

FS Agreement No.	07-CO-11061700-290
WSDOT Agreement No.	GCA-5233
WSDOT Tax ID No.	916001068A
WSDOT DUNS No.	808883995

**COLLECTION AGREEMENT**

between  
 USDA Forest Service, Okanogan and Wenatchee National Forests  
 and  
 Washington State Department of Transportation  
 for the  
 I-90 Snoqualmie Pass East Project

This **AGREEMENT** is entered into by and between the USDA Forest Service, Region 6, Okanogan and Wenatchee National Forests, hereinafter the "**Forest Service**," and the Washington State Department of Transportation hereinafter the "**WSDOT**" under the provisions of the Cooperative Funds Act of 1914 and the Intergovernmental Cooperation Act of 1968, as amended, as well as chapter 39.34 RCW (Revised Code of Washington). This **AGREEMENT** provides for a continuation of the technical services being provided to WSDOT under Forest Service Agreement No. 01-CO-11061703-001, which expires on 6/1/2007.

**A. PURPOSE:**

The purpose of this Collection Agreement is for WSDOT to obtain specialized technical services from the Forest Service involving analytical data and document review for environmental issues relevant to the proposed Interstate 90 Snoqualmie Pass East Project (I-90 East) located in Kittitas County, Washington State. In a letter to the Forest Service, WSDOT's South Central Regional Administrator has stated that technical services assistance from the Forest Service is integral in WSDOT's preparation of the I-90 East Project Environmental Impact Statement (EIS). The Statement of Work for services to be provided under this agreement is attached as Exhibit A, Statement of Work (Scope of Services).

The Forest Service's specialized technical assistance related to ecological issues in the project area cannot be obtained as reasonably or expeditiously by WSDOT through ordinary business channels. Consistency and continuity with forest planning efforts assures WSDOT and concerned citizens that the environmental impacts of this high-profile project will receive uninterrupted evaluation. WSDOT has formally requested assistance and is willing to reimburse the Forest Service for the costs associated with the work requested.

This **AGREEMENT** is also in harmony with the Memorandum of Understanding between the United States Department of Agriculture (Forest Service) and the United States Department of Transportation (Federal Highway Administration) Regarding the Appropriation and Transfer of National Forest System Lands for Highway Purposes last dated August 20, 1998 and signed by Mike Dombeck, Chief and Kenneth Wykle, Administrator.

Because of the size, complexity and economic burden of this **PROJECT**, it is a phased project. That is, this fifteen mile **PROJECT** having started in 1999 is scheduled to have Phase I (western most five miles) constructed by 2015 with Phase II and III planned and constructed as funding is made available. The relationship between the Forest Service and WSDOT on this **PROJECT** will be long term.

**IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES THAT:**

**B. FOREST SERVICE SHALL:**

- 1) Bill WSDOT for costs of the **WORK** for a total not to exceed **\$110,253.00** as described in provision D-1 and Exhibit A. The Forest Service shall use the contributed funds only for the purpose of performing tasks necessary and related to the **WORK** described and agreed upon herein. The total amount in the Financial Project Work Plan (from Exhibit A) is not to be exceeded without written modifications approved in advance.
- 2) Be responsible for performing the **WORK** identified in Tasks 1 through 5 in the Statement of Work (Exhibit A).

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3) Work with WSDOT to provide an estimate of costs for additional WORK as identified in provision "General Information" in the Statement of Work (Exhibit A). Any WORK in addition to that outlined in Exhibit A will be authorized via bilaterally approved modification of this AGREEMENT prior to the commencement of such assistance (see provision D-3).

**WSDOT Oversight on Task Activities:**

As other tasks are assigned, USFS will be required to have written approval from WSDOT for any additional work being requested. USFS will provide an estimated cost for the work, WSDOT will then review, and if appropriate, approve the added tasks and their related costs.

**C. WSDOT SHALL:**

- 1) Reimburse the Forest Service for the actual direct and related indirect cost of the WORK, as described below under Provision D-1. The estimated amount is based upon the Exhibit A and is to be expended by the Forest Service as costs incur.
- 2) Set reasonable schedules for resource specialists' meeting participation and document review and comment. Alert the Forest Service of pending document release and deadlines as early as possible to permit workload planning as outlined in Exhibit A, Schedule/Task Milestones.
- 3) Present readable documents and other materials needing review in a timely manner and provide timely verification that the review products provided by the Forest Service address WSDOT's technical needs.
- 4) Review bills and accrual documents from the Forest Service and approve for payment as appropriate.

**D. GENERAL:**

1. **REIMBURSABLE BILLING.** The Forest Service will invoice WSDOT on a **quarterly basis** for funds sufficient to cover the actual direct and related indirect costs for the specific payment period. The total amount billed to WSDOT over the course of this AGREEMENT shall not exceed the agreed upon amount of **\$110,253.00** (see *Financial Project Work Plan attached [Exhibit A]*). All reimbursement billing shall be completed within the same federal fiscal year as Forest Service expenditures. Indirect costs will be assessed at the rate of **13%** of direct costs (see Exhibit A). If any additional funds are contributed via modification to this AGREEMENT, indirect costs will be assessed against those additional funds at the rate for that calendar year. Indirect costs will be assessed per bill, not on a lump sum basis.

Each quarterly invoice shall be accompanied by a detailed accounting of incurred costs for WSDOT's accounting purposes. The format will be similar to *Exhibit B, Transaction Register, Obligations* and will include a detailed list that identifies the labor classification of each staff member whose time is being billed.

**Forest Service invoices shall be sent to:** WSDOT Administrative Contact identified in provision D-4 for review and forwarding to WSDOT's Fiscal Office with approval for payment.

**WSDOT will make payments to:** Forest Service Project Contact (identified in provision D-4) who will record payments and forward payments to the address shown on each bill.

If payment is not received by the date specified on the Form FS-6500-89, Bill of Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

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

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3. **MODIFICATION.** Modifications to the scope of this AGREEMENT shall be made by mutual consent of the PARTIES, by the issuance of a written modification, signed and dated by the PARTIES, prior to any changes being performed. The PARTIES recognize that the cost estimates shown in Exhibit A are the best estimates that can be made at this point in the process. If total actual direct and related indirect costs are projected to exceed the estimated total in Exhibit A, a modification to this AGREEMENT shall be developed and approved by the PARTIES in advance of further work being performed.

4. **PRINCIPAL CONTACTS.** The principal contacts for this AGREEMENT are:

Forest Service Project Contact	WSDOT Project Contact
Floyd Rogalski	Jason Smith, I-90 Environmental Manager
Cle Elum Ranger District	WA ST Dept. of Transportation
803 West Second Street	1710 South 24 <sup>th</sup> Ave., Suite 100
Cle Elum, WA 98922	Yakima, WA 98902
Phone: 509-852-1074	Phone: 509-577-1921
FAX: 509-852-1080	FAX: 509-577-1869
E-Mail: frogalski@fs.fed.us	E-Mail: smithjw@wsdot.wa.gov

Forest Service Administrative Contact	WSDOT Administrative Contact
Nora Robbins	Kim Vaughn, I-90 Business Manager
Cle Elum Ranger District	WA ST Dept. of Transportation
803 West Second Street	1710 South 24 <sup>th</sup> Ave., Suite 100
Cle Elum, WA 98922	Yakima, WA 98902
Phone: 509-852-1021	Phone: 509-577-1881
FAX: 509-852-1080	FAX: 509-577-1869
E-Mail: nrobbins@fs.fed.us	E-Mail: vaughnk@wsdot.wa.gov

5. **LEGAL AUTHORITY.** Both parties have the legal authority to enter into this agreement, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

6. **PARTICIPATION IN SIMILAR ACTIVITIES.** This AGREEMENT in no way restricts the Forest Service or WSDOT from participating in similar activities with other public or private agencies, organizations, and individuals.

7. **COMMENCEMENT/EXPIRATION DATE.** This AGREEMENT is executed as of the date of the last PARTY's signature and is effective through June 1, 2012 at which time it will expire unless extended or terminated in accordance with Section 8 herein.

8. **TERMINATION.** Either PARTY, in writing, may terminate this AGREEMENT in whole, or in part, at any time before the date of expiration. Neither PARTY shall incur any new obligations for the terminated portion of this AGREEMENT after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each PARTY's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

9. **ENDORSEMENT.** Any cooperator contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.

10. **BUDGET AUTHORIZATION.** The Forest Service's performance under this AGREEMENT is contingent upon receiving Budget Authority. Once Budget Authority is obtained, Forest Service performance under the terms of this AGREEMENT may commence. Budget Authority is limited to the Fiscal Year (October 1 through September 30). Amounts authorized but not obligated or expended will expire on September 30<sup>th</sup> of the Fiscal


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Year in which the Budget Authority was obtained. No further obligations or charges may occur under this AGREEMENT until the Forest Service obtains Budget Authorization for subsequent Fiscal Years.

11. **AUTHORIZED REPRESENTATIVES.** By signature below, the PARTIES certify that the individuals listed in this AGREEMENT as their representatives are authorized to act in their respective areas for matters related to this AGREEMENT.

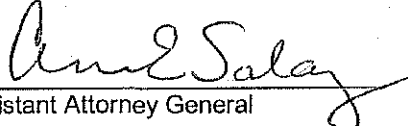
12. **ANALYSIS FINDINGS:** Nothing herein shall be construed as obligating the Forest Service to perform analysis that guarantees a decision allowing for the construction of the I-90 Snoqualmie Pass East Project across National Forest System lands.

The two PARTIES have executed this AGREEMENT as of the last date written below.

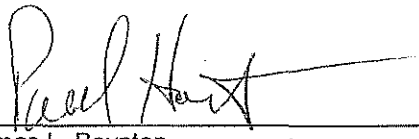
  
 Don Whitehouse  
 Regional Administrator  
 State of Washington Department of Transportation  
 South Central Region

7/17/07  
 Date

Approval as to Form:

  
 Assistant Attorney General

Date: 7-11-07

for   
 James L. Boynton  
 Forest Supervisor  
 Okanogan and Wenatchee National Forests

8/3/07  
 Date

Attachments:

- Exhibit A - Statement of Work (Scope of Services) and Financial Project Work Plan
- Exhibit B - Transaction Register, Obligations Example of Expenditure Documentation

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**Exhibit A**  
**STATEMENT OF WORK (Scope of Services)**  
**and Financial Project Work Plan**  
**for**  
**I-90 Snoqualmie Pass East Project**  
Okanogan and Wenatchee National Forests  
Washington Department of Transportation  
June 2007

**Preface:** This Statement of Work (SOW) summarizes tasks to be accomplished on the I-90 Snoqualmie Pass East Project (PROJECT) over the life of this AGREEMENT. The primary contacts (Task Managers) for this project are:

**WSDOT Task Manager**  
**USFS Task Manager**

**Jason Smith**  
**Floyd Rogalski**

**Introduction**

The I-90 Snoqualmie Pass East project is located in Kittitas County, Washington, and extends along I-90 from the vicinity of Hyak (MP 55.1) to the vicinity of Easton (MP 70.3). This project will widen the existing highway to six lanes, and includes the construction of many new bridges, which are expected to enhance ecological connectivity through the highway corridor. Currently, the 5-mile portion of the project "Hyak to Keechelus Dam" is funded; the remaining 10 miles of the corridor are not. The "I-90 Snoqualmie Pass East" Draft Environmental Impact Statement covers the full 15-miles; the remaining work on the corridor consists of completing the Final Environmental Impact Statement, leading into a Record of Decision. The work needed for the funded 5-mile portion "Hyak to Keechelus Dam" ties to obtaining the necessary permits and right-of-way easements from USFS for the construction of the 5-mile project.

The majority of this proposed project is located within the National Forest, which is managed by the United States Forest Service (USFS). This agreement between the Washington State Department of Transportation (WSDOT) and the USFS will provide compensation to the USFS for work they will perform at WSDOT request, in support of the I-90 Snoqualmie Pass East Project. This Scope of Work replaces any and all previous Scopes of Work between WSDOT and USFS, related to this project. The accompanying Financial Project Work Plan outlines the financial arrangement for this work.

The following tasks describe work elements for which WSDOT will provide USFS with compensation for work done in support of the I-90 Snoqualmie Pass East Project (to be referred to in this document as the I-90 Project).

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**Work Element Task 1 – Forest Service Task Manager**

This task provides for a designated individual within the Forest Service to be the point of contact representing the Forest Service. This individual will be responsible for the following:

- Receiving documents from WSDOT, and distributing them to the appropriate individual(s) within Forest Service.
- In the case of reviews, this individual will serve as the Forest Service review coordinator, assuring that review comments are clear, concise, and not duplicated.
- Review comments will be compiled into a single Forest Service "agency response", and delivered back to WSDOT within the time period specified by WSDOT.
- Providing WSDOT with regular updates on the status of work to be provided to WSDOT by Forest Service (including such elements as document review), and assurance that these timelines are met by the Forest Service.
- Provide WSDOT with updates on any Forest Service land actions or policy changes that may affect the PROJECT.

The WSDOT Task Manager will be the designated point of contact for the Forest Service Task Manager.

**Deliverables:**

**Quarterly Written Progress Reports** - Progress Reports will describe all WORK actively being done by Forest Service that will be billed to WSDOT. These progress reports will accompany quarterly invoices provided to WSDOT for payment of WORK done within that period. The frequency of these progress reports may be adjusted by written request by WSDOT as necessary, and approved in writing by the Forest Service.

**Agency Communication** - All "official" Forest Service agency comments, direction, formal advice, or correspondence, will be provided as a single agency response, submitted to WSDOT as a formal submittal (with agency cover letter) from Forest Service.

**Work Element Task 2 -- Meetings and Meeting Support**

This task element includes preparation for, and attendance of meetings related to the PROJECT, as approved by WSDOT. Examples include Interdisciplinary Team (IDT) and Technical Committee meetings.

**Deliverables:**

**Meeting Attendance** - Appropriate Forest Service representatives will attend PROJECT meetings as requested by WSDOT. Meetings shown in the attached Financial Project Work Plan are examples of such meetings in which WSDOT considers Forest Service participation necessary for the next five years. These meetings, their frequency, or addition of other meetings will be revised as necessary to assure timely communication and completion of the WORK associated with the PROJECT.

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**Work Element Task 3 -- Document Production and Review**

This task element includes development, production and reviews of documents related to the PROJECT. Some documents such as the Determination of Consistency will be developed by Forest Service. Others, such as NEPA documentation, mitigation plans, and contract plans, will be developed by WSDOT, and reviewed by Forest Service.

Each document review will consist of a single review cycle. In order to accommodate more complex or comprehensive documents, WSDOT may approve additional review cycles. These additional review cycles must be pre-approved in writing by WSDOT. Final "official" Forest Service reviews will come through the Forest Service Task Manager, who will compile all Forest Service comments into a single agency response, then submitted to WSDOT as a formal agency to agency transmittal.

**Deliverables:**

**Agency Response Comments** - Review comments will be compiled into a single Forest Service "agency response", and delivered back to WSDOT by the Forest Service Task Manager within the time period specified by WSDOT. Examples of document to be reviewed by Forest Service are provided in the attached Financial Project Work Plan.

**Determination of Consistency with SPAMA** – Forest Service will develop and complete a Determination of Consistency with the Snoqualmie Pass Adaptive Management Area (SPAMA) Plan. This will include a review cycle of the document by WSDOT before it is finalized.

**Work Element Task 4 -- General Planning**

This task element includes general planning activities, and may include a variety of tasks. Tasks such as species management planning, mitigation and recreation planning (such as sno-park and campground relocation), and land use planning, may be included as elements of WORK. Other special "site-specific" evaluations may be requested by WSDOT as necessary.

**Deliverables:**

**Technical Guidance and Advise** - Forest Service will provide WSDOT technical guidance and advice (orally or in writing as appropriate) associated with the PROJECT. An example of this effort includes collaboration with WSDOT (and other agencies as necessary) in the development and management of a wildlife monitoring plan to support wildlife connectivity work.

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**Work Element Task 5 – Right-of-Way**

This task element includes activities related to right-of-way acquisition, for both permanent easement and temporary "Special Use Permits." The PROJECT will require significant amounts of permanent easement be obtained from Forest Service, for construction of the PROJECT. In addition, temporary easements will be required in support of project development.

**Deliverables:**

**Transportation Highway Easement Deed and Special Use Permits** – Forest Service and WSDOT will collaborate on the development and completion of a Transportation Highway Easement Deed and also Special Use Permits as necessary.

**General Information**

**WSDOT Oversight on Task Activities:**

As other tasks are assigned, Forest Service will be required to have written approval from WSDOT for any additional WORK being requested. Forest Service will provide an estimated cost for the WORK, and WSDOT will then review, and if appropriate, approve the added tasks and their related costs by a modification to this AGREEMENT in accordance with D. 3. MODIFICATION.

**Schedule / Task Milestones**

WSDOT will provide Forest Service with a proposed schedule for these activities. Upgraded versions will be provided to Forest Service as necessary.

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**Financial Project Work Plan**  
for Collection Agreement between  
Okanogan and Wenatchee National Forests  
and  
Washington State Department of Transportation  
for Specialized Technical Assistance Associated with the I-90 Snoqualmie Pass East Project

Task/Meetings or Activities	Estimated Staff Resource (time in hrs) *				
	Natural Resource Planner	Hydrologist	NEPA Specialist	Recreation Specialist	Biologist
<b>Task Management and Coordination</b>					
IDT Meetings (16)	128	64	64		64
Biological Assessment/Evaluation (4)					32
Mitigation Plans (9)	36	36		36	36
Stockpile & Staging Sites (6)	24	12	24	12	24
FEIS Monthly Meetings (12)	48		48		
Right of Way Easement Acquisition Preparation Guidance (6)	40	20	20	20	20
<b>Subcommittee Participation</b>					
Wetland Mitigation Plan Development (3)		30			30
Storm water subcommittee (10)		100			
Recreation Mitigation Plan (3)				30	
<b>Document Review (# Reviews)</b>					
FEIS Reviews (2)	24	8	40		8
Wetland & Aquatic Resources Mitigation Plan Review (2)		16			16
Materials and Staging Report (2)		16		16	16
Biological Assessment/Evaluation (1)					32
Section 6(f) Supplemental Report (1)	8		8	8	
Section 4(f) Supplemental Report (1)	8		8	8	
Groundwater Study Report (2)		24			
Wildlife Crossing Structure Plan (3)		12			80
Revegetation/Salvage Plan (2)					16
Recreational Resources Mitigation Plan (1)				8	
Visual Resources Plan (2)	8		8	16	16
Archeological/cultural/historic Report (2)	16		16		
Reservoir Storage and Operation Plan (2)	8	16	8		
<b>Document Production</b>					

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Determination of Consistency w/ SPAMA (5)	40	24	24	16	40
<b>Right-of-Way Support</b>					
Highway Easement Deed (?)					
Special Use Permits for investigation (2)	80				
<b>Other</b>					
Value Engineering and Other Related Support as Needed	120				
Other Support Proposed and Approved as Needed	30	30		30	30
<b>Cost Estimate Based on Hourly Rates Provided by Forest Service 5/2007</b>					
		<b>Hours</b>	<b>Rate (avg)</b>	<b>Cost</b>	<b>Days</b>
	<b>Nat Res Planner</b>	618	\$47.50	\$29,355.00	77.25
	<b>Hydrologist</b>	408	\$54.00	\$22,032.00	51
	<b>NEPA Specialist</b>	268	\$56.50	\$15,142.00	33.5
	<b>Rec Specialist</b>	200	\$42.50	\$8,500.00	25
	<b>Biologist</b>	460	\$49.00	\$22,540.00	57.5
			<b>Total Direct Project Costs*:</b>	\$97,569.00	
			<b>Indirect Costs**:</b>	\$12,683.97	
			<b>TOTAL COST:</b>	\$110,253.00***	

\* This estimate is based on best information available at the time that this Financial Plan was developed.

\*\* Indirect Costs calculated as 13% of Total Direct Project Costs

\*\*\* Rounded to nearest dollar

**Forest Service Hourly Rates (Actual not to Exceed)**

LABOR CLASSIFICATIONS	RATE RANGE PER HOUR 6/2007 through 12/31/2011
Natural Resource Planner	\$38.00 to \$57.00
Hydrologist	\$43.00 to \$65.00
NEPA Specialist	\$45.00 to \$68.00
Recreation Specialist	\$34.00 to \$51.00
Biologist	\$39.00 to \$59.00



**United States Department of Agriculture  
Forest Service  
Transaction Register, Obligations**  
Period Ending: 05 2007 (02/28/2007) -- FEBRUARY (CLOSED)

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03/07/07 02:17 PM  
TRCB  
TROBby

Fiscal Year: 2007

Division / Division Name: 1106 / PACIFIC NORTHWEST REGION

Allot Org / Allot Org Name: 0617 / OKANOGAN-WENATCHEE

Org:

Job Code	FM	TC	Document Number	Line #	TT	Document Date	Vendor Name	Reference Info	Doc	Commitment s	Obligations	Unpaid Expenditure	Paid Expenditure	Pay Hours
NFXN110	05	N	P07058007	001	IT	03/01/07	WA ST DEPT OF TRAN		0210	0	0	0	303.63	0
NFXN110	05	PY					GARVEY DARDA, PATR	7XX0617 NFXN11	1274	0	0	0	2.51	0
NFXN110	05	PY					GARVEY DARDA, PATR	7XX0617 NFXN11	1275	0	0	0	10.03	0
NFXN110	05	PY					GARVEY DARDA, PATR	7XX0617 NFXN11	1284	0	0	0	28.11	0
NFXN110	05	PY					GARVEY DARDA, PATR	7XX0617 NFXN11	1269	0	0	0	15.56	0
NFXN110	05	PY					GARVEY DARDA, PATR	7XX0617 NFXN11	1213	0	0	0	3.64	0
NFXN110	05	PY					ROGALSKI JR, FLOYD	7XX0617 NFXN11	1203	0	0	0	38.22	0
NFXN110	05	PY					ROGALSKI JR, FLOYD	7XX0617 NFXN11	1101	0	0	0	288.99	9.5
NFXN110	05	PY					ROGALSKI JR, FLOYD	7XX0617 NFXN11	1204	0	0	0	20.23	0
NFXN110	05	PY					ROGALSKI JR, FLOYD	7XX0617 NFXN11	1213	0	0	0	3.85	0
NFXN110	05	PY					EHINGER, WILLIAM C	7XX0617 NFXN11	1203	0	0	0	96.58	0
NFXN110	05	PY					EHINGER, WILLIAM C	7XX0617 NFXN11	1101	0	0	0	768.12	24.5
NFXN110	05	PY					EHINGER, WILLIAM C	7XX0617 NFXN11	1202	0	0	0	1.56	0
NFXN110	05	PY					EHINGER, WILLIAM C	7XX0617 NFXN11	1274	0	0	0	7.69	0
NFXN110	05	PY					EHINGER, WILLIAM C	7XX0617 NFXN11	1275	0	0	0	30.65	0
NFXN110	05	PY					EHINGER, WILLIAM C	7XX0617 NFXN11	1264	0	0	0	85.61	0
NFXN110	05	PY					EHINGER, WILLIAM C	7XX0617 NFXN11	1269	0	0	0	43.69	0
NFXN110	05	PY					EHINGER, WILLIAM C	7XX0617 NFXN11	1213	0	0	0	10.22	0
NFXN110	05	PY					GARVEY DARDA, PATR	7XX0617 NFXN11	1202	0	0	0	0.51	0
NFXN110	05	PY					GARVEY DARDA, PATR	7XX0617 NFXN11	1101	0	0	0	250.97	6.25

Total for Job Code: NFXN1107

0      0      0      2,010.74      42.25

Query Limits: Fiscal Year = 2007  
Fiscal Month = 05  
Organization Begins With 0617  
Job Code Begins With NFXN1107

FOR OFFICIAL USE ONLY

**Exhibit B - Transaction Register, Obligations  
Example of Expenditure Documentation**

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