PROJECT AGREEMENT
For
Teanaway and North Teanaway Road Improvements
WA PFH 97(1)

State: Washington **Forest:** Okanogan-Wenachee **County:** Kittitas

Project Name: Teanaway and North Teanaway Road Improvements

Project Location: Teanaway Road and North Fork Teanaway Road, MP 0.0 to MP 13.09.

Length: The total project length is approximately 13.09 miles

Parties to Agreement:

U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division (WFLHD)

and

U.S. Department of Agriculture
Forest Service
Okanogan-Wenachee National
Forests

and

Kittitas County, Washington

Purpose of this Agreement: This Agreement documents the intent of the parties and sets forth the responsibilities of each in the development the proposed WA PFH 97(1) project.

Authority: This Agreement is entered into by the undersigned parties pursuant to the provisions of 23 USC 204, and the Forest Highway (FH) Regulations issued jointly by the Secretary of Transportation and the Secretary of Agriculture. This Agreement is a supplement to the November 15, 1996 Memorandum of Understanding among Washington Department of Transportation(WSDOT), the U.S. Department of Transportation, Federal Highway Administration (Western Federal lands Highway Division) and U.S. Department of Agriculture, Forest Service, (USFS) Region 6 for the Planning, Programming, Project Development, Construction, and Maintenance of Forest Highways for the State of Washington.

Description of Work: The Federal Highway Administration (FHWA), in partnership with the USFS and Kittitas County, are planning to reconstruct and improve the Teanaway and North Teanaway Road. The work will include:

- Improve safety by geometric alignment improvements where needed and by widening the road at some narrow locations.
- Improve drainage and fish passages throughout the project
- Replace the bridge at MP 10.06
- Repair pavement structure

Federally funded projects must fully comply with all requirements of the National Environmental Policy Act (NEPA). A range of reasonable alternatives will be evaluated for public comment as required by NEPA regulation. The exact scope of work will be determined by the NEPA process.

Amendments to the scope of this Agreement may be required upon completion of the environmental clearance document and decision.

Funding: Preliminary engineering, construction engineering, and construction work will be funded by WFLHD through the Forest Highway Program. Kittitas County will apply for $500,000 with WSDOT through the Rural Arterial Program for the project if funding becomes available.

All necessary costs required for environmental clearances, including preparation of environmental documents and obtaining permits will be funded by WFLHD through the Forest Highway Program.

Costs required for the preparation of right-of-way plans and legal descriptions of properties, will be funded by WFLHD through the Forest Highway Program. All work and costs for right-of-way acquisition will be the responsibility of Kittitas County.

Utility relocation costs will be funded as described in the Utilities section below.

All costs associated with the maintenance of the completed facility will be the responsibility of Kittitas County.

Design Standards:
Design Standards: Design standards for the roadway are will be base on the latest AASHTO's A Policy on Geometric Design of Highways and Street. US customary units (English) of measure will be utilized for design, as will WFLHD current Special Contract Requirements and Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-03). WFLHD design team will also apply appropriate standards, requirements and processes needed to meet Federal and local regulations.

Project Development: WFLHD will provide a Project Manager during the project development phase of the project to coordinate with and ensure the project plans, specifications, and estimates are reflective of the USFS and County needs. The Project Manager will be WFLHD's primary contact for the USFS and County. The USFS and County will also designate a representative who will be the primary contact for WFLHD's Project Manager.

WFLHD will administer all phases of project development work which includes such items as survey, environmental compliance, geotechnical investigation, preliminary design, final design, and obtaining permits for all the proposed work. The USFS and County will support the

environmental compliance and all aspects of the project such as provide reviews of the plan set.

WFLHD will seek input and assistances from the USFS and the County throughout development of the project. The USFS and the County will participate in the project's development to the extent that their capabilities and resources permit. USFS and the County will be asked to provide existing resource data or other project related information. The USFS and the County may be asked to follow-up on, or provide assistance in monitoring of some environmental commitments such as those associated with the National Pollution Discharge Elimination System (NPDES) and other permits. Should assistance be required for any such environmental commitments or tasks, WFLHD will coordinate these topics with the USFS and the County and document this understanding through an amendment to this Agreement.

Project development activities beyond the preliminary work required for alternatives evaluation, or right-of-way acquisition work will not proceed until the project is cleared environmentally through the NEPA process.

Bids will not be solicited by WFLHD until the plans and specifications have been concurred with by the USFS and the County.

Milestone Schedule:

Environmental Clearance Complete	June 28, 2012
Plan-in-Hand Review	To be determined
PS&E Package Concurrence	To be determined
Construction Start	To be determined
Construction Complete	To be determined

This project was approved by the Tri-Agency for phased programming with a goal of completing the Environmental Clearance Complete milestone by October 1, 2011. This schedule will be submitted to the Tri-Agency for review, approval and reprogramming. Project schedule will be revisited at each project development milestone and if changes are required, the schedule will be coordinated with the USFS and the County.

Right-of-Way:

WFLHD will be responsible for the preparation of right-of-way (ROW) plans, and legal exhibits. Opportunity for the County's review and approval of the documents will be provided. The County is responsible to provide WFLHD with existing tax plats, deeds, or other information necessary to determine legal ownership of the effected properties.

The County will be responsible for the acquisition of needed ROW and construction easements, at fair market value, across private lands needed for this segment. ROW acquisition will be performed in accordance with the State ROW procedures manual, and the applicable Federal Acquisition Regulations.

The County is responsible to provide WFLHD with copies of all negotiated ROW agreements in a timely manner so that stipulations can be included in the construction contract where applicable. Replacement fencing, gates, and approach roads are items generally included in the

construction contract and funded by the Forest Highway program. Items such as septic systems and drain fields, and water systems are generally not included with the construction contract. Deviation from these general practices will require modification of this agreement signed by all parties.

If additional ROW is needed across National Forest Lands, WFLHD will prepare Federal Land Transfer documents for the FS and the County's concurrence. The FS and the County will coordinate and provide mutual assistance to facilitate the transfer of any required FS easements to the County.

Recognizing that WFLHD will have expended significant funds and resources in developing the project to the ROW acquisition phase, the County agrees to secure the needed rights-of-way or easements. If a fair market value cannot be mediated and condemnation of private lands becomes necessary, it is the responsibility of the County to complete the process.

Utilities:
In accordance with 23 CFR PART 645.103; any applicable reimbursement to the utility company will be governed by State law and regulation, or Occupancy Permits. Utility relocation costs will be paid for by the County (Local Public Agency or Jurisdictional Authority). The County (Local Public Agency) will be reimbursed for their portion of the relocation costs by Reimbursable Agreement with WFLHD through the Forest Highway Program.

The County is responsible for notifying utility companies of project work and schedule. WFLHD will provide the County with copies of roadway plans and cross-sections for the utility companies use in verifying the location of their facilities, and for completion of the companies' relocation plans. The Relocation plan the County obtains from the Utility Companies affected by the design shall include: Cost Estimates, Schedule of work and Statement of work to be performed.

The County agrees to enter into agreement or contract with the utility companies to have the impacted utilities relocated. Relocation efforts will be governed by the County franchise agreements already entered into with the utility companies. The County will perform utility relocation inspection for all relocation work. The County is responsible to ensure that the utility companies perform all utility relocation required prior to construction in a timely manner that does not delay construction.

The County agrees to accommodate future utility installations within the right-of-way in a manner that will not interfere with the free and safe flow of traffic or otherwise impair the highway.

Construction: As soon as practical after the plans are complete and funds are available, WFLHD will either solicit bids or negotiate with a contractor to construct the project in accordance with the Federal Acquisition Regulations (48 CFR 1) and the Transportation Acquisition Regulations (48 CFR 12).

During the construction phase of the project, WFLHD will provide a construction Project

Engineer to oversee and inspect the work, and to ensure a quality product. The current Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects will govern the construction. The Project Engineer is the FS and County's designated contact during the construction phase. The USFS and the County will also designate representatives who will be the primary contacts for WFLHD's Project Engineer.

Upon completion of the construction contract, a final inspection will be held by WFLHD, the USFS, and the County. When it is determined that the project has been constructed in substantial conformity with the approved plans and specifications, the County will accept the project for maintenance and operation.

Maintenance: The County has jurisdictional and maintenance responsibility for the proposed project. After construction has been completed, The County will continue with jurisdictional responsibility, and operate and maintain the road at County expense. Maintenance is the preservation of the entire roadway surface, shoulders, slopes, roadside ditches, drainage structures, bridges, and such traffic control devices as are necessary for its safe and efficient operation.

Amendments to the Project Agreement: This Project Agreement may be modified by mutual agreement of the affected parties.

*USFS **Region 6** Standard Provisions:*

FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through the date five years thereafter, at which time it will expire unless extended. (FHWA addition: Maintenance obligations continue regardless of the 5 year agreement expiration date.)

NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority.

Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

This Agreement shall be effective as of the latest date shown below.

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WESTERN FEDERALANDS HIGHWAY DIVISION

By: _____ **Date:** 4.18.2011
Dan Donovan
Director of Program Administration

U.S. Department of Agriculture Forest Service
Okanogan-Wenachee National Forest

By: _____ **Date:** 6/1/11
for Rebecca Heath
Forest Supervisor

Kittitas County
Washington

By: _____ **Date:** 4-5-11
Paul Jewell
Chair, Board of County Commissioners