

Memorandum Date: August 27, 2010
Order Date: September 1, 2010

TO: Lane County Board of Commissioners

DEPARTMENT: Public Works

PRESENTED BY: Bill Morgan, County Engineer

AGENDA ITEM TITLE: In the matter of approving a reimbursable agreement with Federal Highway Administration (FHWA) for Sweet Creek Road Retaining Wall Construction Project to be funded through the Oregon Forest Highway Program and that the County Administrator is authorized to execute the agreement

**EMERGENCY
BUSINESS**

I. MOTION

THAT THE BOARD ORDER BE APPROVED FOR LANE COUNTY TO ENTER INTO A REIMBURSABLE AGREEMENT WITH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) FOR SWEET CREEK ROAD RETAINING WALL CONSTRUCTION PROJECT TO BE FUNDED THROUGH THE OREGON FOREST HIGHWAY PROGRAM; AND THAT THE COUNTY ADMINISTRATOR BE AUTHORIZED TO EXECUTE THE AGREEMENT.

II. DISCUSSION

A. Background / Analysis

Pursuant to ORS 190.110, units of local government may enter into agreements for any lawful purpose with a United States governmental agency.

On July 23, 2008, Board Order No. 08-7-23-2 was signed by the Lane County Board of Commissioners authorizing an application for funding from the Western Federal Lands Highway Division-Federal Highway Administration (WFLHD-FHWA) under the 2008 Oregon Forest Highway Program (OFHP). County submitted an application for the project requesting \$2,500,000, but after further project scoping, WFLHD-FHWA approved funding for the project in the amount of \$4,655,000. Project funding includes \$450,000 for preliminary engineering and environmental clearance, \$300,000 for construction engineering, and \$3,905,000 for construction. Pursuant to the agreement, County's committed local match is \$256,750, which may be reduced by actual labor costs incurred by the County prior to making the deposit.

County will perform the bulk of preliminary engineering and environmental clearance with the assistance of a consultant, and County will perform the majority of the construction engineering and will bid and administer the project. All expenses for the project are reimbursable as they are incurred.

On May 19, 2010, Board Order No. 10-5-12-1 (in the matter of the Public Works Five-Year Capital Improvement Program/CIP for FY 2010/2011 - FY 2014/2015) was signed by the Lane County Board of Commissioners approving the Sweet Creek Road Retaining Wall Project, which involves removing the existing retaining wall and constructing a new retaining wall

(approximately 1,050 feet). Failure of the structure would lead to failure of the road fill and would effectively cut off the area served by Sweet Creek Road, while a catastrophic failure would also release fill into the Siuslaw River. Completion of this project also provides an opportunity to improve the riverside habitat by planting trees on the five-foot strip created by moving the wall. A guardrail would also be installed on the river side of the road, which is an added safety improvement benefit.

This motion is before the Board of Commissioners as an emergency item because the reimbursable agreement must be executed to meet federal funding obligations by September 30, 2010. By obtaining the funding now, construction can proceed in 2012. If the deadline is missed, the next available funding cycle would push construction to 2014. The project area is currently under a one-lane traffic condition and the wall is experiencing movement toward the river.

B. Recommendation

The Board's options are to approve the motion stated above, to deny the motion, or take some other course of action. Staff is recommending that the Board approve the motion.

III. ATTACHMENTS

Order

**IN THE BOARD OF COMMISSIONERS OF LANE COUNTY
STATE OF OREGON**

ORDER NO.

(In the matter of approving a reimbursable
(agreement with Federal Highway
(Administration (FHWA) for Sweet Creek
(Road Retaining Wall Construction Project
(to be funded through the Oregon Forest
(Highway Program and that the County
(Administrator is authorized to execute the
(agreement

WHEREAS, ORS 190.110 provides that units of local government may enter into agreements for any lawful purpose with a United States governmental agency; and

WHEREAS, On July 23, 2008, Board Order No. 08-7-23-2 was signed by the Lane County Board of Commissioners authorizing an application for funding from the Federal Lands Highway Division-Federal Highway Administration (WFLHD-FHWA) under the 2008 Oregon Forest Highway Program; and

WHEREAS, Lane County submitted the application for the project requesting \$2,500,000, but after further project scoping, WFLHD-FHWA approved funding for the project in the amount of \$4,665,000; and

WHEREAS, On May 19, 2010, Board Order No. 10-5-12-1 (in the matter of the Public Works Five-Year Capital Improvement Program/CIP for FY 2010/2011 - FY 2014/2015) was signed by the Lane County Board of Commissioners approving the Sweet Creek Road Retaining Wall Project, which involves removing the existing retaining wall and constructing a new retaining wall (approximately 1,050 feet); and

WHEREAS, the total Project expense is estimated at \$4,665,000, which includes \$450,000 for preliminary engineering and environmental clearance, \$300,000 for construction engineering, and \$3,905,000 for construction; and

WHEREAS, Lane County committed to a local match in the amount of \$256,750, which is included in the total project expense; and

WHEREAS, Lane County and its consultant will perform preliminary engineering and environmental clearance, and Lane County will perform the majority of the construction engineering and will bid and administer the project; and

WHEREAS, All preliminary engineering, construction engineering, and construction costs for the project are reimbursable as they are incurred; **NOW THEREFORE, BE IT**

ORDERED, that the Department of Public Works is authorized to enter into a reimbursable agreement with FHWA; **AND, BE IT**

FURTHER ORDERED, that the County Administrator is authorized to execute the agreement in substantially the form as Attachment A to this Order and also is authorized to execute any related amendments or addendums.

ENACTED this _____ day of September 2010.

William A. Fleenor, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date _____ Lane County

OFFICE OF LEGAL COUNSEL

"In the matter of approving a reimbursable agreement with Federal Highway Administration (FHWA) for Sweet Creek Road Retaining Wall Construction Project to be funded through the Oregon Forest Highway Program and that the County Administrator is authorized to execute the agreement"



U.S. Department
of Transportation
**Federal Highway
Administration**

Western Federal Lands Highway Division
610 E. Fifth Street
Vancouver, WA 98661
Phone 360-619-7700
Fax 360-619-7846

August 30, 2010

In Reply Refer To: HFL-17

Electronic Delivery Only

Mr. Kerry Werner, Supervising Design Engineer
Lane County Public Works
3040 N. Delta Highway
Eugene, OR 97408

Dear Mr. Werner:

Reimbursable Agreement No. DTFH70-10-E-00016
OR PFH 160(3), Sweet Creek Road Construction Project

Attached is Agreement No. DTFH70-10-E-00016 for the above captioned project. This Agreement sets forth the terms and conditions for work to be performed by the Lane County Public Works on the above subject project.

If you concur with the terms and conditions of this Agreement, please print two (2) copies, obtain the appropriate signature and return two (2) original copies to this office ATTN: AGREEMENTS. After WFLHD execution signature, an original signed copy of the Agreement will be sent to you for your files.

**DUE TO FISCAL YEAR END CLOSING DEADLINES
RETURN ON OR BEFORE: SEPTEMBER 15, 2010**

The enactment of the Debt Collection Improvement Act of 1996 requires all federal payments to be made electronically. Payments will be made via direct deposit by electronic funds transfer for this agreement and all subsequent payments. Please complete the enclosed Payment Information Form for Direct Deposit Payments and return along with the signed agreements to this office. If you have any questions regarding billing information, please call our Finance Department at (360) 619-7660.

Questions regarding the processing of this Agreement should be directed to Nancie Pruitt, Acquisitions Program Specialist at (360) 619-7672. For all other questions or concerns regarding this Agreement, please contact Mike Odom, P.E. & Project Manager at (360) 619-7568 or myself at (360) 619-7565.

Sincerely yours,

Marlene M. Marcellay
Contracting Officer

cc: Mike Odom, COTR, WFLHD
Acquisition file: DTFH70-10-E-00016



NON-FEDERAL AGENCY

Payment Information Form For Direct Deposit of Payments Lane County Public Works

Please complete this form for FHWA Agreement No. DTFH70-10-E-00016 and return with the signed agreement to the address listed below. If your agency financial information should change, another form must be completed and mailed as soon as possible to receive timely payments.

Name of Agency/Organization: _____

Address of Agency/Organization _____

Contact Person: _____ Phone No: _____

Tax ID Number (TIN Required): _____

Dunn & Bradstreet Number (9 digit Dunns # Required) _____
Call (866) 705-5711 to find your Dunns # OR to request a new Dunns #

Name & Address
of Financial Institution _____

Financial Institution's 9-Digit ABA Routing Number: _____

Financial Institution's Account Number for deposit of funds: _____

Name of Account Holder: _____

Signature and Title of Person Completing this Form

Date

Complete and forward this form along with signed Agreement to:

FEDERAL HIGHWAY ADMINISTRATION
ATTN: NANCIE PRUITT, ACQUISITION PROGRAM SPECIALIST
WESTERN FEDERAL LANDS HIGHWAY DIVISION
610 EAST FIFTH STREET
VANCOUVER, WA 98661-3801

All requested information will be kept entirely confidential in accordance with TAM 1204.203, and CANNOT be released under Freedom of Information Act (FOIA).

FHWA AGENCY AGREEMENT Project: <u>Sweet Creek Road Construction</u> Project OR PFIH: <u>16003</u>		FHWA Agreement No.: <u>DTFH70- 10-E-00016</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>November 30, 2012</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)

- ☒ **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.)
- ☐ **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:

- ☐ **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.)
- ☐ **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.)
- ☐ **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

Lane County Public Works
 3040 N Delta HWY
 Eugene, OR 97408

4a. FHWA Accounting & Appropriation Data:

1517411600003 531.D0.F15E.41 1741000000 25304 \$450,000
 1517411600003 531.A0.F15E.41 1741000000 25304 \$300,000
 1517411600003 531.00.F15E.41 1741000000 25304 \$3,905,000

4b. SERVICING AGENCY Accounting & Appropriation Data:

5. FUND AMOUNT

Amount Obligated by this Action: \$ 4,655,000.00

6. PAYMENT AND BILLING The other party to this agreement is a:
 (Check one)

☐ **Federal Agency.** Bill via Interagency Payment and Collection (IPAC) to Requesting Agency's Location Code (see block 7a or 7b, as applicable.)

☒ **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

- 8-digit Agency Location Code (ALC): 69-05-0001
- Dunns Number: 139-768-597
- TAS #: 69-8083
- Finance Office Contact: Katie Johnson
- Finance Phone: (360) 619-7660
- Finance FAX: (360) 619-7945
- Finance email: katie.johnsonCTR@dot.gov

7b. SERVICING AGENCY FINANCE CONTACT

- 8-digit Agency Location Code (ALC): N/A
- Dunns Number: 030-786-248
- Finance Office Contact: Cheri Goodgion
- Finance Phone: (541) 682-6916
- Finance FAX: (541) 682-8500
- Finance email: Cheri.Goodgion@co.lane.or.us

8a. FHWA APPROVAL (Name & Title - (type or print))

Marlene M. Marcellay, Contracting Officer

9a. OTHER AGENCY APPROVAL (Name & Title - type or print)

b. Signature

c. Date

b. Signature

c. Date

d. Phone: (360) 619-7585

Email: Marlene.Marcellay@dot.gov

d. Phone:

Email:

FHWA AGENCY AGREEMENT		FHWA Agreement No: DTFH70-10-E-00016
Project: Sweet Creek Road Construction		Other Agency's Agreement No: _____
Project OR PFH 160(3)		
<input checked="" type="checkbox"/> FHWA is the Requesting Agency <input type="checkbox"/> FHWA is the Serving Agency		EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>November 30, 2012</u>

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SWEET CREEK ROAD CONSTRUCTION PROJECT

I. INTRODUCTION

Funding is being provided under the Forest Highway Program for a proposed project on Sweet Creek Road. The County will be responsible for all work on the project except the National Environmental Policy Act of 1969 (NEPA) decision document(s), as more fully detailed below in II. STATEMENT OF WORK.

A. Location

The project is located in Lane County, Oregon (Township 18 South, Range 10 West, Sections 10, 11, and 15). It is approximately 1 1/2 miles southwest of the town of Mapleton, Oregon. The route is commonly known as Sweet Creek Road. The proposed project is at approximately MP 2.0.

B. Project Description

The proposed project is to replace an existing retaining wall that is experiencing failures. Wall replacement with minor road realignment; construction of retaining walls, construction of a new pavement structure, and drainage improvements.

II. STATEMENT OF WORK

A. General

This Statement of Work sets forth the pre-NEPA decision requirements and possible post-NEPA decision requirements of FHWA and Lane County (the County) for the OR PFH 160(3), Sweet Creek Road.

This agreement provides for funding of a progression of project activities. Phase 1 includes preliminary design and NEPA Compliance activities. If the NEPA decision document determines that a project should be constructed, Phase 2 will include Final Design, assembly of the PSE, procurement and construction. Phase 2 work may not be performed until the County receives written notification from FHWA that a NEPA decision has been reached to proceed with a project and the parameters of that project. Phase 2 work performed prior to a NEPA decision will not be eligible for reimbursement.

If the NEPA decision is to proceed with the proposed project, utility relocation is anticipated. County will coordinate and require any necessary utility relocation to occur according to Oregon law.

If the NEPA decision is to proceed with the proposed project, rights-of-way and/or easement acquisitions are anticipated for the project. Any funding of property acquisition and easements will be the responsibility of the County.

The County has jurisdictional and maintenance responsibilities for the road. If a project is constructed, the County will continue with jurisdictional responsibility and operate and maintain the road at the County's expense.

FHWA and the County may amend or terminate this agreement to adjust the project development needs.

B. Design Standards

If the NEPA decision is to proceed with a project, the project will be developed in accordance with applicable County design standards. Deviations from applicable standards will be documented.

C. Project Management

Coordinate with FHWA to develop a project schedule and scope of service for a RFP for consultant design services.

FHWA AGENCY AGREEMENT		FHWA Agreement No: DTFH70- 10-E-00016
Project: Sweet Creek Road Construction		Other Agency's Agreement No: _____
Project OR # 116013		
(Check one)		EFFECTIVE DATE: <u>See Block 8c, Signature Date</u>
<input checked="" type="checkbox"/> FHWA is the Requesting Agency		EXPIRATION DATE: <u>November 30, 2012</u>
<input type="checkbox"/> FHWA is the Serving Agency		

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Organize and attend a project kickoff meeting and document results of the meeting.

Manage the work throughout the duration of the project. Manage the project scope, schedule and budget and notify FHWA of issues affecting scope, schedule and budget. This includes the work necessary to manage analysis and production efforts, coordinate with FHWA, administer this reimbursable agreement, monitor progress, and direct quality control activities for the Project Development tasks.

Specific project management activities include:

- Hold informal progress meetings with FHWA staff as needed to discuss project status. The purpose of these meetings is to monitor the project schedule, review work, and maintain a close working relationship.
- Submit a progress report with each reimbursement request indicating dates the reimbursement request covers, work associated with the reimbursement request that has been completed and anticipated dates of major project milestones.
- Prepare and maintain a project schedule.
- Contact the FHWA project manager by phone at least every month to discuss status and progress.
- Coordinate production and quality control activities.
- Establish project budgets and monitor costs.
- Prepare invoices and backup data.
- Maintain project files
- Manage consultant design services

Primary responsibility for project development services is indicated in the following checklist (The activities beginning with "Roadway Design" are all dependent on the NEPA decision.)

<u>County</u>	<u>FHWA</u>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project Management
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Issue RFP for consultant services
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Coordination
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Agency Coordination
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hydraulic/Stormwater Studies and Reports
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supplemental Geotechnical Studies and Reports
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supplement Survey Data
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Prepare NEPA decision document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prepare all Required Permit Applications
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permit Acquisition
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roadway Design
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prepare Right-of-Way Documents
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Right-of-Way Acquisition
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prepare Plans, Special Contract Requirements, Quantities and Cost Estimates
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prepare Utility Relocation Documents
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Coordinate Utility Relocation

FHWA AGENCY AGREEMENT		FHWA Agreement No: DTFH70- 10-E-00016
Project: Sweet Creek Road Construction		Other Agency's Agreement No: _____
Project OR FHWA 150(x3)		
<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>November 30, 2012</u>

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D. Preliminary Design

Prepare engineering studies to support preliminary design including hydraulic, geotechnical, value engineering, and storm water treatment.

Perform supplemental site survey as necessary to support the design and environmental compliance needs of the project.

Prepare and submit a preliminary plan package to FHWA. The preliminary plan package will include 30% plans showing the proposed work and a preliminary construction estimate for the work. Provide drawings and details that convey the overall project scope and design concepts of the preferred alternative. Provide sufficient design information to allow FHWA approval of design direction and to confirm the preferred alternative. The following are the basic elements of the project that needs to be designed and incorporated into a set of plans and estimates for this phase of the project:

- Title Sheet and Vicinity Map
- Summary of Quantities
- Typical Sections
- Plan and profile sheets for preferred alternative. Include proposed construction limits (cut and fill slope catch points), existing utilities, ROW boundaries/ownership, and all culture ties and locations.
- Provide plan and elevation for structures.
- Preliminary traffic control plan.
- Typical Roadway Section for preferred alternative.
- Storm water facility drawings.
- Preliminary construction cost estimates.

Coordinate environmental compliance efforts with FHWA environmental staff. Utilizing the information provided by this reimbursable agreement, FHWA will write an independent environmental decision document(s).

To support environmental compliance efforts, coordinate, develop and complete tasks including resource surveys, studies and assessments for documentation. Environmental compliance tasks are anticipated to include the following:

National Historic Preservation Act (NHPA)

- A qualified archeologist shall perform resource surveys of the area of potential effect (APE) for the project area in compliance with Department of Interior guidelines. If the APE includes land owned or controlled by the federal government, then obtain a permit from the federal land management agency to conduct resource surveys in accordance with the Archaeological Resources Protection Act.
- Tribal consultation is a federal-agency-to-tribal-government relationship; therefore tribal contacts and consultation will be performed by FHWA. Submit a draft letter to FHWA for use in initiating tribal consultation.
- Submit a written report documenting findings, including recommendations of draft findings to FHWA that complies with applicable State Historic Preservation Office (SHPO) standards for use in Section 106 of the National Historic Preservation Act (NHPA) consultation.

Wetlands

- A qualified biologist will identify the presence or absence of wetlands or other waters of the U.S. within the area of potential impacts (API). Wetlands believed to be under the U.S. Army Corps of Engineers (USACE) should be identified. This may include but is not limited to referencing the

FHWA AGENCY AGREEMENT Project: <u>Sweet Creek Road Construction</u> Project OR REF: <u>160(3)</u>		FHWA Agreement No: <u>DTFH70- 10-E-00016</u> Other Agency's Agreement No: _____
(check one) <input checked="" type="checkbox"/> FHWA is the Requesting Agency <input type="checkbox"/> FHWA is the Sponsoring Agency		EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>November 30, 2012</u>

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National Wetland Inventory or local wetland inventory, NRCS soil survey maps, and field observations.

- If no potential wetlands are observed within the API, these findings can be documented in a short report.
- If potential wetlands exist in the API, delineate wetlands in accordance with the USACE 1987 Wetland Delineation Manual.

Threatened & Endangered (T&E) Species and Essential Fish Habitat (EFH)

- A qualified biologist or botanist shall perform threatened and endangered species and essential fish habitat studies within the API.
- The biologist will obtain updated T&E species lists for the project area from the US Fish and Wildlife Service (USFWS) and, if appropriate, NOAA Fisheries Service.
- If there are no T&E species or EFH within the API or the proposed project would have *no effect* to any T&E species or no adverse effect on EFH within the API, the biologists/botanist shall submit a finding to FHWA documenting their finding and the basis for their conclusion.
- If there are T&E species within the API and the project *may affect* these species, submit a written Biological Assessment (BA) following USFWS guidelines to FHWA.
- If the project may affect threatened or endangered species, perform Section 7 consultation as appropriate with USFWS and NOAA Fisheries Service. If appropriate, include consultation for EFH.
- Following consultation, submit as appropriate a copy of Section 7 concurrence letter or Biological Opinion from the USFWS and NOAA Fisheries Service to FHWA.

Other Environmental Issues

Identify, as soon as possible, other environmental issues. These may include:

- Coastal Zones
- Floodplains
- Hazardous Materials

Permits

- Identify all permits necessary for construction and submit a list of permits to FHWA.
- Submit a copy of completed permit applications to FHWA for all necessary permits.
- Obtain permits necessary for construction.

E. Final Design

Do not initiate final design until FHWA has issued a NEPA decision document. Final design will be for the project, if any, set forth in the NEPA decision document.

Develop a final plans, specifications, and construction estimate package (PS&E) for 70%, 95%, and 100% PSE submittals. The plans and specifications shall provide sufficient details and information to ensure the described work is fully constructible. Insure that mitigation requirements identified in the Environmental Document(s) and environmental permits are included in the PS&E.

Submit the 70%, 95%, and 100% PSE package to FHWA for approval.

F. Construction

Any construction activities are dependent on the NEPA decision document.

FHWA AGENCY AGREEMENT		FHWA Agreement No: DTFH70- 10-E-00016
Project: Sweet Creek Road Construction		Other Agency's Agreement No: _____
Project OR PFI# 15013		
(check one)		EFFECTIVE DATE: <u>See Block 8c, Signature Date</u>
<input checked="" type="checkbox"/> FHWA is the Requesting Agency		EXPIRATION DATE: <u>November 30, 2012</u>
<input type="checkbox"/> FHWA is the Servicing Agency		

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Procure construction services for the project and construct and administer the project in conformance with the approved PS&E, the FHWA environmental decision document(s) and permits.

The project is to comply with the Davis-Bacon Act, which requires payment of prevailing wages.

During administration of the construction contract provide advance notification to the FHWA project manager and request a modification of this agreement for any construction contract modifications requiring additional Forest Highway funding.

G. Post Construction

The project will be owned and maintained by the County.

H. Summary of Deliverables

All activities beginning with 'Intermediate Design (50%)' are dependent on the FHWA NEPA decision. If the decision is not to proceed with the project, the project will be completed and these deliverables will not be needed on this project.

PROJECT KICKOFF MEETING	TBD
ALTERNATIVES CONFIRMATION MEMO & Part III ECS	TBD
DEVELOP RFP FOR A/E SERVICES	TBD
NEGOTIATE, FINALIZE, SIGN & EXECUTE TASK ORDER	NOVEMBER 3, 2010
INITIAL NOTIFICATION TO UTILITIES	NOVEMBER 30, 2010
SHPO CONCURRENCE - INITIAL CULTURAL SURVEYS REPORT (SUBMIT FOR FHWA REVIEW)	DECEMBER 3, 2010
SECTION 7 CONCURRENCE - BIOLOGICAL RESOURCE SURVEYS REPORT (SUBMIT FOR FHWA REVIEW)	DECEMBER 3, 2010
WETLAND OR WATERS OF THE U.S. IMPACT ANALYSIS REPORT (SUBMIT FOR FHWA REVIEW)	DECEMBER 3, 2010
PRELIMINARY HYDRAULIC REPORT	DECEMBER 3, 2010
FIELD SURVEY	APRIL 7, 2011
30% PLANS AND ESTIMATE DUE	MAY 12, 2011
PRELIM DESIGN FIELD REVIEW	MAY 20, 2011
PREPARE COAST ZONE MANAGEMENT ACT LETTER	JUNE 3, 2011
PREPARE STATE SCENIC WATERWAY LETTER	JUNE 2, 2011

FHWA AGENCY AGREEMENT Project: Sweet Creek Road Construction Project OR PRH 160(S)		FHWA Agreement No: DTFH70- 10-E-00016 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>November 30, 2012</u>

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UTILITY RELOCATION PACKAGE	JUNE 30, 2011
INTERMEDIATE GEOTECH RECOMMENDATION MEMO	JUNE 30, 2011
UTILITY RELOCATION PLAN, SCHEDULE, AND ESTIMATE	SEPTEMBER 30, 2011
BIOLOGICAL OPINION OR CONCURRENCE APPROVAL DUE	JUNE 30, 2011
CATEGORICAL EXCLUSION APPROVAL	JULY 15, 2011
NEPA PROCESS & PRELIMINARY DESIGN COMPLETED	JULY 15, 2011
70% PLANS, SPECIFICATIONS, ESTIMATE	NOVEMBER 30, 2011
70% DESIGN REVIEW COMMENTS DUE	DECEMBER 15, 2011
SUBMIT PERMIT APPLICATIONS	DECEMBER 15, 2011
AUTHORIZE PERMITS	JANUARY 30, 2012
95% PS&E DELIVERY	JANUARY 30, 2012
95% REVIEW COMMENTS DUE	FEBRUARY 15, 2012
100% PS&E DELIVERY	MARCH 1, 2012
ADVERTISE	MARCH 27, 2012
BID OPENING	APRIL 27, 2012
CONTRACT AWARD	JUNE 1, 2012
NTP	JUNE 15, 2012
START CONSTRUCTION	JULY 2, 2012
SUBSTANTIAL COMPLETION	SEPTEMBER 28, 2012
PROJECT COMPLETION	NOVEMBER 30, 2012

I. Special Conditions

Right of Way, Utilities, and Construction are all contingent responsibilities, subject to the FHWA NEPA Decision.

- 1) **Right of Way:** The County will be responsible for the preparation of any needed R/W plats and legal descriptions to affected private property and acquisition of private right-of-way.

Costs associated with right-of-way are the responsibility of the County.

- 2) **Utilities:** Utility relocations are the responsibility of the County.

County will coordinate and require any necessary utility relocation to occur according to Oregon law.

- 3) **NEPA Decision Document:** WFLHD is responsible for completing the NEPA decision document.

FHWA AGENCY AGREEMENT Project: <u>Sweet Creek Road Construction</u> Project OR PFI: <u>1603</u>		FHWA Agreement No: <u>DTFH70- 10-E-00016</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>November 30, 2012</u>

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- 4) **Construction:** Do not initiate construction procurement until notified in writing that WFLHD has completed NEPA decision documents for the project.
- 5) During the construction phase of the project, the County will be responsible for providing construction support personnel to conduct contract oversight to ensure a quality product.
- 6) Upon completion of the construction contract, the County and FHWA will hold a final inspection. When it is determined that the project has been constructed in substantial conformity with the approved plans and specifications, the County will notify FHWA of final acceptance of the work and submit a hard copy of the final invoice to FHWA.
- 7) **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 the County's expense.

Road maintenance is defined as the act of keeping the road in acceptable condition. Maintenance includes preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve the road so that it continues to provide acceptable service and achieves its expected life.

- 8) **Funding:** Funding for the project will be provided from the Oregon Forest Highway Program.
- 9) A local match of \$256,750 will be provided by the County. Submit documentation to FHWA that shows the local match requirement has been met.

The funds listed above have been or are forecasted to be allocated to perform the work described in this agreement. It is recognized that this funding amount may not be adequate to complete environmental clearance, design, construction management, and construction. Project needs and costs will need to be re-evaluated as environmental studies and preliminary design work progresses. Project scope may need to be changed to match available funding. Changes in project cost and scope must be approved by FHWA.

J. Cost Budget

The cost of the work is Not to Exceed \$4,655,000.00, unless an amendment to the Agreement is made in writing and agreed to by both parties. The 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.

Attachment 1, Cost Estimate Budget, is made a part of this Agreement.

Phase 1:	\$ 450,000 PE
Phase 2:	\$ 300,000 CE
Phase 3:	\$3,905,000 CN

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 November 30, 2012, unless modified in writing by mutual agreement or terminated by either party upon thirty (30) days written notice. However, payment will be made for all eligible work that was completed and accepted by the COTR, with approval by the Contracting Officer, prior to the effective date of this Agreement. 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.

FHWA AGENCY AGREEMENT Project: <u>Sweet Creek Road Construction</u> Project OR RFP# <u>16000</u>		FHWA Agreement No: <u>DTFH70- 10-E-00016</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>November 30, 2012</u>

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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 agreed upon in the cost budget for services rendered or supplies delivered, as stated in Section II, J. Cost Budget. All invoices and final payments should reference the Agreement 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.

FHWA AGENCY AGREEMENT Project: Sweet Creek Road Construction Project OR FH 180(a)		FHWA Agreement No: DTFH70- 10-E-00016 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>November 30, 2012</u>

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V. KEY OFFICIALS

REQUESTING AGENCY – FHWA/Western Federal Lands Highway Division WFLHD

Contact: Michael Odom, Contracting Officer's Technical Representative (COTR)

Voice: (360) 619-7568

Fax: (360) 619-7846

Email: Mike.Odom@dot.gov

SERVICING AGENCY- LANE COUNTY

Contact: Kerry Werner, Supervising Design Engineer

Voice: (541) 682-6960

Email: Kerry.Werner@co.lane.or.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. Single Audit Requirement: Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments. Upon completion of the audit, Lane County shall provide a copy to the COTR who will forward to the FHWA Acquisition Office, ATTN: Contracting Officer.
- C. If the NEPA decision is to proceed with a project, the County will award the construction contract by competitive bid procedures or offered to eligible Small or Minority Owned Business interests.
- D. Any resultant contract must be issued with the Davis Bacon Act Regulations.

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 of November 30, 2012 unless the period of performance is extended by amendment to the agreement and as agreed by both parties.

FHWA AGENCY AGREEMENT		FHWA Agreement No: <u>DTFH70-10-E-00016</u>
Project: <u>Sweet Creek Road Construction</u>		Other Agency's Agreement No: _____
Project OR FISH 160/2		
(Check one)		EFFECTIVE DATE: <u>See Block 8c, Signature Date</u>
<input checked="" type="checkbox"/> FHWA is the Requesting Agency		EXPIRATION DATE: <u>November 30, 2012</u>
<input type="checkbox"/> FHWA is the Servicing Agency		

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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 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.



U.S. Department
of Transportation
**Federal Highway
Administration**

Western Federal Lands Highway Division
610 E. Fifth Street
Vancouver, WA 98661
Phone 360-619-7700
Fax 360-619-7846

August 30, 2010

In Reply Refer To: HFL-17

Electronic Delivery Only

Mr. Kerry Werner, Supervising Design Engineer
Lane County Public Works
3040 N. Delta Highway
Eugene, OR 97408

Dear Mr. Werner:

Reimbursable Agreement No. DTFH70-10-E-00016
OR PFH 160(3), Sweet Creek Road Construction Project

Attached is Agreement No. DTFH70-10-E-00016 for the above captioned project. This Agreement sets forth the terms and conditions for work to be performed by the Lane County Public Works on the above subject project.

If you concur with the terms and conditions of this Agreement, please print two (2) copies, obtain the appropriate signature and return two (2) original copies to this office ATTN: AGREEMENTS. After WFLHD execution signature, an original signed copy of the Agreement will be sent to you for your files.

**DUE TO FISCAL YEAR END CLOSING DEADLINES
RETURN ON OR BEFORE: SEPTEMBER 15, 2010**

The enactment of the Debt Collection Improvement Act of 1996 requires all federal payments to be made electronically. Payments will be made via direct deposit by electronic funds transfer for this agreement and all subsequent payments. Please complete the enclosed Payment Information Form for Direct Deposit Payments and return along with the signed agreements to this office. If you have any questions regarding billing information, please call our Finance Department at (360) 619-7660.

Questions regarding the processing of this Agreement should be directed to Nancie Pruitt, Acquisitions Program Specialist at (360) 619-7672. For all other questions or concerns regarding this Agreement, please contact Mike Odom, P.E. & Project Manager at (360) 619-7568 or myself at (360) 619-7565.

Sincerely yours,

Marlene M. Marcellay
Contracting Officer

cc: Mike Odom, COTR, WFLHD
Acquisition file: DTFH70-10-E-00016



NON-FEDERAL AGENCY

Payment Information Form For Direct Deposit of Payments Lane County Public Works

Please complete this form for FHWA Agreement No. DTFH70-10-E-00016 and return with the signed agreement to the address listed below. If your agency financial information should change, another form must be completed and mailed as soon as possible to receive timely payments.

Name of Agency/Organization: _____

Address of Agency/Organization _____

Contact Person: _____ Phone No: _____

Tax ID Number (TIN Required): _____

Dunn & Bradstreet Number (9 digit Dunns # Required) _____
Call (866) 705-5711 to find your Dunns # OR to request a new Dunns #

Name & Address
of Financial
Institution _____

Financial Institution's 9-Digit ABA Routing Number: _____

Financial Institution's Account Number for deposit of funds: _____

Name of Account Holder: _____

Signature and Title of Person Completing this Form

Date

Complete and forward this form along with signed Agreement to:

FEDERAL HIGHWAY ADMINISTRATION
ATTN: NANCIE PRUITT, ACQUISITION PROGRAM SPECIALIST
WESTERN FEDERAL LANDS HIGHWAY DIVISION
610 EAST FIFTH STREET
VANCOUVER, WA 98661-3801

All requested information will be kept entirely confidential in accordance with TAM 1204.203, and CANNOT be released under Freedom of Information Act (FOIA).

FHWA AGENCY AGREEMENT Project: <u>Sweet Creek Road Construction</u> Project OR PHE: <u>1603</u>		FHWA Agreement No: <u>DTFH70- 10-E-00016</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>November 30, 2012</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)

- ☒ 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.)
- ☐ 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:

- ☐ 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.)
- ☐ 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.)
- ☐ 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 Lane County Public Works 3040 N Delta HWY Eugene, OR 97408	
4a. FHWA Accounting & Appropriation Data: 1517411600003 531.D0.F15E.41 1741000000 25304 \$450,000 1517411600003 531.A0.F15E.41 1741000000 25304 \$300,000 1517411600003 531.00.F15E.41 1741000000 25304 \$3,805,000		4b. SERVICING AGENCY Accounting & Appropriation Data:	
5. FUND AMOUNT Amount Obligated by this Action: <u>\$ 4,655,000.00</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>139-788-597</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.johnsonCTR@dot.gov</u>		7b. SERVICING AGENCY FINANCE CONTACT 1. 8-digit Agency Location Code (ALC): <u>N/A</u> 2. Dunns Number: <u>030-786-248</u> 3. Finance Office Contact: <u>Cheri Goodgion</u> 4. Finance Phone: <u>(541) 682-6916</u> 5. Finance FAX: <u>(541) 682-8500</u> 6. Finance email : <u>Cheri.Goodgion@co.lane.or.us</u>	
8a. FHWA APPROVAL (Name & Title - type or print) Marlene M. Marcellay, Contracting Officer		9a. OTHER AGENCY APPROVAL (Name & Title - type or print)	
b. Signature	c. Date	b. Signature	c. Date
d. Phone : <u>(360) 619-7565</u> Email : <u>Marlene.Marcellay@dot.gov</u>		d. Phone: Email:	

FHWA AGENCY AGREEMENT Project: <u>Sweet Creek Road Construction</u> Project OR PFH: <u>160(3)</u>		FHWA Agreement No: <u>DTFH70- 10-E-00016</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>November 30, 2012</u>

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SWEET CREEK ROAD CONSTRUCTION PROJECT

I. INTRODUCTION

Funding is being provided under the Forest Highway Program for a proposed project on Sweet Creek Road. The County will be responsible for all work on the project except the National Environmental Policy Act of 1969 (NEPA) decision document(s), as more fully detailed below in II. STATEMENT OF WORK.

A. Location

The project is located in Lane County, Oregon (Township 18 South, Range 10 West, Sections 10, 11, and 15). It is approximately 1 1/2 miles southwest of the town of Mapleton, Oregon. The route is commonly known as Sweet Creek Road. The proposed project is at approximately MP 2.0.

B. Project Description

The proposed project is to replace an existing retaining wall that is experiencing failures. Wall replacement with minor road realignment; construction of retaining walls, construction of a new pavement structure, and drainage improvements.

II. STATEMENT OF WORK

A. General

This Statement of Work sets forth the pre-NEPA decision requirements and possible post-NEPA decision requirements of FHWA and Lane County (the County) for the OR PFH 160(3), Sweet Creek Road.

This agreement provides for funding of a progression of project activities. Phase 1 includes preliminary design and NEPA Compliance activities. If the NEPA decision document determines that a project should be constructed, Phase 2 will include Final Design, assembly of the PSE, procurement and construction. Phase 2 work may not be performed until the County receives written notification from FHWA that a NEPA decision has been reached to proceed with a project and the parameters of that project. Phase 2 work performed prior to a NEPA decision will not be eligible for reimbursement.

If the NEPA decision is to proceed with the proposed project, utility relocation is anticipated. County will coordinate and require any necessary utility relocation to occur according to Oregon law.

If the NEPA decision is to proceed with the proposed project, rights-of-way and/or easement acquisitions are anticipated for the project. Any funding of property acquisition and easements will be the responsibility of the County.

The County has jurisdictional and maintenance responsibilities for the road. If a project is constructed, the County will continue with jurisdictional responsibility and operate and maintain the road at the County's expense.

FHWA and the County may amend or terminate this agreement to adjust the project development needs.

B. Design Standards

If the NEPA decision is to proceed with a project, the project will be developed in accordance with applicable County design standards. Deviations from applicable standards will be documented.

C. Project Management

Coordinate with FHWA to develop a project schedule and scope of service for a RFP for consultant design services.

FHWA AGENCY AGREEMENT		FHWA Agreement No: DTFH70- 10-E-00016
Project: Swan Creek Road Construction		Other Agency's Agreement No: _____
Project OR FHWA 16810		
(Check one)		EFFECTIVE DATE: <u>See Block 8c, Signature Date</u>
<input checked="" type="checkbox"/> FHWA is the Requesting Agency		EXPIRATION DATE: <u>November 30, 2012</u>
<input type="checkbox"/> FHWA is the Serving Agency		

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Organize and attend a project kickoff meeting and document results of the meeting.

Manage the work throughout the duration of the project. Manage the project scope, schedule and budget and notify FHWA of issues affecting scope, schedule and budget. This includes the work necessary to manage analysis and production efforts, coordinate with FHWA, administer this reimbursable agreement, monitor progress, and direct quality control activities for the Project Development tasks.

Specific project management activities include:

- Hold informal progress meetings with FHWA staff as needed to discuss project status. The purpose of these meetings is to monitor the project schedule, review work, and maintain a close working relationship.
- Submit a progress report with each reimbursement request indicating dates the reimbursement request covers, work associated with the reimbursement request that has been completed and anticipated dates of major project milestones.
- Prepare and maintain a project schedule.
- Contact the FHWA project manager by phone at least every month to discuss status and progress.
- Coordinate production and quality control activities.
- Establish project budgets and monitor costs.
- Prepare invoices and backup data.
- Maintain project files
- Manage consultant design services

Primary responsibility for project development services is indicated in the following checklist (The activities beginning with "Roadway Design" are all dependent on the NEPA decision.)

<u>County</u>	<u>FHWA</u>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project Management
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Issue RFP for consultant services
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Coordination
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Agency Coordination
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hydraulic/Stormwater Studies and Reports
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supplemental Geotechnical Studies and Reports
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supplement Survey Data
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Prepare NEPA decision document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prepare all Required Permit Applications
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permit Acquisition
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roadway Design
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prepare Right-of-Way Documents
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Right-of-Way Acquisition
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prepare Plans, Special Contract Requirements, Quantities and Cost Estimates
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prepare Utility Relocation Documents
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Coordinate Utility Relocation

FHWA AGENCY AGREEMENT		FHWA Agreement No: DTFH70- 10-E-00016
Project: Sweet Creek Road Construction		Other Agency's Agreement No: _____
Project: OR DEH 1603		
(check one) <input checked="" type="checkbox"/> FHWA is the Requesting Agency <input type="checkbox"/> FHWA is the Service Agency		EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>November 30, 2012</u>

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D. Preliminary Design

Prepare engineering studies to support preliminary design including hydraulic, geotechnical, value engineering, and storm water treatment.

Perform supplemental site survey as necessary to support the design and environmental compliance needs of the project.

Prepare and submit a preliminary plan package to FHWA. The preliminary plan package will include 30% plans showing the proposed work and a preliminary construction estimate for the work. Provide drawings and details that convey the overall project scope and design concepts of the preferred alternative. Provide sufficient design information to allow FHWA approval of design direction and to confirm the preferred alternative. The following are the basic elements of the project that needs to be designed and incorporated into a set of plans and estimates for this phase of the project:

- Title Sheet and Vicinity Map
- Summary of Quantities
- Typical Sections
- Plan and profile sheets for preferred alternative. Include proposed construction limits (cut and fill slope catch points), existing utilities, ROW boundaries/ownership, and all culture ties and locations.
- Provide plan and elevation for structures.
- Preliminary traffic control plan.
- Typical Roadway Section for preferred alternative.
- Storm water facility drawings.
- Preliminary construction cost estimates.

Coordinate environmental compliance efforts with FHWA environmental staff. Utilizing the information provided by this reimbursable agreement, FHWA will write an independent environmental decision document(s).

To support environmental compliance efforts, coordinate, develop and complete tasks including resource surveys, studies and assessments for documentation. Environmental compliance tasks are anticipated to include the following:

National Historic Preservation Act (NHPA)

- A qualified archeologist shall perform resource surveys of the area of potential effect (APE) for the project area in compliance with Department of Interior guidelines. If the APE includes land owned or controlled by the federal government, then obtain a permit from the federal land management agency to conduct resource surveys in accordance with the Archaeological Resources Protection Act.
- Tribal consultation is a federal-agency-to-tribal-government relationship; therefore tribal contacts and consultation will be performed by FHWA. Submit a draft letter to FHWA for use in initiating tribal consultation.
- Submit a written report documenting findings, including recommendations of draft findings to FHWA that complies with applicable State Historic Preservation Office (SHPO) standards for use in Section 106 of the National Historic Preservation Act (NHPA) consultation.

Wetlands

- A qualified biologist will identify the presence or absence of wetlands or other waters of the U.S. within the area of potential impacts (API). Wetlands believed to be under the U.S. Army Corps of Engineers (USACE) should be identified. This may include but is not limited to referencing the

FHWA AGENCY AGREEMENT		FHWA Agreement No: DTFH70- 10-E-00016
Project: Sweet Creek Road Construction		Other Agency's Agreement No: _____
Project: OR RFB 160(3)		
(Check one)		EFFECTIVE DATE: <u>See Block 8c, Signature Date</u>
<input checked="" type="checkbox"/> FHWA is the Requesting Agency		EXPIRATION DATE: <u>November 30, 2012</u>
<input type="checkbox"/> FHWA is the Servicing Agency		

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National Wetland Inventory or local wetland inventory, NRCS soil survey maps, and field observations.

- If no potential wetlands are observed within the API, these findings can be documented in a short report.
- If potential wetlands exist in the API, delineate wetlands in accordance with the USACE 1987 Wetland Delineation Manual.

Threatened & Endangered (T&E) Species and Essential Fish Habitat (EFH)

- A qualified biologist or botanist shall perform threatened and endangered species and essential fish habitat studies within the API.
- The biologist will obtain updated T&E species lists for the project area from the US Fish and Wildlife Service (USFWS) and, if appropriate, NOAA Fisheries Service.
- If there are no T&E species or EFH within the API or the proposed project would have *no effect* to any T&E species or no adverse effect on EFH within the API, the biologists/botanist shall submit a finding to FHWA documenting their finding and the basis for their conclusion.
- If there are T&E species within the API and the project *may affect* these species, submit a written Biological Assessment (BA) following USFWS guidelines to FHWA.
- If the project may affect threatened or endangered species, perform Section 7 consultation as appropriate with USFWS and NOAA Fisheries Service. If appropriate, include consultation for EFH.
- Following consultation, submit as appropriate a copy of Section 7 concurrence letter or Biological Opinion from the USFWS and NOAA Fisheries Service to FHWA.

Other Environmental Issues

Identify, as soon as possible, other environmental issues. These may include:

- Coastal Zones
- Floodplains
- Hazardous Materials

Permits

- Identify all permits necessary for construction and submit a list of permits to FHWA.
- Submit a copy of completed permit applications to FHWA for all necessary permits.
- Obtain permits necessary for construction.

E. Final Design

Do not initiate final design until FHWA has issued a NEPA decision document. Final design will be for the project, if any, set forth in the NEPA decision document.

Develop a final plans, specifications, and construction estimate package (PS&E) for 70%, 95%, and 100% PSE submittals. The plans and specifications shall provide sufficient details and information to ensure the described work is fully constructible. Insure that mitigation requirements identified in the Environmental Document(s) and environmental permits are included in the PS&E.

Submit the 70%, 95%, and 100% PSE package to FHWA for approval.

F. Construction

Any construction activities are dependent on the NEPA decision document.

FHWA AGENCY AGREEMENT		FHWA Agreement No: DTFH70- 10-E-00016
Project: Sweet Creek Road Construction		Other Agency's Agreement No: _____
Project: OR-PFH16003		
(Check one)		EFFECTIVE DATE: <u>See Block 8c, Signature Date</u>
<input checked="" type="checkbox"/> FHWA is the Requesting Agency		EXPIRATION DATE: <u>November 30, 2012</u>
<input type="checkbox"/> FHWA is the Servicing Agency		

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Procure construction services for the project and construct and administer the project in conformance with the approved PS&E, the FHWA environmental decision document(s) and permits.

The project is to comply with the Davis-Bacon Act, which requires payment of prevailing wages.

During administration of the construction contract provide advance notification to the FHWA project manager and request a modification of this agreement for any construction contract modifications requiring additional Forest Highway funding.

G. Post Construction

The project will be owned and maintained by the County.

H. Summary of Deliverables

All activities beginning with 'Intermediate Design (50%)' are dependent on the FHWA NEPA decision. If the decision is not to proceed with the project, the project will be completed and these deliverables will not be needed on this project.

PROJECT KICKOFF MEETING	TBD
ALTERNATIVES CONFIRMATION MEMO & Part III ECS	TBD
DEVELOP RFP FOR A/E SERVICES	TBD
NEGOTIATE, FINALIZE, SIGN & EXECUTE TASK ORDER	NOVEMBER 3, 2010
INITIAL NOTIFICATION TO UTILITIES	NOVEMBER 30, 2010
SHPO CONCURRENCE - INITIAL CULTURAL SURVEYS REPORT (SUBMIT FOR FHWA REVIEW)	DECEMBER 3, 2010
SECTION 7 CONCURRENCE - BIOLOGICAL RESOURCE SURVEYS REPORT (SUBMIT FOR FHWA REVIEW)	DECEMBER 3, 2010
WETLAND OR WATERS OF THE U.S. IMPACT ANALYSIS REPORT (SUBMIT FOR FHWA REVIEW)	DECEMBER 3, 2010
PRELIMINARY HYDRAULIC REPORT	DECEMBER 3, 2010
FIELD SURVEY	APRIL 7, 2011
30% PLANS AND ESTIMATE DUE	MAY 12, 2011
PRELIM DESIGN FIELD REVIEW	MAY 20, 2011
PREPARE COAST ZONE MANAGEMENT ACT LETTER	JUNE 3, 2011
PREPARE STATE SCENIC WATERWAY LETTER	JUNE 2, 2011

FHWA AGENCY AGREEMENT		FHWA Agreement No: DTFH70- 10-E-00016
Project: Sweet Creek Road Construction		Other Agency's Agreement No: _____
Project OR FHWA (6018)		
(check one)		EFFECTIVE DATE: <u>See Block 8c, Signature Date</u>
<input checked="" type="checkbox"/> FHWA is the Requesting Agency		EXPIRATION DATE: <u>November 30, 2012</u>
<input type="checkbox"/> FHWA is the Servicing Agency		

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UTILITY RELOCATION PACKAGE	JUNE 30, 2011
INTERMEDIATE GEOTECH RECOMMENDATION MEMO	JUNE 30, 2011
UTILITY RELOCATION PLAN, SCHEDULE, AND ESTIMATE	SEPTEMBER 30, 2011
BIOLOGICAL OPINION OR CONCURRENCE APPROVAL DUE	JUNE 30, 2011
CATEGORICAL EXCLUSION APPROVAL	JULY 15, 2011
NEPA PROCESS & PRELIMINARY DESIGN COMPLETED	JULY 15, 2011
70% PLANS, SPECIFICATIONS, ESTIMATE	NOVEMBER 30, 2011
70% DESIGN REVIEW COMMENTS DUE	DECEMBER 15, 2011
SUBMIT PERMIT APPLICATIONS	DECEMBER 15, 2011
AUTHORIZE PERMITS	JANUARY 30, 2012
95% PS&E DELIVERY	JANUARY 30, 2012
95% REVIEW COMMENTS DUE	FEBRUARY 15, 2012
100% PS&E DELIVERY	MARCH 1, 2012
ADVERTISE	MARCH 27, 2012
BID OPENING	APRIL 27, 2012
CONTRACT AWARD	JUNE 1, 2012
NTP	JUNE 15, 2012
START CONSTRUCTION	JULY 2, 2012
SUBSTANTIAL COMPLETION	SEPTEMBER 28, 2012
PROJECT COMPLETION	NOVEMBER 30, 2012

I. Special Conditions

Right of Way, Utilities, and Construction are all contingent responsibilities, subject to the FHWA NEPA Decision.

- 1) **Right of Way:** The County will be responsible for the preparation of any needed RW plats and legal descriptions to affected private property and acquisition of private right-of-way.

Costs associated with right-of-way are the responsibility of the County.

- 2) **Utilities:** Utility relocations are the responsibility of the County.

County will coordinate and require any necessary utility relocation to occur according to Oregon law.

- 3) **NEPA Decision Document:** WFLHD is responsible for completing the NEPA decision document.

FHWA AGENCY AGREEMENT		FHWA Agreement No: DTFH70- 10-E-00016
Project: Sweet Creek Road Construction		Other Agency's Agreement No: _____
Project OR PFI: 60130		
<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>November 30, 2012</u>

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- 4) **Construction:** Do not initiate construction procurement until notified in writing that WFLHD has completed NEPA decision documents for the project.
- 5) During the construction phase of the project, the County will be responsible for providing construction support personnel to conduct contract oversight to ensure a quality product.
- 6) Upon completion of the construction contract, the County and FHWA will hold a final inspection. When it is determined that the project has been constructed in substantial conformity with the approved plans and specifications, the County will notify FHWA of final acceptance of the work and submit a hard copy of the final invoice to FHWA.
- 7) **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 the County's expense.

Road maintenance is defined as the act of keeping the road in acceptable condition. Maintenance includes preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve the road so that it continues to provide acceptable service and achieves its expected life.

- 8) **Funding:** Funding for the project will be provided from the Oregon Forest Highway Program.
- 9) A local match of \$256,750 will be provided by the County. Submit documentation to FHWA that shows the local match requirement has been met.

The funds listed above have been or are forecasted to be allocated to perform the work described in this agreement. It is recognized that this funding amount may not be adequate to complete environmental clearance, design, construction management, and construction. Project needs and costs will need to be re-evaluated as environmental studies and preliminary design work progresses. Project scope may need to be changed to match available funding. Changes in project cost and scope must be approved by FHWA.

J. Cost Budget

The cost of the work is Not to Exceed \$4,655,000.00, unless an amendment to the Agreement is made in writing and agreed to by both parties. The 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.

Attachment 1, Cost Estimate Budget, is made a part of this Agreement.

<u>Phase 1:</u>	\$ 450,000 PE
<u>Phase 2:</u>	\$ 300,000 CE
<u>Phase 3:</u>	\$3,905,000 CN

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 November 30, 2012, unless modified in writing by mutual agreement or terminated by either party upon thirty (30) days written notice. However, payment will be made for all eligible work that was completed and accepted by the COTR, with approval by the Contracting Officer, prior to the effective date of this Agreement. 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.

FHWA AGENCY AGREEMENT		FHWA Agreement No: DTFH70- 10-E-00016
Project: Sweet Creek Road Construction Project: OR (PFH 180/3)		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>November 30, 2012</u>

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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 agreed upon in the cost budget for services rendered or supplies delivered, as stated in Section II, J. Cost Budget. All invoices and final payments should reference the Agreement 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.

FHWA AGENCY AGREEMENT Project: <u>Sweet Creek Road Construction</u> Project ID: <u>OR-PFH-1606</u>		FHWA Agreement No: <u>DTFH70- 10-E-00016</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>November 30, 2012</u>

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V. KEY OFFICIALS

REQUESTING AGENCY – FHWA/Western Federal lands Highway Division WFLHD

Contact: Michael Odom, Contracting Officer's Technical Representative (COTR)

Voice: (360) 619-7568

Fax: (360) 619-7846

Email: Mike.Odom@dot.gov

SERVICING AGENCY- LANE COUNTY

Contact: Kerry Werner, Supervising Design Engineer

Voice: (541) 682-6960

Email: Kerry.Werner@co.lane.or.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. Single Audit Requirement: Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments. Upon completion of the audit, Lane County shall provide a copy to the COTR who will forward to the FHWA Acquisition Office, ATTN: Contracting Officer.
- C. If the NEPA decision is to proceed with a project, the County will award the construction contract by competitive bid procedures or offered to eligible Small or Minority Owned Business interests.
- D. Any resultant contract must be issued with the Davis Bacon Act Regulations.

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 of November 30, 2012 unless the period of performance is extended by amendment to the agreement and as agreed by both parties.

FHWA AGENCY AGREEMENT Project: <u>Sweet Creek Road Construction</u> Project ID: <u>OR-PFH-1603</u>		FHWA Agreement No: <u>DTFH70-10-E-00016</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>November 30, 2012</u>

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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 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.