

**Federal Highway Administration
Federal Lands Highway
AGREEMENT**

**DTFH68-15-E-00034
Modification #001**

PARTIES TO THE AGREEMENT

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

POINTS OF CONTACT FOR THE AGREEMENT


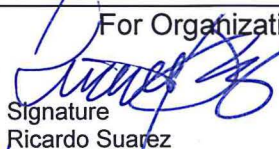
| Reimbursing Organization Finance Point of Contact | Organization to be Reimbursed Finance Point of Contact |
|--|--|
| Name: Ruth Young, CFO Address: 2850 Fairlane Court Placerville, CA 95667 Phone: 530-621-5912 E-mail: Ruth.young@edcgov.us | Name: Suzanne Schmidt Address: 12300 West Dakota Ave Lakewood, 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 |
| Name: Matt Smeltzer Address: 2850 Fairlane Court Placerville, CA 95667 Phone: 530-621-5912 E-mail: 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, 2020 | 23 U.S.C. 201 and 204 |
| TOTAL AGREEMENT AMOUNT | PAYMENT TERMS AND SCHEDULE |
| Original Agreement Amount: \$10,000.00 Modification #001: \$1,367,246.00 Total Agreement Amount: \$1,377,246.00 | EFT |

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES

See attached SOW

AUTHORIZED APPROVALS

| For Reimbursing Organization | For Organization to be Reimbursed |
|---|---|
| Signature  Date 8/2/16 Title DIRECTOR, COMMUNITY DEVELOPMENT AGENCY | Signature  Date 8/9/16 Title Division Director |

Statement of Work
Project: CA FLAP ED CR147(2) – Ice House Road
Reimbursable Agreement No.: DTFH68-15-E-00034
Modification #001
May 16, 2016

I. Introduction: The County of El Dorado, CA 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 ED CR147(2), Ice House Road project. The County of El Dorado, CA will also provide funding for preliminary engineering, construction, and construction engineering to CFLHD for the CA FLAP ED CR147(2), Ice House Road project. The County of El Dorado shall be referred to as the Requesting Agency and CFLHD shall be referred to as the Servicing Agency.

II. Location: From Pickett Pen Road (MP 15.64) to the northern intersection of Wentworth Springs Road (MP 23.94) for a distance of 8.3 miles in the County of El Dorado, CA.

III. Work Required: For the CA FLAP ED CR147(2) – 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. 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 will include preliminary engineering, construction and construction engineering of the Ice House Road from Pickett Pen Road, MP 15.64, to the northern intersection of Wentworth Springs Road, MP 23.94, for a distance of 8.3 miles. The current asphalt surface is in an advanced state of deterioration. The project is to reconstruct 8.3 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.

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, escalated to program year 2020, estimated at **\$9,597,500**.

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| Item | FLAP | Local Match El Dorado County | Total | Comments |
|---------------------------------------|--------------------|------------------------------------|--------------------|---------------------------------|
| Scoping | \$53,118 | \$6,882 | \$60,000 | ** |
| Preliminary Engineering and NEPA (PE) | \$505,217 | \$84,783 | \$590,000 | ** Excludes scoping costs |
| Construction (CN) | \$6,358,028 | \$1,066,972 | \$7,425,000 | ** ## |
| Construction Engineering (CE) | \$556,595 | \$93,405 | \$650,000 | ** ## |
| Subtotal | \$7,472,958 | \$1,252,042 | \$8,725,000 | |
| Contingency (10%) | \$747,296 | \$125,204 | \$872,500 | |
| Total | \$8,220,254 | \$1,377,246 | \$9,597,500 | |

** The local match for scoping costs is calculated at 11.47%. The local match for Preliminary Engineering, Construction Engineering, and Construction are calculated at 14.37% of costs. Overall, El Dorado County will be responsible for local cash match of 14.35% of the total project costs.

Costs for CN and CE have been escalated to program year 2020 at 2% per year.

The Requesting Agency will provide matching funds in the amount of 11.47% of Scoping costs, and matching funding funds in the amount of 14.37% of the remainder of the costs required to complete the preliminary engineering and NEPA work described in this agreement. The local match amount for this work is estimated at **\$91,665**.

The Requesting Agency will provide matching funds in the amount of 14.37% of the total costs 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 **\$1,160,377**.

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 **\$125,204**.

The total not to exceed matching amount for this agreement is **\$1,377,246**.

With the exception of funds made available under the Tribal Transportation Program, 23 U.S.C. § 202, and the Federal Lands Transportation Program, 23 U.S.C. § 203, funds made available under Titles 23 and 49, United States Code, may not be used by El Dorado County to pay the non-Federal share of the project.

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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, 2020.

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.

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

VIII. 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.

IX. Financial Administration:

A. **Total Agreement Amount:** Not to exceed **\$1,377,246**

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

C. **Reimbursable Payment:**

The Servicing Agency will invoice the Requesting Agency on a quarterly basis in the amount of 14.37% of the total project costs expended for the project for preliminary engineering (project development), construction engineering (administration and oversight of the construction contract) and progress payments made to the construction contractor. The local match amount for this work is estimated at \$1,377,246. Any remaining balance will be billed at the 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

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exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this agreement.

The County of El Dorado will provide 14.35% of the total project costs requested for this project through construction contract completion, closeout, and resolution of any disputes in an amount not to exceed the amount stated in 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.

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 **DTFH68-15-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 payable to DOT FHWA. Send to the following address for Paper Check Conversion (PCC) processing:

Enterprise Service Center
Federal Aviation Administration

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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 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,

- I. 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.
- II. 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.
- III. 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.