

Statement of Work

Reimbursable Agreement No. DTFH68-15-E-00057, **Modification 006**

April 21, 2022

- I. Introduction: The CA FLAP SR 89(1) Truckee River Bridge and CA FLAP 10089(1) Dollar Creek Shared Use Path projects (the “Project”) was selected by the Programming Decision Committee (“PDC”) in the State of California for Federal Lands Access Program funding (“FLAP Funds”). Federal Highway Administration, Central Federal Lands Highway Division (“CFLHD”) will provide FLAP Funds and the Placer County will provide a portion of total matching funds for construction engineering (“CE”), and construction (“CN”) for the Project.

In October 2015, CFLHD and the FHWA-Resource Center, completed a “Pedestrian and Bicycle Road Safety Audit (RSA)” in Tahoe City, California. The recommendations from the RSA will be added to the overall project and the CE and CN costs are eligible for FLAP funding.

- II. Location: Truckee River Bridge in Tahoe City, Dollar Creek Shared Use Path, and Tahoe City Pedestrian and Bicycle RSA Elements in Placer County, California
- III. Work Required: The CN and CE will be completed for the Project, referred to as the SR 89/Fanny Bridge Community Revitalization Project (the “Truckee River Bridge Project”). The Truckee River Bridge Project involves construction of a replacement Truckee River crossing bridge and realignment of the approach roads to accommodate the bridge location. The Truckee River Bridge Project also includes 3 miles of bike trail and rehabilitation of the existing river crossing for bike and pedestrian use. The roadway width will vary through the project area from two lanes to four lanes. The existing section of SR 89 between the existing bridge and the new eastern roundabout will be relinquished by CALTRANS to Placer County and will become a locally controlled street. Thru traffic will be allowed. It will be designed as a “complete street,” to serve multiple travel modes (motor vehicle, bicycle, pedestrian, transit, delivery trucks). Traffic calming and aesthetic features will be installed within this section of roadway (e.g., reduced speed limit, bulb-outs, landscaped areas, raised landscaped median, on-street parking, sidewalks, street lighting, benches, etc.).

As a complete street accommodating the needs of all modes, this project does not include long-term closures of existing SR 89 and Fanny Bridge to motor vehicles.

The Project also includes the Dollar Creek Shared Use Path Project. The Meeks Bay Shared Use Path is funded through a separate reimbursable agreement with the Tahoe Transportation District (TTD).

Additional details regarding the Truckee River Bridge Project are provided in the California Access Program Project Application dated April 30, 2013.

The RSA elements include the following improvements in Tahoe City:

Grove Street Suggested Improvements:

- Install a pedestrian activated Pedestrian Hybrid Beacon.
- Improve the bulb outs by making them larger in order to improve sight distance.
- Use high visibility crosswalk markings for the two crosswalks across Grove Street.

Jackpine Suggested Improvements:

- Re-align Jackpine Street by adding curbing to the south radius. This will square up Jackpine Street to Highway 28.
- Provide curb bump outs on both sides of Highway 28 to improve sight distance for pedestrians and vehicles exiting the Marina and to reduce the crossing distance
- Eliminate right turn lane from westbound direction.
- Add a second crosswalk at Jackpine Street but consider additional conflict points and impacts to sight distance.
- If ingress and egress of the Marina can be modified, consider the west driveway as an exit only (better sight distance) and the east driveway as right-in-right-out only movements.

Lighthouse Redevelopment area/East Gateway Suggested Improvements:

- Provide a raised median in advance of the crosswalk and transit stop to serve as a Gateway to Tahoe City from the North Shore.
- Complete a connection from the Class I multi-use trail to the sidewalk, crosswalk, and bus stop
- Consolidate driveways at the Lighthouse development.
- Provide bike lane markings on both sides of Highway 28 through this area. Roadway width appears to be available.

Modification #006 adds scope to the project related to the design and construction costs for AT&T utility related work:

- Design: Updating the plans, specifications, and estimate to include the drawings, details, and costs associated with the AT&T conduit onto the Fanny Bridge and trenching 25 feet each side of the Fanny Bridge to tie into existing manholes.
- Construction to be completed by CFLHD's contractor as part of the Fanny Bridge Construction Contract (Bid Schedule A):
 - Place 100' of 6 – 4" duct north of the bridge and intercept Manhole (MH) #406
 - Place 100' of 6 – 4" duct south of the bridge and intercept MH #407
 - Manholes will be inventoried for available knockouts and possible boring of additional knockouts for new duct.
 - Rodding and roping of the new duct structure

- Some of the vacant duct structure omitted from the original move may be able to be reused.
- Best practice methods will be used for extending ducts (boring or trenching) from edge of the bridge to manholes.
- Traffic control

IV. Estimated Costs: The estimated costs of CN and CE for the Project were agreed to in the Federal Lands Access Program Project Memorandum of Agreement entered into by CFLHD, TTD, Federal Highway Administration – California Division, Placer County, CALTRANS, the Tahoe City Public Utility District, the Lake Tahoe basin Management Unit of the Forest Service, and the Tahoe Regional Planning Agency on May 3, 2016.

Local match amount required for construction of the project may be less or greater than the estimated amount in this agreement depending on bids received for the project.

The total overall estimated project costs (PE/CN/CE) funding for the Truckee River Bridge, Dollar Creek, Meeks Bay, and Tahoe City RSA Elements projects is:

Estimated PE/CE/CN = \$43,524,065
21.5% Match Required = \$9,361,544*
Placer County Matching Funds to date for the Truckee River Bridge and Tahoe City RSA Elements Projects = \$3,710,000

***Other local match funds have been provided by the Tahoe Transportation District (TTD) and the Tahoe City Public Utility District (TCPUD).**

Note: Costs for the Dollar Creek Trail project are also covered under a separate reimbursable agreement.

The local match funds provided by Placer County in this reimbursable agreement will be broken out as follows:

Truckee River Bridge Project and Tahoe City RSA Elements (PE only*)
DTFH6815E00057 \$2,892,869

*CFLHD will note in the invoices what charges are related to the Tahoe City RSA Elements

Dollar Creek Trail Project
DTFH6815E00057A \$300,000

Tahoe City RSA Elements (CN)
DTFH6815E00057B \$517,131

AT&T Utility Ductwork (not eligible to count towards local match funding):
Design (PE) = \$30,000
Estimated Construction = \$200,000*
Total PE and CN = \$230,000

***These are estimated construction costs and actual costs will be verified after bids are opened for construction. This agreement will be modified if the CN costs for A&T's ductwork exceed \$200,000.**

Total Local Match in this reimbursable agreement	\$3,710,000
Total funding in this reimbursable agreement	\$3,940,000

Matching Share Requirements: The non-federal matching share requirement for the Project (Truckee River Bridge and Dollar Creek) is equal to 11.47% of the overall costs of the Project. Additional contributions must equal 10.03% of the overall costs of the Project. Matching funds and additional contributions may be tapered so that payments may be a lesser percentage early in the project development process and a greater percentage as the Project progresses through construction.

The Local Matching and Tapered Contribution Funds described in Section IV above will be counted towards the non-federal matching requirement and additional contribution requirement for the overall cost of the Project. Eligible funds will first be credited to the non-federal matching share requirement, and then to the additional contribution requirement.

V. Period of Performance: All work associated with this agreement will be completed no later than ~~December 31, 2024~~ **December 31, 2025**.

VI. Technical Representative: CFLHD Program Point of Contact for this Agreement is Mr. Matt Ambroziak, Project Manager. Mr. Ambroziak can be contacted at 720-963-3619 or matthew.ambroziak@dot.gov.

~~Placer County's point of contact for this Agreement is Mr. Peter Kraatz. Mr. Kraatz can be contacted at (530) 581-6230 or pkraatz@placer.ca.gov.~~

Placer County's point of contact for this Agreement is Mr. Ryan Decker. Mr. Decker can be contacted at (530) 581-6216 or rdecker@placer.ca.gov.

VII. Roles and Responsibilities

A. FHWA, Central Federal Lands Highway Division will:

- 1) Update the Project Delivery Plan to include the following:
 - a. Final Design Schedule
 - b. Construction Engineering Budgets
 - c. Construction Schedules and Construction Costs
- 2) Manage and oversee FLAP and Local Match funds for the Truckee River Bridge Project and the Dollar Creek Shared Use Path, including construction and construction engineering.
- 3) Complete design and environmental compliance for the Tahoe City RSA Elements, including:
 - a. 30% design including plans and engineer's estimate
 - b. 30% design review meeting

- c. NEPA – Categorical Exclusion (CE)
 - d. CEQA
 - e. TRPA – Environmental Checklist
 - f. 95% design including plans, specifications, and engineer’s estimate
 - g. 95% design review meeting
 - h. Caltrans encroachment permit
 - i. 100% plans, specifications, engineer’s estimate (PS&E)
 - j. Contracting action to add RSA elements into the Truckee River Bridge construction project as either a bid option or contract modification.
- 4) Complete the design and construction of the AT&T utility ducts on the Fanny Bridge and tie into the manholes 25’ north and south of the bridge.
- a. Coordinate with Placer County and AT&T during design, construction procurement, and construction.
 - b. Inform Placer County and AT&T within 7 days after the bid opening what the costs are for the AT&T utility work for the apparent low bidder.
- 5) Provide support to Placer County for Public Support and Outreach during construction
- 6) Conduct a pre-construction conference prior to issuance of Notice to Proceed of construction
- 7) Conduct weekly construction status meetings and invite the PDT to attend
- 8) Allow Placer County and PDT staff to observe construction operations
- 9) Notify and get approval from Placer County as early as possible about construction/contract modifications, which may require additional local match as shown in Section IV.
- 10) Conduct pre-final inspection and invite the PDT to attend
- 11) Conduct final inspection and invite the PDT to attend
- 12) Prepare final acceptance letters for owning and maintaining agencies to sign
- B. Placer County will:
- 1) Act as the lead agency for public outreach for the Dollar Creek Shared Use Path and the Tahoe City RSA Elements Projects
 - 2) Provide assistance during the bidding period, such as providing responses to bidder questions and other requests for project information.
 - 3) Provide funding as referenced in this document.
 - 4) Coordinate with the CFL Project Manager and construction staff
 - 5) Coordinate with CFL on construction/contract modifications, which may require additional local match. If additional local match funds are required for construction/contract modifications, local match required will be equal to the match amounts in Section IV.
 - 6) Attend weekly construction status meetings, as available and needed
 - 7) Attend the pre-final inspection
 - 8) Attend the final inspection
 - 9) Coordinate with CFLHD on preparation of final acceptance letters for owning and maintaining agencies

VIII. Financial Administration:

A. **Total Agreement Amount:** Not to exceed ~~\$3,710,000~~ **\$3,940,000**

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

C. **Reimbursable Payment:**

CFLHD will invoice the Requesting Agency monthly as these funds are expended.

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.

Placer County and the Tahoe Transportation District will pay a combined 21.5% (non-federal matching share equal to 11.47%; additional contributions equal to 10.03%) of the total Federal Lands Access Program eligible costs required for the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed that provided 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:**

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-00057**

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

CA FLAP SR 89(1) Truckee River Bridge and CA FLAP 10089(1) Dollar Creek

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

Make Check Payable To:
DOT FHWA

Mailing Address:
Enterprise Service Center
Federal Aviation Administration
ATTN: AMK-324/HQ Room 181
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

- 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 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. Agreement Completion:

When Placer County has accepted all deliverables, CFLHD 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 Placer County 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 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.

UTILITY AGREEMENT

PLACER COUNTY DEPARTMENT OF PUBLIC WORKS

UTILITY AGREEMENT

County	Route	P.M.	Project #
PLACER	SR89	PLA T8.6	PJ00498
Fed. Aid. No. CA FLAP SR 89(1)			
Owner's File: ATT-01			
FEDERAL PARTICIPATION: On the Project : Yes On the Utilities: Yes			

UTILITY AGREEMENT NO. 1

The COUNTY OF PLACER hereinafter called "LOCAL AGENCY" proposes to CONSTRUCT THE SR89/FANNY BRIDGE COMMUNITY REVITALIZATION PROJECT on STATE ROUTE 89, in TAHOE CITY, PLACER COUNTY, California.

And: AT&T

hereinafter called "OWNER," owns and maintains TELECOMMUNICATION facilities, within the limits of LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. **WORK TO BE DONE:**

The OWNER requests the LOCAL AGENCY, through their reimbursement agreement with the Federal Highway Administration (FHWA) Central Federal Lands Highway Division (CFLHD) in accordance with modification #006 of the CA FLAP SR89 Truckee River Bridge project dated April 21, 2022, add scope to the project related to the design and construction costs for AT&T utility related work.

The OWNER requests the LOCAL AGENCY, through CFLHD's consultant contract, prepare and provide the construction documents (plans, specifications and estimate to include the drawings, details, and costs) associated with the addition of the AT&T conduit onto the Fanny Bridge. CFLHD will provide these documents directly to OWNER to use as the basis for reviewing and approving the material and appurtenances required for the OWNER requested work.

The OWNER requests the LOCAL AGENCY, through CHLHD's highway construction contract, hereinafter called "CONTRACTOR", construct the OWNER's conduit onto the Fanny Bridge including required trenching on each side of the Fanny Bridge to tie into existing manholes, associated connections, best management practices and traffic control.

Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY, CFLHD or the OWNER, shall be agreed upon by both parties hereto under a Revised Utility Agreement. Such Revised Agreements, approved by the LOCAL AGENCY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Utility Agreement. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

The proposed facilities are located within the CALTRANS right of way to be included under encroachment permit and facilities will be installed at OWNER's expense by CONTRACTOR. Upon completion of project, LOCAL AGENCY to take possession of Fanny Bridge and associated right of way through relinquishment process.

III. PERFORMANCE OF WORK

OWNER agrees to the herein described design work to be performed by CHLHD's existing design consultant contract, and for installation work to be performed by CONTRACTOR which is found to be the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure. CONTRACTOR to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion

OWNER shall have access to all phases of the relocation work to be performed, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to CFLHD's Resident Engineer and LOCAL AGENCY for their evaluation and final disposition.

IV. PAYMENT FOR WORK

The OWNER shall pay one hundred percent (100%) of the actual cost of said work included in CFLHD's consultant contract within 90 days after receipt of LOCAL AGENCY's itemized progress payment request for OWNER's design work compiled on the basis of the actual unit price in said contract. The estimated cost to OWNER for the design work being performed by consultant contract is \$30,000.

The OWNER shall pay one hundred percent (100%) of the actual cost of said work included in CFLHD's highway construction contract within 90 days after receipt of LOCAL AGENCY's itemized payment request for OWNER's work items in the bid schedule compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by CONTRACTOR is \$200,000.

In the event that the actual cost of OWNER requested work exceeds the estimated amount, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse LOCAL AGENCY said deficient costs upon receipt of an itemized bill as set forth herein.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNERS final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY

The OWNER shall assist with the oversight of the CONTRACTOR to facilitate the installation of the OWNER's work within the allotted number of days specified in the construction contract documents and in accordance with the approved contractor prepared construction schedule for the project.

V. GENERAL CONDITIONS

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

LOCAL AGENCY shall forward the Notice of Completion to the OWNER within 30 days of receipt from CFLHD upon the completion of the work described herein.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

LOCAL AGENCY

AT&T

By: _____
Ken Grehm
Local Agency Director

By: _____
Lee Nieto
Public Works Coordinator

Date: _____

Date: _____

Distribution: 1) Owner, 2) Utility Coordinator, 3) DLAE –File, 4) District Utility Coordinator – File