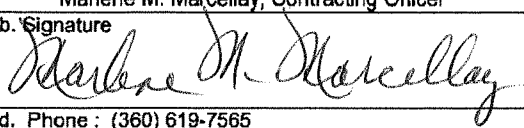
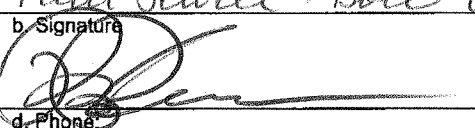


FHWA AGENCY AGREEMENT Project: <u>Cle Elum River Sno-Park</u> <u>WA PFH 91(6)</u>	FHWA Agreement No: <u>DTFH70- 11-E-00059</u> Other Agency's Agreement No: _____
(check one) <input checked="" type="checkbox"/> FHWA is the Requesting Agency <input type="checkbox"/> FHWA is the Servicing Agency	EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>See Section III, Term of Agreement</u>

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1. AGREEMENT. This Reimbursable Agreement (including the attached standard conditions) constitutes the entire agreement between the requesting agency and the servicing agency.			
2a. AUTHORITY OF REQUESTING AGENCY: (check all that apply)			
<input checked="" type="checkbox"/> 23. U.S.C. 204, Highways, Federal Lands Highway Program. (Applies when FHWA is the requesting federal agency and Federal, state agencies, civil subdivisions of a state, or Tribes who will perform services relating to planning, research, engineering, construction of roads/bridges, or transit facilities within public lands/NPS/Indian reservations.)			
<input type="checkbox"/> 31 U.S.C. 1535, The Economy Act (Applies when 23 U.S.C. 308 does not apply. Authorizes one federal agency to secure items/services from another federal agency.)			
2b. AUTHORITY FOR SERVICING AGENCY:			
<input type="checkbox"/> 23. U.S.C. 308, Highways, Cooperation with Federal and State Agencies & Foreign Countries. (Applies when FHWA is the Servicing Agency who will be performing engineering or other services to another Federal agency or to State/local government agencies.			
<input type="checkbox"/> 23. U.S.C. 204, Highways, Federal Lands Highway Program. (Applies when FHWA is the requesting federal agency and Federal, state agencies, civil subdivisions of a state, or Tribes who will perform services relating to planning, research, engineering, construction of roads/bridges, or transit facilities within public lands/NPS/Indian reservations.)			
<input type="checkbox"/> 31 U.S.C. 1535, The Economy Act (Applies when 23 U.S.C. 308 does not apply. Authorizes one federal agency to secure items/services from another federal agency.)			
3a. REQUESTING AGENCY ADDRESS Federal Highway Administration Western Federal Lands Highway Division 610 East Fifth Street Vancouver, WA 98661-3801		3b. SERVICING AGENCY ADDRESS Kittitas County Kittitas County Public Works 411 North Ruby, Suite 1 Ellensburg, WA 98926	
4a. FHWA Accounting & Appropriation Data: 1517530910006 531.D0.F15E.53 1753000000 25304 \$20,000 1517530910006 531.00.F15E.53 1753000000 25304 \$480,000 1517530910006 531.A0.F15E.53 1753000000 25304 \$72,000		4b. SERVICING AGENCY Accounting & Appropriation Data:	
5. FUND AMOUNT Amount Obligated by this Action: <u>\$ 572,000.00</u>		6. PAYMENT AND BILLING The other party to this agreement is a: (Check one) <input type="checkbox"/> Federal Agency. Bill via Interagency Payment and Collection (IPAC) to Requesting Agency's Location Code (see block 7a or 7b, as applicable.) <input checked="" type="checkbox"/> Other than a Federal Agency. Agencies must submit an acceptable invoice in a format and frequency designated in Section IV of Agreement. See "Financial Administration" portion of this document for further details.	
7a. FHWA FINANCE CONTACT 1. 8-digit Agency Location Code (ALC): <u>69-05-0001</u> 2. Dunns Number: <u>139-768-597</u> 3. TAS #: <u>69-8083</u> 4. Finance Office Contact: <u>Katie Johnson</u> 5. Finance Phone: <u>(360) 619-7660</u> 6. Finance FAX: <u>(360) 619-7945</u> 7. Finance email : <u>Katie.Johnson@dot.gov</u>		7b. SERVICING AGENCY FINANCE CONTACT 1. 8-digit Agency Location Code (ALC): <u>N/A</u> 2. Dunns Number: <u>615-374-365</u> 3. Finance Office Contact: <u>Kathy Jurgens</u> 4. Finance Phone: <u>(509) 962-7608</u> 5. Finance FAX: <u>(509) 967-7663</u> 6. Finance email : <u>Kathy.Jurgens@co.kittitas.wa.us</u>	
8a. FHWA APPROVAL (Name & Title - type or print) <u>Marlene M. Marcellay, Contracting Officer</u>		9a. OTHER AGENCY APPROVAL (Name & Title - type or print) <u>Paul Jewell - Boice Chair</u>	
b. Signature 	c. Date <u>9/15/11</u>	b. Signature 	c. Date <u>9/17/11</u>
d. Phone : (360) 619-7565 Email : Marlene.Marcellay@dot.gov		d. Phone : Email :	

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(check one) <input checked="" type="checkbox"/> FHWA is the Requesting Agency <input type="checkbox"/> FHWA is the Servicing Agency		EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>See Section III, Term of Agreement</u>

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CLE-ELUM RIVER SNO-PARK

I. INTRODUCTION

A. Purpose of this Agreement

This Agreement documents the intent of Kittitas County hereafter referred to as County and the Federal Highway Administration, Western Federal Lands Highway Division hereafter referred to as FHWA and sets forth the responsibilities of each party for the engineering, construction, construction administration and maintenance of the subject project.

B. Project Funding

The project will be funded from the FY2011 and FY2012 Washington State Forest Highway Program.

Rights-of-way and/or easements acquisitions are not anticipated for this project. Funding of any property acquisition will be addressed with a mutually agreed upon modification to this agreement.

Utility relocation is not anticipated for this project. Funding of any utility relocation will be addressed with a mutually agreed upon modification to this agreement.

C. Project Background

Since improvement of the Salmon la Sac highway (903), winter recreation in the upper Cle Elum valley has been steadily growing. The existing sno-park is located in a partially restored rock pit. It was originally designed for a parking capacity of 50 pickup/snowmobile trailer combination vehicles. In the past several years more people have arrived in large motorhomes and the lot is filled with 30 vehicles or less, forcing people to park along the county road, increasing congestion and decreasing safety. This sno-park lot is no longer adequate for the number or size of the vehicles trying to use it. User conflicts and disputes over parking take more and more time by the Kittitas County sheriff's office and Forest Service personnel to resolve.

In addition to the small size, there are also drainage problems with the current lot. Since it is located in an abandoned rock pit, it is lower than the surrounding terrain. It is difficult to plow snow, and if there is a mid-winter rain or warm melting weather it fills with about 8 inches of water. Drainage from the sno-park also flows to a nearby stream degrading water quality.

This proposal will provide a sno-park designed for winter use with a layout that provides for more and larger vehicles. Proper design will allow for efficient plowing and provide drainage to minimize the impacts to water quality.

D. Project Location

The project is located on Salmon la Sac Road, Route 903. The nearest town, as you would normally access the project, is Roselyn, Washington in Kittitas County. Approximate Global Positioning System (GPS) Coordinates for the beginning of the project are 47.4 Latitude, -121.1 Longitude

E. Jurisdiction and Maintenance

The Forest Service has jurisdictional authority to operate and maintain the existing facility. After the project has been completed, The Forest Service will continue to have jurisdictional responsibility to operate and maintain the completed project.

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(check one) <input checked="" type="checkbox"/> FHWA is the Requesting Agency <input type="checkbox"/> FHWA is the Servicing Agency		EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>See Section III, Term of Agreement</u>

II. STATEMENT OF WORK

A. General

- Improvements placed on National Forest System lands are subject to the same regulations and administration of the Forest Service as other National Forest improvements of similar nature.
- The County will provide project management for activities identified in this Statement of Work.
- For the purposes of this agreement, Preliminary Design refers to design activities necessary to support an environmental decision. Final Design refers to those activities necessary to advance the project from an environmental decision through awarding a contract for construction. Construction refers to those activities necessary to advance the project from contract award to final acceptance.
- This agreement provides for funding of a progression of project activities. Initially only preliminary design is eligible for reimbursement. Final design, utility relocation, right of way acquisition will not be eligible for reimbursement until an environmental decision document has been completed and approved by Federal Highway Administration-Western Federal Lands Highway Administration (FHWA). If FHWA's environmental decision document indicates significant impacts or identifies the preferred alternative to be a "no-build" alternative, then this reimbursable agreement will be terminated with no eligibility for funding post environmental decision activities. Construction will not be eligible for reimbursement until the Final PS&E package is approved.
- FHWA, the County and the Forest Service may amend or terminate this agreement to adjust to project development, environmental, or construction needs.

B. Project Description

Work will include preparation of planning documents and decision notice required under NEPA, and the Endangered Species Act. The NEPA decision will determine the size and the scope of the project. If the NEPA decision is to build the project, architectural and engineering design and construction of a new sno-park will proceed. At present, the proposed preferred alternative is a sno-park accommodating 80 vehicles with 50% being motorhomes up to forty (40) feet in length towing 24 foot snowmobile trailers.

Construction activities for the proposed project are anticipated to include grubbing and removal of existing vegetation, construction and compacting road and parking lot subgrade and asphalt paving of the parking areas and access road, and construction of sanitation facilities. Included are traffic barriers, signs and information boards.

C. Preliminary Design

- Design
 - 1.1. Perform a site survey as necessary to support the design and environmental compliance needs of the project.
 - 1.2. Prepare and submit a preliminary plan package to FHWA. The preliminary plan package shall reflect the work as described in the Project Description above. Any deviations from the described work must be approved in writing by FHWA. Include a preliminary cost

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estimate with the preliminary plan package. Coordinate preliminary plan design with the Forest Service's environmental compliance

2. Environmental Compliance

Note: Federally funded projects must fully comply with all requirements of the National Environmental Policy Act (NEPA). An appropriate range of reasonable alternatives will be evaluated for this project based on its scope and extent. Amendments to the scope of this may be required upon completion of the environmental clearance document and decision.

Note: Environmental Compliance work will be conducted by the Forest Service for the County.

D. Final Design

1. Design

- 1.1. Do not initiate final design activities until FHWA has written an independent environmental decision document(s).
- 1.2. If the NEPA decision is to construct a project, Prepare and submit final plans, specifications, and construction estimate package. The final design package shall reflect the work as described in the environmental decision document. Any deviations from the described work must be approved in writing by FHWA.

2. ROW Acquisition

- 2.1 Rights-of-way and/or easements acquisitions are not anticipated for this project. Include in the administrative record, a certification that all work will occur within the existing right-of-way.

3. Utility Relocation

- 3.1. Utility relocation is not anticipated for this project.

4. Permits

- 4.1 The agency overseeing the construction will identify all permits necessary for construction and submit a list of permits to FHWA.
- 4.2 Submit copies of all completed applications for necessary permits to FHWA.
- 4.3 Obtain permits necessary for construction. Submit copies of approved permits with the final design plans, specifications, and estimate package.

5. Advertisement

- 5.1. Do not initiate construction advertisement activities until FHWA has written an independent environmental decision document.
- 5.2. The project is to comply with the Davis-Bacon Act, which requires payment of prevailing wages. Include the Buy American Act and Civil Rights clauses into the Construction Contract.
- 5.3. Provide notification to FHWA once the contract has been awarded.

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E. Construction

1. Do not initiate construction activities until FHWA has written an independent environmental decision document.
2. Construct and administer the project in conformance with the FHWA environmental decision document.
3. Submit before, during, and post construction photographs to FHWA to document project progress.
4. Submit a copy of the final construction acceptance letter.

F. Summary of Deliverables

Task	Reference Paragraph in DTFH70-11-E-00059 (Kittitas County)	Delivery Due On or Before Date
B. PRELIMINARY DESIGN		
1. DESIGN		
<ul style="list-style-type: none"> Submit a copy of the preliminary plan package and preliminary cost estimate 	II.C.1.2	10/31/12
2. ENVIRONMENTAL COMPLIANCE (DONE BY THE OTHERS)		04/30/12
C. FINAL DESIGN		
1. DESIGN		
<ul style="list-style-type: none"> Submit final plans, specifications, and construction estimate. 	II.D.1.2	12/31/12
2. ROW ACQUISITION		
<ul style="list-style-type: none"> Submit certification of rights-of-way and/or easements to FHWA -or- include certification that all work will occur within existing right-of-way as part of the administrative record. 	II.D.2.2	09/30/12
3. UTILITY RELOCATION		
<ul style="list-style-type: none"> Submit certification of Utility Relocation 	II.D.3.2	09/30/12
4. PERMITS		
<ul style="list-style-type: none"> Submit a list of all permits necessary for construction to FHWA 	II.D.4.1	12/31/11
<ul style="list-style-type: none"> Submit copies of all completed applications for necessary permits to FHWA. 	II.D.4.2	12/31/11
<ul style="list-style-type: none"> Submit copies of approved permits. 	II.D.4.3	09/30/12
5. ADVERTISEMENT		
<ul style="list-style-type: none"> Submit Notice of Contract Award to FHWA 	II.D.5.3	04/30/13
D. CONSTRUCTION		
<ul style="list-style-type: none"> Submit before, during, and post construction photographs to FHWA 	II.E.3	Ongoing
<ul style="list-style-type: none"> Submit copy of the Final Construction Acceptance Letter 	II.E.4	10/31/13

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Note:

- The County will submit a progress report with each invoice indicating dates covered, work that has been completed within the invoice coverage dates, and anticipated dates of major project milestones (i.e. survey completion, preliminary design completion, construction start, and construction completion).
- Submit electronic pdf files and one hard copy of all deliverables to FHWA.

G. Cost Budget

The cost of the work is Not to Exceed \$572,000.00, unless an amendment to the Agreement is made in writing and agreed to by both parties. Kittitas County shall submit all invoices to FHWA for actual and reasonable costs incurred for reimbursement. See Section IV, D. Method of Billing and Proper Submission of Invoices.

III. TERM OF AGREEMENT – Period of Performance

The terms and conditions of this agreement shall become effective with and upon execution by FHWA Contracting Officer and shall remain in effect for the Period of Performance through October 31, 2013, unless modified in writing by mutual agreement or terminated by either party upon thirty (30) days written notice. Full credit shall be allowed for each party's reimbursable costs and all non-cancelable obligations properly incurred up to the effective date of termination.

IV. FINANCIAL ADMINISTRATION

- A. Total Agreement Amount: See block #5, cover page, for funds obligated by this agreement. Funding Citations: See blocks 4a & 4b. of cover page.
- B. Reimbursable Payment: The servicing agency will receive payment on a reimbursable basis, upon receipt of invoice of costs incurred and authorized. The servicing agency is limited to recovery of actual costs only, to include back-up data with each request for payment. Back-up data includes all documents needed to support the requested reimbursement, such as record of contract payments, receipts, payrolls, and so on.
- C. Prompt Payment: The Government considers payment as being made the day a check is dated or the date of an electronic funds transfer (EFT). All days referred to in this clause are calendar days. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make the payment on the following working day without incurring a late payment penalty. The due date for making payments by the designated payment office is the 30th day after the designated billing office receives a proper invoice from the agency, or the 30th day after Government acceptance of services performed or supplies delivered. The Prompt Payment regulations do not require the Government to pay interest penalties if based on improper submission of invoices and incorrect EFT information provided by the Servicing Agency. The Government will compute any interest penalty in accordance with the Office of Management and Budget prompt payment regulations (5 CFR Part 1315).
- D. Method of Billing and Proper Submission of Invoices: (See block 6 of cover page)

The Government shall pay the Servicing Agency, upon the submission of proper invoices, the prices stipulated in the agreed upon cost budget for services rendered or supplies delivered, as stated in Section II, G. Cost Budget. All invoices and final payments should reference the Agreement

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number, Project reference/title, and the COTR's name and be sent to one of the following addresses:

US MAIL

Western Federal Lands A/P Branch, AMZ-150
PO Box 268865
Oklahoma City, OK 73125

FedEx

Western Federal Lands A/P Branch, AMZ-150
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

Invoices may also be sent in .PDF format by electronic mail to WFLInvoices@faa.gov. The subject line of the message must include Agreement Number, Project reference/title, and invoice number. If the invoice is NOT Prompt Net 30, Terms should also be identified in the subject line, (for example, Prompt Net 14).

The following correct information constitutes a proper invoice and is required as payment documentation:

- 1) Name of Organization
- 2) Invoice Date
- 3) Agreement Number
- 4) Vendor Invoice Number
- 5) Organization Invoice Amount
- 6) Description and quantity of goods and services rendered
- 7) Performance Period
- 8) Shipping and payment terms
- 9) Other substantiating documentation required by the Agreement

E. **Administrative Fee:** Unless otherwise explicitly stated in this Agreement, FHWA shall not be liable for any additional administrative fees.

V. KEY OFFICIALS

REQUESTING AGENCY – FHWA/Western Federal lands Highway Division WFLHD

Contact: Janice Ritter, Contracting Officer's Technical Representative (COTR)
Voice: (360) 619-7689
Fax: (360) 619-7846
Email: Janice.Ritter@dot.gov

SERVICING AGENCY- USFS, Tongass N.F.

Contact: Douglas D'Hondt, P.E., County Engineer
Voice: (509) 962-7690
Fax : (509) 962-7663
Email: doug.dhondt@co.kittitas.wa.us

VI. SPECIAL PROVISIONS

- A. All allowable costs are in accordance with OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
- B. Kittitas County will award the construction contract(s) by competitive bid procedures or offered to eligible Small or Minority Owned Business interests.
- C. Any resultant contract must be issued with the Davis Bacon wage rate regulations.

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VII. MODIFICATIONS

Any modifications to the Agreement must be made in writing and agreed to by both parties. Such authorizations are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

VIII. AGREEMENT COMPLETION

When the Requesting Agency has accepted all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the requesting agency contact.

IX. TERMINATION

Either agency may terminate this agreement upon 30-calendar day (or as designated in the statement of work) prior written notification to the other agency. 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. If this agreement should be terminated by the Requesting Agency, its liability shall extend only to pay for 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. Otherwise, the Agreement will terminate upon the expiration date specified in Section III, Term of Agreement, unless the period of performance is extended by amendment to the agreement and as agreed by both parties.

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X. Agreement Standard Conditions

Financial

- 1. Funding.** In no case will the Servicing Agency make commitments or expenditures beyond 100% of funds obligated under this agreement as modified.
- 2. Additional funds.** The Requesting Agency and the Servicing Agency shall closely monitor funds. The Requesting Agency may increase the total obligation by modifying this agreement.
- 3. Duration of the agreement.** When agreement performance is expected to extend beyond the funding limits of the Requesting Agency's appropriation, the agreement may be extended provided the agencies have executed a modification using new funding.
- 4. Agreement Closeout.** Upon receipt of the final accounting of project costs, the Requesting Agency will close the Servicing Agency account. The remaining balance in the agreement account will be de-obligated by the Requesting Agency Finance Office upon receipt of approved close-out documentation by the Contracting Officer.

Laws

- 5. Compliance with Applicable Laws.** Both parties agree to comply with authorities, laws and regulations cited in this document.
- 6. 508 Compatibility.** Each Electronic & Information Technology (EIT) item/service furnished under this agreement shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as updated in 1998.
- 7. Competition Requirements for Servicing Agency.** All acquisitions awarded by the servicing agency in performance of this agreement shall comply with the Competition in Contracting Act (CICA), public law 98-369. (Applicable to agreements with other Federal agency)

Administration

- 8. Responsibilities.** The Requesting Agency COTR and the Servicing Agency designated official shall be responsible for technical oversight of the specified item/service, as set forth in the attached statement of work.

9. Third Party Liability. With respect to third-party liability for acts arising out of the performance of official duties by a government employee of the Servicing Agency, the Servicing Agency undertakes responsibilities for the investigation, adjudication, settlement, and payment of any claim asserted against the United States; except that, in all cases, the responsibility for the investigation, adjudication, settlement, and payment of any claim with respect to third-party liability arising out of the use, damage, or destruction of loaned personal property shall be the responsibility of the particular agency that has custody and control of the said personal property. In addition, the Servicing Agency representative shall have the duty of investigating and reporting, in accordance with the Servicing Agency's regulations and policies, incidents occurring on, or involving that Servicing Agency's real property, and the Requesting Agency agrees to cooperate fully in such investigations.

10. Disputes. Agency employees responsible for the administration of this agreement will be the initial points of contact for any disputes arising under this agreement. Disputes may be submitted in writing to either of these persons. Any disputes that are not resolved at this level may be referred to their respective agency's reviewing official for resolution. Pending the resolution or claim pursuant to this article, the parties agree that performance of all obligations shall be pursued diligently in accordance with terms and conditions of the Agreement.

Other

- 11. Property.** Purchase of equipment required for performance of the work must be authorized by the agreement.
- 12. Travel.** All travel under this agreement shall be in accordance with the Federal Travel Regulations, unless otherwise agreed to by both agencies.