Project Memorandum of Agreement

Project / Facility Name: WA LEWIS 707(1) – Cispus Road Improvements

Project Route: Cispus Road

State: Washington

County: Lewis

Owner of Federal Lands to which the Project Provides Access: Gifford Pinchot National Forest – US Forest Service

Entity with Title or Maintenance Responsibility for Facility: Lewis County

Type of Work:
This project includes engineering and construction of improvements to 9.53 miles of Cispus Road in Lewis County, WA. The project commences at the intersection of Cispus Road and SR 131 (MP 0.0), near Randle, and terminates at the intersection FS Road 76 (MP 9.53). Proposed improvements include stream bank stabilization, culvert replacement, pavement repair, and an asphalt prelevel course to repair spot locations as necessary. A single application of chip seal surfacing will be applied to the entire roadway after the other repair work is completed.

Roles and Responsibilities:
WFLHD:
WFLHD will deliver full Plans, Specifications and Engineer's Estimate (PS&E) and administer contract for bank stabilization (if necessary), culvert replacement and asphalt pre-level work and materials specifications for chip seal application. The County will complete chip seal after WFLHD contract work is completed. Given uncertainties associated with stream bank stabilization and associated environmental requirements, the initial 30% phase will refine scope and subsequent resource requirements.

- Hydraulic Analysis
- NEPA Documentation
- ESA support and coordination with Resource Agencies
- 30% Plans
- 95% PS&E
- 100% PS&E
- Construction Engineering/Contract Administration for Culvert Replacement, Crack Sealing, asphalt patching and chip seal application.

Lewis County:

- Public Involvement and Outreach
- Right-of-Way Negotiation and Acquisition, if necessary
- Utility Coordination

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration, Western Federal Lands Highway Division and Lewis County.

AGREED:

Edna J. Fund, Commissioner Lewis County	Date
Dan Donovan, Director of Program Administration WFLHD	Date

A. PURPOSE OF THIS AGREEMENT:

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to insure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

B. AUTHORITY:

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204 and RCW 36.01.010.

C. JURISDICTION AND MAINTENANCE COMMITMENT:

Lewis County has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION:

Lewis County has coordinated project development with the United States Department of Agriculture, Forest Service (USFS). The USFS support of the project is documented by Joint Endorsement of 2014 Washington Federal Lands Application Program application, dated July 17, 2014.

Each party to this agreement who has a primary role in NEPA, design or construction should coordinate their activities with the USFS.

E. PROJECT BACKGROUND / SCOPE:

This road provides access to and through Gifford Pinchot National Forest, serving campers, hikers, bikers, tourists, local residents and a variety of other users. Much or the road has not been paved in over 30 years and the surface is deteriorating and in need of resurfacing. In some areas, the cracking is significant enough that it will require dig-outs and patches. Many of the culverts under the roadway have also deteriorated and are in need of replacement. The stream bank at Dry Creek has eroded and may be in need of stabilization.

The project will include design, environmental documentation, crack sealing, culvert replacement and patching, prior to application of a chip seal to extend the service life of the roadway. If necessary, right-of-way acquisition and utility relocation/ coordination will be completed by Lewis County.

The project will be designed in accordance with the American Association of State Highway & Transportation Officials (AASHTO) Policy on Geometric Design of Highway and Streets, 2004 Edition.

F. PROJECT BUDGET:

The preliminary budget for the project is outlined below. This budget has been developed based upon the 2014 Washington Federal Lands Application Program application, dated July 17, 2014 and the Match Agreement executed by Lewis County, dated February 9, 2015. This agreement will be amended as necessary to reflect any additional funding and subsequent match agreements as necessary. All budget updates are to be approved by the parties or the Programming Decisions Committee, as appropriate.

Item	**Amount**
Preliminary Engineering	$105,000
Construction	$1,350,000
Construction Engineering	$140,000
Total	*1,595,000*

G. ROLES AND RESPONIBILITIES:

FHWA is responsible for obtaining environmental clearance for the proposed roadway improvements, and will administer the other phases of project development such as survey, hydraulics investigation, materials specifications, preliminary and final design. The FHWA will obtain, or will require the contractor to obtain, all necessary Federal, State, or local permits. FHWA will seek input from the USFS and Lewis County throughout development of the project.

Lewis County will participate in the project's development to the extent that their capabilities and resources permit.

During Project Development, Lewis County will:

- Appoint a representative who will be the primary contact for FHWA's Project Manager.
- Direct and manage a comprehensive public involvement and communication plan, conforming to NEPA requirements.
- Notify impacted utility companies, request utility relocation plans and specifications, and review and approve utility relocation plans.
- Verify right-of-way availability and issue Right-of-Way Certification
- If necessary, obtain necessary rights-of-entry from affected property owners to support all project development activities, including geotechnical investigations, environmental reviews and project surveys.
- As applicable, provide overall direction regarding agency policy, standards, procedures and administration.
- Review the plans and specifications at each phase of the design.
- Ensure that completed plans, specifications and estimates (PS&E), are consistent with the intended outcome.

- Upon receipt of acceptable plan, specifications and estimates (PS&E), provide written concurrence prior to bids being solicited by FHWA for construction.

If necessary, Lewis County will be responsible for the acquisition of any rights-of-way and / or easements necessary to complete the project. Lewis County will not initiate right-of-way acquisition until FHWA has written an environmental decision document. Recognizing that FHWA will have expended significant resources in developing the project to the right-of-way acquisition stage, Lewis County agrees to secure the needed right-of-way. Condemnation of private lands may be needed and will be Lewis County responsibility.

Prior to FHWA soliciting bids for the project, Lewis County will certify to FHWA that all right-of-way appraisals and acquisitions have been performed in accordance with the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 and the Uniform Relocation Act Amendments of 1987.

The FHWA will identify utilities in conflict with the proposed project. When the NEPA document has been completed, FHWA will provide Lewis County a Utility package for their use in relocation for the utilities within the project.

During the construction phase, FHWA will appoint a Project Engineer to oversee and inspect the work to ensure a quality product. The construction will be governed by the FP-14, Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects. The Project Engineer is FHWA's designated contact during the construction phase.

Lewis County will be responsible for the relocation of any utilities necessary to complete the project. In accordance with 23 CFR PART 645.103; any applicable reimbursement to the utility company will be governed by State and federal Laws and regulations, or Occupancy Permits. It is unknown at the time of agreement execution whether Lewis County or individually impacted utilities will be responsible for relocation costs.

If required, Lewis County will provide FHWA with a relocation plan / agreement to incorporate in the design and / or Special Contract Requirements.

Lewis County will:

- Appoint a representative who will be the primary contact for FHWA's Project Engineer.
- Assist FHWA in considering proposed design changes, evaluate change impacts, and provide construction oversight as needed in issues related to their respective agency, and ensuring that requests meet the requirements intended in the PS&E,
- Review for approval, all proposed design changes (change orders).
- Coordinate with affected utilities and ensure all conflicts are removed by utility.
- Attend final inspection upon completion of construction.
- Upon completion of construction, a final inspection will be convened by FHWA with attendees from Lewis County and USFS and if it is determined the project has been constructed in substantial conformity with the approved plans and specifications, the Partner Agencies will be asked for their final acceptance of the constructed project.

H. ROLES AND RESPONSIBILITIES – SCHEDULE:

Roles and responsibilities for project delivery are briefly outlined below, along with a preliminary schedule based upon availability of funding:

Service	Responsible Agency	Projected Schedule	Comments
Public Involvement and Communication	Lewis County	9/2015 – 12/2016	
Access Agreements (Rights-of-Entry)	Lewis County	9/2015- 12/2015	If necessary. All work will be completed within existing public right-of-way, if possible.
NEPA Documentation	WFLHD	8/2015 – 1/2016	
ESA support and coordination with Resource Agencies/Permitting	WFLHD	8/2015 – 1/2016	
Engineering Design	WFLHD	8/2015 – 2/2016	
Right-of-way Negotiation and Acquisition	Lewis County	9/2015- 12/2015	If necessary. All work will be completed within existing public right-of-way, if possible.
Right-of-Way Certification	Lewis County	1/2016	
Utility Coordination and Relocation	Lewis County	11/2015 – 4/2016	
Contract Advertisement and Award	WFLHD	Spring 2015	
Construction Engineering and Administration	WFLHD	Summer/Fall 2016	

I. PROPOSED DESIGN STANDARDS:

The following design criteria will be applied on the project:

Criteria		Comments
Standard	AASHTO	
Functional Classification	Minor Collector	
Surface Type	Asphalt	
Design Volume	TBD	Estimated Current Volume = 499

Isolated exceptions to standards, such as individual cures that will not meet the selected design speed, will be documented and approved by FHWA and presented to the Lewis County for concurrence.

J. FUNDING:

The Match Agreement executed on February 9, 2015 contains the funding source and amounts for the project.

Fund Source	Amount	Comments
Federal Lands Access Program	$1,379,675	
Local Matching Share – Lewis County	$215,325	Cash
TOTAL	$1,595,000	Should match programmed amount

K. MATCHING SHARE REQUIREMENTS:

The Match Agreement executed on February 9, 2015 and amended on November 20, 2015, contains the terms and conditions of how the required match will be met. All records associated with valuations or costs under Section K shall be accessible and maintained for three years following project close-out.

Any cost increases due to contract modifications or claims, including FHWA administrative costs for the CM or claim will be the responsibility of all parties at the rates indicated in the project match agreements.

The final cash Match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if costs increase over the amount within this agreement, the PDC will consult with the signing agency before granting approval.

Valuation of real property, services, materials, equipment, and use of facilities will be established at fair market value (FMV), as determined by applicable Federal grant administration regulations [49 CFR 18 or 19] and Federal cost principles. Final in kind Match will be determined based on actual expenditures at the conclusion of project work in order to determine the minimum match commitment has been met. The value of In-kind match may need to be supplemented in order to meet the minimum match requirement. If the value of In-kind match is in excess of the minimum match, the excess value will not be returned or reimbursed.

L. PROJECT TEAM MEMBERS – POINT OF CONTACT:

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

NAME / TITLE	ORGANIZATION	TELEPHONE NO. / E-MAIL
Tim Fife, Assistant County Engineer	Lewis County	(360)740-2711, Tim.Fife@lewiscountywa.gov
Sarah Rockey, District Engineer	USFS – Gifford Pinchot National Forest	(360)497-1113, ssrockey@fs.fed.us
Kevin Gray, Project Manager	WFLHD	(360)619-7652, kevin.j.gray@dot.gov

M. CHANGES / AMENDMENTS / ADDENDUMS:

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; change that alter the level of effort or responsibilities of a party. The parties commit to consider suggested s\changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notifications to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX:

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA	Partner 1	Time
Kevin Gray, Project Manager	Tim Fife, Assistant County Engineer	5 Days
Brent Coe, Project Management Branch Chief	Tim Elsea, Director/County Engineer	5 Days
Bob Lale, Director of Project Delivery	Tim Elsea, Director/County Engineer	5 Days
Sandra Otto, Division Administrator	Edna Fund, Commissioner	5 Days

O. TERMINATION:

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.