to account for variations in engineering and construction costs. To be invoiced, if needed, on a monthly basis as progress payments are made to the contractor.

During Preliminary Engineering FHWA-CFLHD will provide quarterly reports showing actual costs and projected remaining costs as well as current project costs for the Construction and Construction Engineering.

El Dorado County will provide 11.47% of the total Federal Lands Access Program funding 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.

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	Address/Phone Number/Email
Matthew Smeltzer, Deputy Director - Design	El Dorado County	(530) 621-5912 matt.smeltzer@edc.gov.us
Pam Winn, Forest Engineer	Eldorado National Forest	(530) 295-5647 pwinn@fs.fed.us
Robert D. Bowden, P.E. Project Manager	FHWA-CFLHD	(720) 963-3595 bob.bowden@dot.gov

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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 of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

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

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	El Dorado County	Eldorado National Forest	Time
Robert D. Bowden Project Manager	Matthew Smeltzer Deputy Director - Design	Pam Winn Transportation Manager - Engineering	14 days
Ed Hammontree, Project Management Branch Chief	Kimberly A. Kerr Acting Director Community Development Agency	Richard Thornburgh District Ranger, Pacific District	30 days
Michael Davies, Director of Project Delivery	El Dorado County Board of Supervisors	Regional Engineer	90 days

O. 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

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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.