

Statement of Work
Project: CA FLAP 51009 (1) – Santa Barbara National Forest
Paradise and Gibraltar Road
Reimbursable Agreement No.: DTFH68-14-E-00039
December 12, 2013

- I. Introduction: Santa Barbara County California will provide 20% of the funding for development of Preliminary Engineering for a 100% PS&E bid package, construction contract Construction Engineering and contingency to Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) for CA FLAP CR 51009 (1), Paradise and, Gibraltar road project. Santa Barbara County shall be referred to as the Requesting Agency and the CFLHD shall be referred to as the Servicing Agency.
- II. Location: Santa Barbara County, CA.
- III. Work Required: See attached Federal Lands Access Project Agreement for details.
- IV. Breakdown of Costs: It is estimated that the California Federal Lands Access Program (FLAP) funding will be used as follows:

Paradise Road

<u>Item</u>	<u>FLAP Share</u>	<u>Local match</u>	<u>Total</u>
Preliminary Engineering	\$ 120,000	\$ 30,000	\$ 150,000
Construction contract	\$ 1,156,800	\$ 289,200	\$ 1,446,000
Construction Engineering	\$ 120,000	\$ 30,000	\$ 150,000
Subtotal:	\$ 1,396,800	\$ 349,200	\$ 1,746,000
Contingency:	\$ 72,000	\$ 18,000	\$ 90,000
Total Cost:	\$ 1,468,800	\$ 367,200	\$ 1,836,000

Gibraltar Road

<u>Item</u>	<u>FLAP Share</u>	<u>Local match</u>	<u>Total</u>
Preliminary Engineering	\$ 168,000	\$ 42,000	\$ 210,000
Construction contract	\$ 1,732,800	\$ 433,200	\$ 2,166,000
Construction Engineering	\$ 168,000	\$ 42,000	\$ 210,000
Subtotal:	\$ 2,068,800	\$ 517,200	\$ 2,586,000
Contingency:	\$ 104,000	\$ 26,000	\$ 130,000
Total Cost:	\$ 2,172,800	\$ 543,200	\$ 2,716,000

Project Total

<u>Item</u>	<u>FLAP Share</u>	<u>Local match</u>	<u>Total</u>
Preliminary Engineering	\$ 288,000	\$ 72,000	\$ 360,000
Construction contract	\$ 2,889,600	\$ 722,400	\$ 3,612,000
Construction Engineering	\$ 288,000	\$ 72,000	\$ 360,000
Subtotal:	\$ 3,465,600	\$ 866,400	\$ 4,332,000
Contingency:	\$ 176,000	\$ 44,000	\$ 220,000
Total Cost:	\$ 3,641,600	\$ 910,400	\$ 4,552,000

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Santa Barbara county will provide funds in the amount of 20% x \$ 4,552,000 = \$ 910,400. California Federal Lands Access program contribution is estimated at \$ 3,641,600

A contingency in the amount of approximately 5% (\$ 220,000) has been added to this agreement to account for variations in preliminary and construction engineering as well as in the bidding of the construction contract. The local match for this contingency is estimated to be \$ 44,000.

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, 2017.

VI. Technical Representative: CFLHD Program Point of Contact for this Agreement is Mr., Thomas Puto, Project Manager and he can be contacted at 720-963-3728 or tom.puto@dot.gov.

The Santa Barbara County Program Point of Contact for this Agreement is Mr. Charlie Elbert. He can be contacted at (805)-568-3123 or elbert@cosbpw.net

VII. Roles and Responsibilities: See attached Santa Barbara County FLAP Project Agreement Section G for agency Roles & Responsibilities.

VIII. Financial Administration:

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A. **Total Agreement Amount:** Not to exceed \$ **910,400.00**

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

C. **Reimbursable Payment:**

The Servicing Agency will bill the Requesting Agency on a monthly basis in the amount of 20.00 % of the total Federal Lands Access Program funding expended for the project for the Preliminary Engineering (Project Development), Construction Engineering (administration and oversight of the contract) and construction contract progress payments made to the contractor. The local match amount for this work is estimated at \$ 886,400.00. Any remaining balance will be billed at final closeout of the construction contract or at the resolution of any disputes or claims.

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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.

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: **DTFH68-14-E-00039**.

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.

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Option 2

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

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

- 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.

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- 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.