

AMENDMENT No. 2
GCA 5233
FS Agreement No. 07-CO-11061700-290

This Amendment No. 2 to GCA 5233 (FS Agreement No. 07-CO-11061700-290) is made and entered into between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereafter "WSDOT" and the USDA Forest Service, Region 6, Okanogan-Wenatchee National Forest, hereinafter "Forest Service."

WHEREAS, the Parties entered into the original AGREEMENT GCA 5233 on August 3rd, 2007 to obtain and provide specialized technical services for environmental issues relevant to the I-90 Snoqualmie Pass East Project, and

WHEREAS, the Parties chose to modify Exhibit A of the original AGREEMENT as shown in Exhibit A-1 of Amendment No. 1, dated February 18, 2009, to update the Financial Project Work Plan to remove the completed work and carry forward the remaining work and funding from Exhibit A into Exhibit A-1; provide a new Min - Max Hourly Rate Table with additional resource positions; increase the original AGREEMENT maximum dollar amount; and change the expiration date, and

WHEREAS, the Parties now wish to modify Exhibit A-1 from Amendment No. 1 to update the Financial Project Work Plan to remove the completed work and carry forward the remaining work and funding from Exhibit A-1 into Exhibit A-2; provide a new Min - Max Hourly Rate Table with more specific resource positions; and increase the agreement maximum dollar amount, and

WHEREAS, this Amendment No. 2 will also provide for the Forest Service request to include additional terms and conditions to the original AGREEMENT to comply with the updated Forest Service agreement template, which became effective October 20, 2009,

NOW, THEREFORE, pursuant to chapter 39.34 RCW, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Exhibit A, of the original AGREEMENT, titled "Financial Project Work Plan," was supplemented by Exhibit A-1 in Amendment No. 1 and is again being supplemented by Exhibit A-2, "Financial Project Work Plan (Amended - 2010)." This revision adds resource positions (Geneticist, Botanist, and Timber and Minerals Specialist) and associated hourly pay ranges for each position, updates remaining tasks, and identifies additional tasks to be completed as well as the estimated hours for each resource position to complete each task.
2. This Amendment No. 2 increases the estimated funding needed to complete the supplemented scope of work in the amount of One Hundred Seventy-Three Thousand Three Hundred Four Dollars and Twenty-Six Cents (\$173,304.26). The total maximum amount payable under the original AGREEMENT GCA 5233 is now Three Hundred Forty-Three Thousand Two Hundred Two Dollars and Forty-Eight Cents (\$343,202.48).
3. Section 4. PRINCIPAL CONTACTS, of the original AGREEMENT is deleted and replaced with the following:

4. Principal WSDOT Contacts:

WSDOT Contact	WSDOT Administrative Contact
Name: Jason Smith, I-90 Environmental Manager Address: 2809 Rudkin Rd. City, State, Zip: Union Gap, WA, 98909-2560 Telephone: (509) 577-1600 FAX: (509) 577-1869 Email: SmithJW@wsdot.wa.gov	Name: Kim Vaughn, I-90 Business Manager Address: 2809 Rudkin Rd. City, State, Zip: Union Gap, WA, 98909-2560 Telephone: (509) 577-1881 FAX: (509) 577-1869 Email: VaughnK@wsdot.wa.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Contact	U.S. Forest Service Administrative Contact

<p>Name: Patricia Garvey-Darda Address: Cle Elum RD, 803 W. 2nd St. City, State, Zip: Cle Elum, WA, 98926 Telephone: (509) 852-1029 FAX: (509) 852-1100 Email: pgarveydarda@fs.fed.us</p>	<p>Name: Richard Edwards Address: Okanogan-Wenatchee National Forest 215 Melody Lane City, State, Zip: Wenatchee, WA 98801-5933 Telephone: 509-664-9315 FAX: 509-664-9281 Email: redwards@fs.fed.us</p>
---	---

4. The WSDOT agrees to the Forest Service request to include additional terms and conditions in the original AGREEMENT to comply with the updated Forest Service agreement template, which became effective October 20, 2009, as follows:

13. SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION. Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500.00, and only when cooperator requirements are clearly defined within this clause.

The special billing requirements for this AGREEMENT are as follows: The Forest Service will provide a detailed accounting of expenditures, including a description of WORK performed by each Forest Service specialist.

14. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The Forest Service Program Manager shall provide WSDOT with a written report that meets WSDOT's specific documentation requirements.

15. NON-LIABILITY. The Forest Service does not assume liability for any third party claims for damages arising out of this AGREEMENT.

16. FREEDOM OF INFORMATION ACT (FOIA). Public access to records for WORK under this AGREEMENT must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

17. NOTICES. Any communication affecting the operations covered by this AGREEMENT by the Forest Service or WSDOT will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in this AGREEMENT.

To WSDOT, at WSDOT's address shown in this AGREEMENT or such other address designated within this AGREEMENT.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

18. DEBARMENT AND SUSPENSION. WSDOT shall immediately inform the Forest Service if WSDOT or any of its principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should WSDOT or any of its principals receive a transmittal letter or other official Federal notice of debarment or suspension, WSDOT shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

19. LIABILITIES. The United States, acting by and through the Forest Service, hereby agrees to bear any and all liabilities of any kind related to the exercise of the Forest Service's rights under the Federal Tort Claims Act (FTCA), 28 U.S.C. 2671 et seq., or any other applicable act wherein Congress specifically waived sovereign immunity of the United States.

All other terms and conditions of the original AGREEMENT and Amendment No. 1 shall remain in full force and effect except as modified by this Amendment No. 2 to GCA 5233.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 as of the Party's date last signed below.

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

By: Don Whitehouse

Name: Don Whitehouse

Title: Reg. Adm.

Date: 5/3/10

UNITED STATES FOREST SERVICE

By: Maura Hanson

Name: Rebecca Lockett Heath

Title: Forest Supervisor

Date: 4-27-10

The authority and format of this instrument have been reviewed and approved for signature.

Rick Edwards

Rick Edwards
U.S. Forest Service Grants & Agreements Specialist

4/27/10
Date

Exhibit A-2: Financial Project Work Plan (Amended 2010)
for Collection Agreement between
Okanogan-Wenatchee National Forest
and
Washington State Department of Transportation
for Specialized Technical Assistance Associated with the I-90 Snoquaimie Pass East Project

Supplemental Expense Estimate is for services rendered 12/09 to 12/12/2011	Estimated Staff Resource (8 hr days)											
	Hydrologist	Recreation Specialist	Biologist	Botanist / Geneticist	Landscape Architect	Archeologist	Engineer	Land Surveyor	Fire Specialist	Timber	Minerals	Real Estate / Right-of-Way
Task Management and Coordination												
IDT Meetings	6		6									
Monthly Coordination Meetings	18		18				3		2	1		
Direct Communication with I-90 Office	2		6				2					
General Design and Planning Coordination	4		10									
Preliminary IB Construction Coordination	4		8			1	2		3	1		
Subcommittee Participation												
Wetland Mitigation Subcommittee	6		6									
Wildlife Monitoring Subcommittee			9									
Document Review (# Reviews)												
Regulatory Permit Package Reviews	2		2									
WARM Plan Development and Review	6		8									
Phase 1C 3060/90 Plans Review	6		6		4		6	1				
PEAC Review	2		2				2					
Revegetation/Salvage Plan	8		12		2				3			
Archaeological/cultural/historic report field review			1			4						
Phase 1G/E/F Plans Review	5		5									
Document Production												
Special Use Permit for Construction - 1C			16				1					6
Road Use Permit for Construction - 1C			2				5					
Mineral Materials Use Permit - 1C			2				2			3		
Modification of Existing Permit			2				1					2
Determination of Consistency w/ SPAMA	9		9									
Other												
Seed Collection / Species List Development and Review			18	168								
Mitigation Site Land Transfer			2					2				10
Total Days	78	0	150	168	6	5	24	2	1	8	5	18
Total Hours (8 hours/day)	624	0	1200	1344	48	40	192	16	8	64	40	144

*This task provides for seed collection and development of a species list by Forest Service until the Restoration Master Collection Agreement is executed, at which point, remaining seed collection and development of the list will be covered under that agreement.

Cost Estimate Based on Hourly Rates Provided by Forest Service 11/2009

	Hours	Rate (avg)	Cost
Hydrologist	624	\$54.00	\$33,696.00
Recreation Specialist	0	\$42.50	\$0.00
Biologist	1200	\$49.00	\$58,800.00
Botanist / Geneticist	1344	\$49.00	\$65,856.00
Landscape Architect	48	\$37.50	\$1,800.00
Archeologist	40	\$37.50	\$1,500.00
Engineer	192	\$47.50	\$9,120.00
Land Surveyor	16	\$42.50	\$680.00
Fire Specialist	8	\$42.50	\$340.00
Timber	64	\$37.50	\$2,400.00
Minerals	40	\$42.50	\$1,700.00
Real Estate / Right-of-Way	144	\$42.50	\$6,120.00
		Total Direct	
		Project Costs*:	\$182,012.00
		Indirect Costs**:	\$12,923.00
		TOTAL COST:	\$194,935.00
		Remaining Contract Not Spent:	-\$21,630.74
		Requested Increase:	\$173,304.26
		New Contract Total:	\$343,202.48

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

**Indirect Costs calculated as 7.1% of Total Direct Project Costs

LABOR CLASSIFICATIONS	RATE RANGE PER HOUR	
	11/2009 through 12/31/2011	AVE.
Hydrologist	\$43.00 to \$65.00	\$54.00
Recreation Specialist	\$34.00 to \$51.00	\$42.50
Biologist	\$39.00 to \$59.00	\$49.00
Botanist / Geneticist	\$39.00 to \$59.00	\$49.00
Landscape Architect	\$25.00 to \$50.00	\$37.50
Archeologist	\$25.00 to \$50.00	\$37.50
Engineer	\$35.00 to \$60.00	\$47.50
Land Surveyor	\$25.00 to \$60.00	\$42.50
Fire Specialist	\$25.00 to \$60.00	\$42.50
Timber	\$25.00 to \$50.00	\$37.50
Minerals	\$35.00 to \$50.00	\$42.50
Real Estate / Right-of-Way	\$25.00 to \$60.00	\$42.50