AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Modification #8; Project Agreement to Cooperative Forest Road Agreement Modification No. 1 for Crystal #6 Bridge Replacement between USDA Forest Service, White River National Forest and Gunnison County, State of Colorado; FS Agreement No. 07-RO-11021500-047; Up To $21,125.30

Action Requested: County Manager Signature

Parties to the Agreement: USDA Forest Servce, White River National Forest and Gunnison County

Term Begins: **Term Ends:** **Grant Contract #:** 07-RO-11021500-047

Summary:
The original agreement was executed November 5, 2007 and has since been modified several times. The attached being modification #8.

Fiscal Impact: Up to $21,125.30 paid to Gunnison County for work done.

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

This is a modification to extend the completion date to November 30, 2014, when final draw-down of remaining funds can be considered. Labor, equipment, etc. costs included in 2014 budget will be spent on this project and reimbursed by this agreement up to $21,125.30 in 2014.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/25/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 3/26/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 3/26/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 4/1/2014 Follow Up Agenda Date:

Revised April 2013

CR 317

FS Agreement No.	07-RO-11021500-047
Cooperator Agreement No.	
	8/4/08

08-170

PROJECT AGREEMENT
to
COOPERATIVE FOREST ROAD AGREEMENT
MODIFICATION No. 1
for
CRYSTAL #6 BRIDGE REPLACEMENT
between
USDA FOREST SERVICE,
WHITE RIVER NATIONAL FOREST
and
GUNNISON COUNTY, STATE OF COLORADO

This **PROJECT AGREEMENT** is made and entered into by and between Gunnison County, State of Colorado, hereinafter referred to as the County, and the USDA Forest Service, White River National Forest, hereinafter referred to as the Forest Service, under the Forest Road Agreement No. 07-RO-11021500-047, executed on November 5, 2007.

A. PURPOSE OF AGREEMENT

The Forest Service and the County have determined that to provide for the safe mix of commercial, administrative use, and public traffic; there is a need to install a Major Structure (Property No. Q11473) at Crystal Forest Service Bridge location #6, to replace the old bridge that was removed in 1966. The project site is located on the East Fork of the Crystal River at approximately 0.75 miles north of the Forest Boundary on Schofield Pass on National Forest Service Road (NFSR) 314, currently identified under Schedule A on above agreement, location on National Forest System Lands.

B. FOREST SERVICE SHALL:

1. Provide Government-Furnished 19' x 6' Corrugated Metal Pipe (CMP) multi-plate box culvert bottomless arch with footing pads, currently stockpiled at the Glenwood Springs Airport, to be delivered by the Forest Service to the project site on the East Fork of the Crystal River at approximately 0.75 miles north of the Forest Boundary on Schofield Pass on NFSR 314.
2. Provide government construction Engineering Inspectors to assist in monitoring the installation work.
3. Provide location maps as Exhibit B & C.
4. Reimburse Gunnison County for the installation work as completed but not more than monthly. Reimbursement shall not exceed $85,000.00, please see D.7 & D.12. below for reimbursement of funds.

C. THE COUNTY SHALL:

5. Provide all necessary equipment, materials and labor needed to install a government-furnished 19' x 6' CMP multi-plate box culvert bottomless arch with footing pads. This includes all County rented equipment and aggregate materials needed for the installation.
6. Provide the Forest Service with itemized invoice(s) for work completed. See D.12. Payment/Reimbursement and D.13. Financial Status for Cash Reporting for invoice remittance information.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
2. TERMINATION. Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. Neither party(s) shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each parties expenses and all noncancellable obligations properly incurred up to the effective date of termination.
3. NONDISCRIMINATION. The cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, executive orders, regulations and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
4. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
5. OWNERSHIP. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.
6. OBLIGATIONS. Nothing herein shall be considered as obligating the Forest Service to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.
7. AVAILABILITY OF FUNDS. Forest Service funds not to exceed the amount of $85.000.00 are currently available for performance of this instrument through September 30, 2009. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond September 30, 2009 until funds are made available to the Forest Service for performance and until the recipient/cooperator receives notice of availability by written modification by the Forest Service.
8. BUDGET AUTHORIZATION. The Forest Service's performance under this instrument is contingent upon receiving Budget Authority. Once Budget Authority is obtained, Forest Service performance under the terms of the instrument 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 of the Fiscal Year in which the Budget Authority was obtained. No further obligations or charges may occur under the instrument until the Forest Service obtains Budget Authorization for subsequent Fiscal Years.

(This is mandatory for all reimbursable Interagency Agreements (IA) and all Collection Agreements (CO) using Fund Codes NFEX, WFEX, FREX, SPEX, CMEX, and CWFS.)

9. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact

Linda Torgerson
Civil Engineering Technician
White River National Forest
PO Box 948
Glenwood Springs, CO 81602
Phone: (970) 945-3302
FAX: (970) 945-3288
E-Mail: ltorgerson@fs.fed.us

Cooperator Project Contact

Allan Moores
Engineering Representative
Gunnison County Public Works
811 Rio Grande
Gunnison, CO 81230
Phone: (970) 641-0044
FAX: (970) 641-8120
E-Mail: amoores@gunnisoncounty.org

Forest Service Administrative Contact

Elaine Langstaff
Grants and Agreements
White River National Forest
PO Box 948
Glenwood Springs, CO 81602
Phone: (970) 945-3224
FAX: (970) 945-3211
E-Mail: elangstaff@fs.fed.us

Cooperator Administrative Contact

Marleen Crosby
Public Works Director
Gunnison County Public Works
811 Rio Grande
Gunnison, CO 81320
Phone: (970) 641-0044
FAX: (970) 641-8120
E-Mail: mcrosby@gunnisoncounty.org

10. DUNS NUMBER (5/04): The cooperator shall furnish their DUNS number upon execution of this instrument. You may obtain a DUNS number by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.

11. ELECTRONIC FUNDS TRANSFER (EFT) (5/04): The recipient/cooperator shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

    1. The payment recipient does not have an account at a financial institution.
    2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
    3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

    In order to receive EFT payments the recipient/cooperator shall register in the Central Contractor Registry (CCR). You may register by going to www.ccr.gov and following the instructions provided on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

12. PAYMENT/REIMBURSEMENT. The Forest Service will reimburse the cooperator for the Forest Service's proportionate share, 82.27 percent of actual expenses incurred, not to exceed $85,000.00, reduced by program income, and other Federal and nonfederal cash contributions, as

shown in the incorporated Financial Plan. If program income generated from the project exceeds the cooperator's actual expenses, the Forest Service share is zero. The cooperator is approved to submit monthly billing(s). The Forest Service will make payment for its proportionate share of project costs upon receipt of an SF-270. Each SF-270 shall display the cooperator's actual expenditures to date of the SF-270 (not just the Forest Service share of actual expenditures), less program income and other Federal and nonfederal cash contributions and previous Forest Service payments. The SF-270 should be mailed or faxed to:

Send original to:
USDA Forest Service
Albuquerque Service Center
Payments-Grants & Agreements
101B Sun Ave. NE
Albuquerque, NM 87109
Phone: (877) 372-7248
FAX: (877) 687-4894

Send copy to:
Linda Torgerson, Engineering
USDA Forest Service
White National Forest
PO Box 948
Glenwood Springs, CO 81602
Phone: (970) 945-3302
E-Mail: ltorgerson@fs.fed.us

12. FINANCIAL STATUS AND CASH REPORTING. A Financial Status Report, Form SF-270, shall be submitted partial or for final payment, not to exceed monthly. The final Form SF-270 shall be submitted either with your final payment request, or no later than 90 days from the expiration date of the instrument, see attached SF-270.
13. LEGAL AUTHORITY. The recipient/cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay non-Federal share of project costs) to ensure proper planning, management, and completion of the project.
14. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this instrument is not available for reimbursement of cooperator purchase of equipment.
15. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature.
16. FINANCIAL PLAN. The attached financial plan is hereby incorporated and becomes a part of this agreement as Exhibit A.
17. COMPLETION DATE. This agreement is executed as of the last date shown below and expires no later than September 30, 2009, at which time it is subject to review and renewal, or expiration.
18. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged, and in full force and effect.

FS Agreement No.	07-RO-11021500-047
Cooperator Agreement No.	
	8/4/08

IN WITNESS WHEREOF, the parties as hereto have executed this Project Agreement as of the last date shown below.

GUNNISON COUNTY
STATE OF COLORADO
COUNTY COMMISSIONERS:

By: _____ 8-07-08
GUNNISON COUNTY Manager
COMMISSIONER Date

By: _____ _____
GUNNISON COUNTY
COMMISSIONER Date

By: _____ _____
GUNNISON COUNTY
COMMISSIONER Date

USDA FOREST SERVICE
WHITE RIVER NATIONAL FOREST

By _____ 9-18-08
MARY G. MORGAN Date
ACTING FOREST SUPERVISOR

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

_____ 8/4/08
Elaine Langstaff Date
FS Agreements Coordinator

Job Code Q11473 - $85,000.00

USFS Agreement No.: 07-RO-11021500-047
Cooperator Agreement No.

Gunnison County - Mod 1 - Financial Plan - Exhibit A

1. Financial Plan Matrix:

	FOREST SERVICE			COOPERATOR									
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	
							THIRD PARTY CONTRIBUTIONS						
COST ELEMENTS	Non-Cash	Value of In-Kind	Reimb. Coop.	Non-Cash	Value of In-Kind	Cash	Cash		Non-Cash		Value of In-Kind		(m)
Direct Costs	Contrib.	Contrib.	Expenses	Contrib.	Contrib.	Contrib.	Non-Fed	Federal	Non-Fed	Federal	Non-Fed	Federal	Total
Salaries/Labor	$19,767.90		$30,000.00	$6,500.00			$5,650.00						$61,917.90
Travel													$0.00
Equipment Use	$15,650.00		$20,000.00		$4,000.00		$5,650.00						$45,300.00
Supplies			$35,000.00		$15,000.00								$50,000.00
Materials	$47,340.00												$47,340.00
Printing													$0.00
Other													$0.00
Subtotal	$82,757.90	$0.00	$85,000.00	$6,500.00	$19,000.00	$0.00	$11,300.00	$0.00	$0.00	$0.00	$0.00	$0.00	$204,557.90
Indirect Costs	$6,620.63			$520.00									$7,140.63
Total	$89,378.53	$0.00	$85,000.00	$7,020.00	$19,000.00	$0.00	$11,300.00	$0.00	$0.00	$0.00	$0.00	$0.00	$211,698.53

(n) Estimated Program Income (subtract from total of column (m):	
(o) Net Total Project Value:	$211,698.53

2. Cost Analysis:

Use the following section to show additional information that supports the lump sum figures provided above. *Salary/Labor = hrs or days x rate; Travel = miles x rate or months x FOR rate, days x per diem rate; Equipment Use = hrs or days x rate; Supplies & Materials –list of items and estimated cost; Printing = estimated cost per item; Indirect Cost = Direct cost x current indirect rate.*

(a) Salary/Labor: Forest Service Road Manager $323.45, Engineer $303.40, Construction and Maintenance Road Crew Supervisor $347.23, Crew Leader $277.95, 2 Wage Grade (WG)10's $232.02, 2 WG 5's $130.36 = $1976/day x 10 days = **$19,760** ; Equipment: Dump truck $581, Backhoe $340, Pickup $263, Equip Trailer $163, House Trailer $218 = $1,565/day x 10 days = **$15,650** ; Materials = $12,000 + previous purchase & stockpile corrugated metal pipe @ $35,340 = **$47,340** ; +8% Admin OH indirect = **$6,620**.

(b)

(c) Working with Gunnison County road and bridge to determine estimated project costs: Wages **$30,000** -- County equipment = **$20,000** -- County sub-contract for services = **$35,000**. (Actual amounts are expected to be below the total not to exceed County estimate of $85,000.) Total costs will be invoiced as actual with cost breakdown upon completion of project.

(d) Gunnison County Assist Public Works Director $350/day, Public Works Road Crew Foreman $300/day x 10 days = **$6,500** ; County administrative overhead indirect costs 8% = **$520.**

(e) Estimated value to complete contract preparation and contract administration, including a public works contract = $50,000. This would provide an approximate **$15,000** savings to the government for the County to complete this project at $35,000. County equipment use costs run approximately 80% of equivalent private industry equipment costs would be charged (20% of $20,000 = **$4,000** savings to the government.

(f)

(g) The value of the State Gas Tax reimbursed road maintenance performed by Gunnison County on the Level 2 roads that facilitate the access to this project is an estimated $1000/mile for 11.3 miles (50% labor/50% equipment) = **$11,300.**

(h)

(i)

(j)

(k)

(l)

Matching Costs Determination

Total Forest Service Share = (a+b+c)/(o) = (p)	(p) 82.37%
Third Party Cash Contribution Federal = (h ÷ o) = (q)	(q) 0.00%
Total Federal Cash Share = (p+q) = (r)	(r) 82.37%
Total Cooperator Share [(d+e+f+g+i+k) - (n)] / (o) = (	(s) 17.63%
Total (r+s) = (t)	(t) 100.00%

Reimbursement Calculation

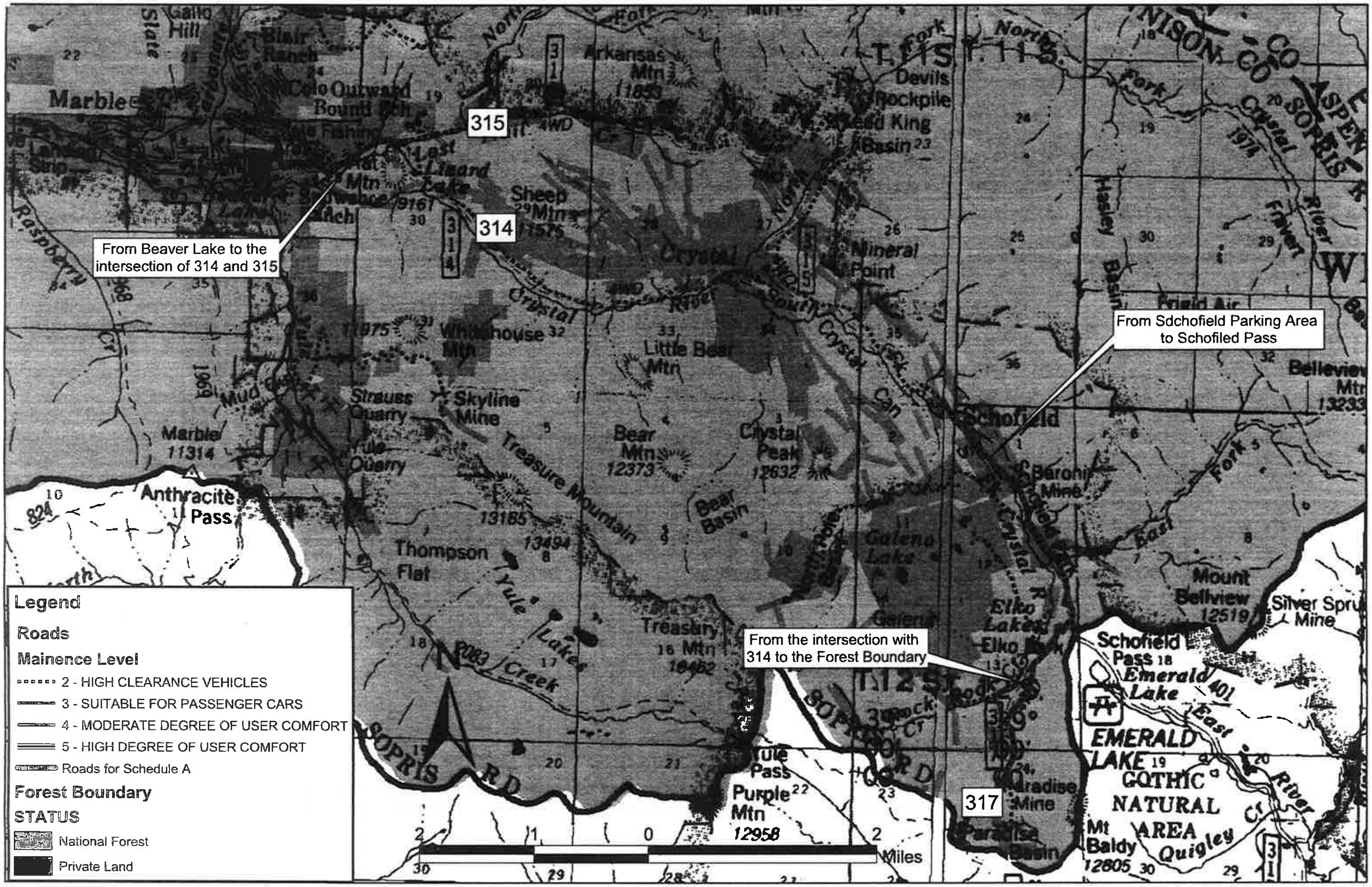
Forest Service Reimbursement pe (c)/[(c+d+f+g+i) - (n)] = (u)	(u) 82.27%
Cooperator expenses NOT reimbursed by FS (d+f+g+i-n)/(c+d+f+g+i-n) = (v)	(v) 17.73%

Reimbursable Amount = Total actual cost incurred to date (sum of cost elements from the Cooperator's invoice as prescribed in provisions _____ and _____ multiplied by 82.27% (u) minus any previous Forest Service payments, not to exceed the subtotal amount listed in column (c) minus any estimated program income.

3. Instructions:
Use this form in conjunction with ID 1509.11-2007-1.

Use Cost Elements that apply to the particular project. The Cost Elements listed are examples of those commonly used. Delete those that don't apply. Value assessed for volunteer labor should be commensurate with local labor rates for similar work. Donated materials, equipment and supplies should be valued at rates and prices available in the current local market.

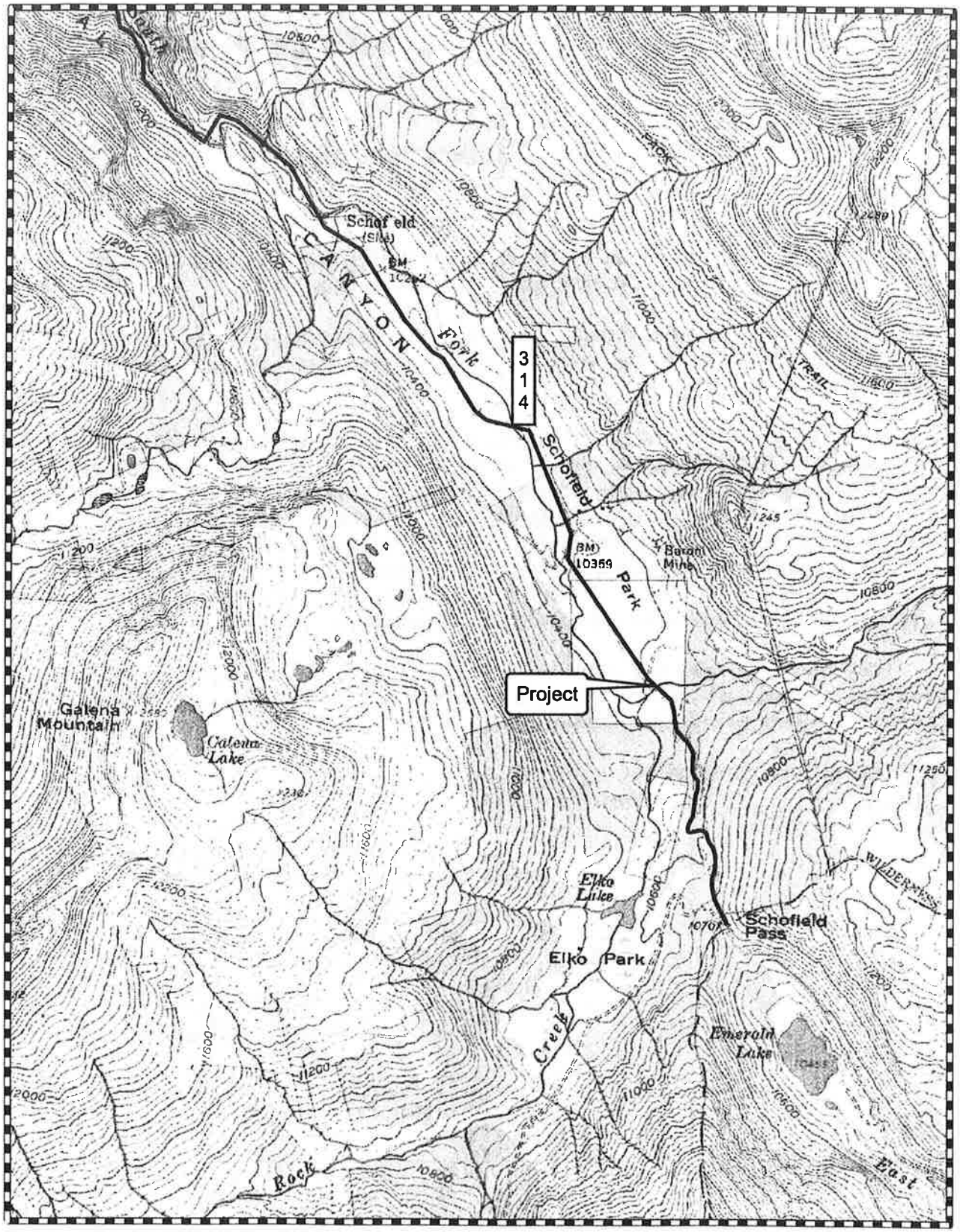
Exhibit B



From Beaver Lake to the intersection of 314 and 315
From Sdchofield Parking Area to Schofiled Pass
From the intersection with 314 to the Forest Boundary
315
314
317
Marble
Anthracite Pass
Thompson Flat
Treasure Mountain
Bear Mtn 12373
Crystal Peak 12632
Little Bear Mtn
Sheep Mtn
Arkansas Mtn
Devils Rockpile
Lead King Basin
Mineral Point
Schofield
Schofield Pass
Emerald Lake
EMERALD LAKE
GOTHIC NATURAL AREA
Mt Baldy 12805
Mount Bellview 12519
Silver Spruce Mine
Paradise Mine
Paradise Basin
Purple Mtn 12958
Treasury Mtn 13462
Yule Creek
Yule Lakes
Strauss Quarry
Skyline Mine
Yule Quarry
Whitehouse Mtn
Galena Lake
Elko Lakes
Crystal River
Raspberry Cr
SOPRIS RD
Legend
Roads
Mainence Level
2 - HIGH CLEARANCE VEHICLES
3 - SUITABLE FOR PASSENGER CARS
4 - MODERATE DEGREE OF USER COMFORT
5 - HIGH DEGREE OF USER COMFORT
Roads for Schedule A
Forest Boundary
STATUS
National Forest
Private Land
Miles

Exhibit C

Crystal # 6 Multiplate



N

0 0.25 0.5 1 Miles

S Dominguez Gunnison County, CO 576916
07/11/2007 03:42 PM Pg: 1 of 1
447 R: $0.00 D: $

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2007-26

A RESOLUTION ADOPTING POLICY REGARDING AUTHORITY OF THE COUNTY MANAGER TO EXECUTE CONTRACTS

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado desires to adopt a written policy regarding the authority of the County Manager to execute contracts; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the County Manager of Gunnison County, Colorado is authorized, without further action of the Board, to execute on behalf of the Board, any and all contracts with an aggregate direct financial payment, or receipt, by Gunnison County over the term of the contract of not more than one hundred thousand dollars ($100,000). Execution of any contract with an aggregate direct financial payment or receipt by Gunnison County over the term of the contract of more than one hundred thousand dollars ($100,000) shall require further formal action of the Board.

The County Manager shall provide to the Gunnison County Attorney for review and written approval each proposed contract, and if possible, notify the Board of County Commissioners before such contract is executed.

INTRODUCED by Commissioner Swenson, seconded by Commissioner Starr, and adopted this 10th day of July, 2007.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Hap Channell, Chairperson

By _____
Paula Swenson, Vice Chairperson

By _____
Jim Starr, Commissioner

ATTEST:

_____
Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

United States
Department of
Agriculture

Forest
Service

White River
National
Forest

Supervisor's Office
900 Grand Avenue
PO Box 948
Glenwood Spgs CO 81602
(970) 945-2521
TTY (970) 945-3255
FAX (970) 945-3266

File Code: 1580

Date: September 23, 2008

Allan Moores or Marleen Crosby
Gunnison County Public Works
811 Rio Grande
Gunnison, CO 81230

GRANTS & AGREEMENTS TRANSMITTAL LETTER

☐ Grant or ☒ Agreement No: Cooperative Forest Road Agreement #07-RO-11021500-047, Modification #1.

☐ Enclosed is/are _____ original(s) and _____ copy(ies) of the referenced document which has been signed on behalf of the USDA Forest Service.

☐ Please return a fully executed copy for our files.

☒ We have retained a fully executed copy for our files.

☐ Please note and initial change(s), then return a fully executed copy for our files.

☐ Please have all the copies signed by an authorized individual and return all copies to the above address. A fully executed copy will be returned for your files.

☒ We are submitting a fully executed copy for your files.

Please direct any inquires regarding the above referenced document to me at (970) 945-3224.

Sincerely,

Elaine Langstaff

Elaine Langstaff
Grants and Agreements Coordinator

enclosure

USDA Forest Service

OMB 0596-0217
FS-1500-19

MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	10

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER:
07-RO-11021500-047		7

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
Elaine Langstaff, White River NF, 0094 CR 244 Rifle, CO 81650	Mark Buchanan, White River NF, 120 Midland Ave. Ste. 140 Glenwood Springs, CO 81601
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
Marlene Crosby, Gunnison County Public Works, 811 Rio Grande, Gunnison, CO 81230	N/A

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
☐	CHANGE IN PERFORMANCE PERIOD:
☐	CHANGE IN FUNDING:
☐	ADMINISTRATIVE CHANGES:
☒	OTHER (Specify type of modification): Revised Scope of Work

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
Modification #6 was to extend Modification #5 that allowed additional time to complete work on a stream passage noted in the original Project Agreement. This modification modifies the scope of work to include the repair of NFSR 317 (Paradise Basin) that leads to said stream passage. Both parties agree to the needed repairs and U.S. Forest Service funding remains for repairs to be completed by Gunnison County.

10. ATTACHED DOCUMENTATION (Check all that apply):

☒	Revised Scope of Work
☒	Revised Financial Plan
☐	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)	9-18-13	(Signature of Signatory Official)	
11.E. NAME (type or print): MATHEW BIRNIE		11.F. NAME (type or print): SCOTT G. FITZWILLIAMS	
11.G. TITLE (type or print): Gunnison County Manager		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. **The authority and format of this modification have been reviewed and approved for signature by:**

Elaine Langstaff
U.S. Forest Service Grants Management Specialist

12.B. DATE SIGNED 9/16/13

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Exhibit A

PROPOSAL FOR MODIFICATION #7 TO COOPERATIVE FOREST ROAD AGREEMENT 07-RO-11021500-047 BETWEEN GUNNISON COUNTY, STATE OF COLORADO AND U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE, WHITE RIVER NATIONAL FOREST

This proposal comes as a request to modify the existing FS Agreement **07-RO-11021500-047**, signed October 9, 2007 by Gunnison County representatives on November 5, 2007 and by the White River National Forest Supervisor.

At this time, the White River Engineering department would like to request Modification #7, revising the scope of work, to include repairs to NFSR 317 (Paradise Divide). This road provides one access to the Aquatic Organism Passage described in the initial Project Agreement and the preceding modifications.

During a site visit July 3, 2013, it was noted that the stream paralleling NFSR 317 had left its banks, migrated down Galena Lake Road (NFSR 317.1C) and entered NFSR 317 causing severe damage and erosion leaving the road impassable for several hundred feet. Motorists have created a new route bypassing the road damage but causing additional resource damage along the length of the new route.

The proposed modification would allow county employees to repair NFSR 317 using county equipment and material supplied by the Forest Service from the existing material pit located at 39d 01' 36" N, 107d 03' 03" W. The damaged section of NFSR 317 (located at 39d 00' 39" N, 107d 03' 14" W) shall receive base and surface replacement and compaction in accordance with the following standards along the entire length of the damage. The estimated quantity of material required for the repairs is 620 tons.

At this time, funding for the original stream crossing construction remains in the amount of $21,125.30 of the original not to exceed amount of $85,000. In accordance with the original Project Agreement, Gunnison County has delivered the complete and adequate major structure within these not to exceed limits.

The required labor and materials needed for this modification will be funded through the payment of $12,675.30 to Gunnison County out of the remaining $21,125.30 of the original agreement. This request does not seek to alter or revise the original funding amounts and sources indicated in Exhibit A of Modification 1.

In addition, the contents of the Cooperative Forest Road Agreement 07-RO-11021500-047 will remain unchanged during the performance period. This agreement has been reviewed and all requirements contained within it shall be in effect until the close of the proposed Modification #6 performance period extension, September 30, 2013.

SPECIFICATIONS FOR TRAFFIC CONTROL, CONTROL OF NOXIOUS WEEDS AND AGGREGATE PLACEMENT

TRAFFIC CONTROL

This work consists of controlling and protecting public traffic adjacent to and within the project. Perform work in a manner that ensures the safety and convenience of the public and protects improvements and facilities adjacent to the site. Accommodate public traffic on roads adjacent to and within the project until the project is accepted by the USFS.

A. Maintaining roadways during work.
a. Maintain a dust-free traveled way such that visibility and air quality are not affected. This work shall be considered incidental to the project.
b. Maintain the roadways in a safe and acceptable condition, during work and during periods when work is not in progress.

B. Limitations on Construction Operations:
a. Operate equipment in the direction of Traffic, where applicable.
b. Any staging areas shall be as designated by the USFS Roads Manager.

C. Accommodating Traffic During Work. Traffic control plan shall conform to the 2009 edition of the MUTCD. Full closures are not allowed, coordination with the White River NF Roads Manager will be required.

D. Temporary Traffic Control. This work consists of furnishing, maintaining, relocating and moving temporary traffic control devices for the control and protection of traffic through the project.
a. All traffic control devices shall conform to the 2009 edition of the MUTCD.
b. All devices and signs shall be type III, VII, VIII retroreflecting sheeting .
c. Flaggers, if required, shall be certified by ATTSA, NSC, a state agency, or other acceptable organization. Use type III, VII or VIII retroreflective sheeting on flagger panels. Do not use flags.

E. Traffic and Safety Supervisor. Provide a traffic and safety supervisor who is certified by a state highway agency or other acceptable certification program. Furnish the supervisor's name, address, 24-hour telephone number prior to the start of the work. At all times, during the task order, including periods of suspension and shutdown, perform all of the following:
a. Implement traffic control plan.
b. Ensure the condition and placement of traffic control devices in use.
c. Immediately correct deficiencies.

F. Weekend Work. No maintenance or construction activities shall take place between the hours of 7:00PM on Friday afternoon and 7:00AM on Monday morning. Likewise, not activities shall take place on any federal holidays.

NOXIOUS WEEDS

For work on National Forest System lands, use a washing system that traps all wash water and either stores it for removal from National Forest System lands or recycles the water for continued use. If the equipment recycles the water, provide adequate filters for seed removal. Dispose of the filter material and removed seeds in an approved manner. Do not mix soaps, detergents, or other chemicals with the wash water.
Washing. Wash the sides, tips, and undercarriages of all construction equipment. Remove all seeds, plant, plant fragments, dirt, and debris from the construction equipment.
Inspection. Inspect the washed construction equipment, including the undercarriage, to ensure that the washing removed the dirt, debris, and seeds from the construction equipment. Rewash the construction equipment as necessary or as directed.

AGGREGATE PLACEMENT

Mixing and Spreading. Mix the aggregate and adjust the moisture content to obtain a uniform mixture with a moisture content suitable for the specified compaction method. Spread and shape the mixture on the prepared surface in a uniform layer with no segregation of size, and to a loose depth that will provide the required compacted thickness.

Do not place in layers exceeding 6 inches in compacted thickness for aggregate base and surface courses or twice the maximum particle size for screened aggregate. When more than one layer is necessary, compact each layer according to Subsection 322.05 before placing the next layer. Route hauling and leveling equipment uniformly over the full width.

Compacting. Compact each layer full width. Roll from the sides to the center, parallel to the centerline of the road. Along curbs, headers, walls, and all places not accessible to the roller, compact the material with approved tampers or compactors.

Compact the aggregate using one of the following methods as specified:

Compaction C. Moisten or dry the aggregate to a uniform moisture content between 5 and 7 percent based on total dry weight of the mixture. Operate rollers and compact as specified in Subsection 204.11(a)(1).

For all compaction methods, blade the surface of each layer during the compaction operations to remove irregularities and produce a smooth, even surface. When a density requirement is specified, determine the in place density and moisture content according to AASHTO T 310 or other approved test procedures.

Cooperator shall provide USFS representative documentation of quantities of all materials moved on or off forest.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: Exhibit B

USFS Agreement No.: 07-RO-11021500-047
Cooperator Agreement No.:

Mod. No.: 7

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$1,396.66	$3,132.00	$0.00	$0.00	$4,528.66
Travel	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$254.52	$8,391.00	$0.00	$0.00	$8,645.52
Supplies/Materials	$13,466.40	$0.00	$0.00	$0.00	$13,466.40
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00
Other					$0.00
Subtotal	$15,117.58	$11,523.00	$0.00	$0.00	$26,640.58
Coop Indirect Costs		$1,152.30	$0.00		$1,152.30
FS Overhead Costs	$1,058.23				$1,058.23
Total	$16,175.81	$12,675.30	$0.00	$0.00	
Total Project Value:					$28,851.11

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 100.00%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 0.00%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Buchanan		$342.75	3.00		$1,028.25
Pence		$395.52	0.50		$197.76
Langstaff		$341.30	0.50		$170.65
					$0.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor	**$1,396.66**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Mile	# of Miles		Total
Truck 6422 (Est. 3 trips)	1.00	$0.42	606.00		$254.52
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Equipment	**$254.52**

Supplies/Materials

Standard Calculation

Supplies/Materials		# of tons	Cost/Ton		Total
Aggregate <3/4"		620.00	$21.72		$13,466.40
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Supplies/Materials	**$13,466.40**

Subtotal Direct Costs	$15,117.58

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
7.00%	$15,117.58			$1,058.23
Total FS Overhead Costs				**$1,058.23**

TOTAL COST	**$16,175.81**

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Hour	# of Hours		Total
Laborer		$31.50	72.00		$2,268.00
Laborer 2		$36.00	24.00		$864.00

Non-Standard Calculation

Total Salaries/Labor	**$3,132.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Hour	# of Hours		Total
Dozer	1.00	$64.45	24.00		$1,546.80
Backhoe Loader	1.00	$49.84	24.00		$1,196.16
Vibratory Roller	1.00	$64.45	24.00		$1,546.80
4" Water Pump	1.00	$15.54	24.00		$372.96
Tandem Dump Truck	1.00	$75.11	24.00		$1,802.64
Water Truck	1.00	$76.28	24.00		$1,830.72
Pickup Truck (by miles)	1.00	$0.42	226.00		$94.92
					$0.00

Non-Standard Calculation

Total Equipment	**$8,391.00**

Subtotal Direct Costs	**$11,523.00**

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total

	10.00%	$11,523.00	$1,152.30
Total Coop. Indirect Costs*			**$1,152.30**

TOTAL COST	**$12,675.30**

* Indirect costs include mobilization, traffic control and any necessary erosion control BMPs.

USDA Forest Service

OMB 0596-0217
FS-1500-19

MODIFICATION OF GRANT OR AGREEMENT

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER:
07-RO-11021500-047		8

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
Elaine Langstaff, White River NF, 0094 CR 244 Rifle, CO 81650	Mark Buchanan, White River NF, 120 Midland Ave. Ste. 140 Glenwood Springs, CO 81601
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
Marlene Crosby, Gunnison County Public Works, 811 Rio Grande, Gunnison, CO 81230	N/A

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
☒	CHANGE IN PERFORMANCE PERIOD: From 9/30/2013 to planned project completion 11/30/2014.
☐	CHANGE IN FUNDING:
☐	ADMINISTRATIVE CHANGES:
☐	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
Modification #8 is to extend planned project work time for the East Fork of the Crystal River - Bridge replacement and identifying additional needs in doing so. Both parties will assess project needs and finalize the project with this extension. Extension was requested late as the Government Shut-down occurred during Modification #7's projected performance period and then the onset of weather.

10. ATTACHED DOCUMENTATION (Check all that apply):

☐	Revised Scope of Work
☐	Revised Financial Plan
☒	Other: Justification for project extension.

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): MATTHEW BIRNIE		11.F. NAME (type or print): SCOTT G. FITZWILLIAMS	
11.G. TITLE (type or print): Gunnison County Manager		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. **The authority and format of this modification have been reviewed and approved for signature by:**	12.B. DATE SIGNED
Elaine Langstaff U.S. Forest Service Grants Management Specialist	3/17/14

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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PROPOSAL FOR MODIFICATION #8 TO COOPERATIVE FOREST ROAD AGREEMENT BETWEEN GUNNISON COUNTY, STATE OF COLORADO AND U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE, WHITE RIVER NATIONAL FOREST

This proposal comes as a request to modify the existing FS Agreement **07-RO-11021500-047**, signed October 9, 2007 by Gunnison County representatives and November 5, 2007 by the White River National Forest Supervisor.

At this time, the White River Engineering department would like to request Modification #8, change in performance period, allowing an additional 14 months to complete execution of Modification #1, Project Agreement to the above mentioned Cooperative Forest Road Agreement for Crystal #6 Bridge Replacement (see attached). The change in performance period is necessary to continue monitoring repairs made during the Mod #5 extension period of 2012 and make road repairs to NFSR 317, one of the access roads to the project site. The Mod #5 repairs were in response to deficiencies noted by WRNF personnel during the months of July and August 2011. A revised performance period extending until November 30, 2014 is requested.

Stream crossing construction occurred during the summers of 2009 and 2010 by Gunnison County public works staff. Subsequent visits to the completed structure during the summer of 2011 revealed completed construction of the contracted stream crossing, as well as, completion of the previously considered Crystal River Stream Crossing #5. This additional stream crossing was voluntarily constructed by Gunnison County staff, invoiced and paid through this agreement. However, scouring below one of the Stream Crossing #5 footings, which appear to have been placed higher than the WRNF supplied elevation, was observed.

In June, 2012, during the Mod #5 extension period, Gunnison County crews repaired the footing by way of additional stone protection along the toe of the footing in question. This was the most minor repair of a given set of choices suggested by WRNF Engineering. Further analysis by WRNF Engineering and the Forest Hydrologist will be required to determine if the repair was adequate. This analysis must occur during a typical spring runoff; for which the next opportunity occurs in Spring 2014. Following the suggested Spring 2014 analysis, additional repairs may be required or the repairs may be deemed adequate to satisfy the requirements of the original agreement. If the latter is true, the final payment may be made and the agreement closed. In either case, an extension of the performance period for 14 months is required to ensure the Stream Crossing is in compliance with design specifications.

In addition, the access to the site via NFSR 317 has suffered heavy runoff related damage. During the requested extension period, and simultaneous to Mod #5 monitoring, the needed repairs to NFSR 317 will be completed using a portion of the remaining funding from the original modification.

At this time, funding for the original stream crossing construction remains in the amount of $21,125.30 of the original not to exceed amount of $85,000. In accordance with the original Project Agreement, Gunnison County has delivered the complete and adequate major structure within these not to exceed limits. However, the additional Stream Crossing #5 may require additional modifications to be in accordance with WRNF design specifications. During the requested performance period extension, it is proposed that WRNF Engineering analyze the previous repairs and, if these repairs are not deemed satisfactory, Gunnison County shall bring Stream Crossing #5 into compliance with design specifications. In addition, Gunnison County will make the necessary repairs to NFSR 317, allowing access to the site. The required labor and materials will be funded through the remaining $21,125.30 of the original agreement. This request does not seek to alter or revise the original funding amounts and sources indicated in Exhibit A of Modification 1.

In addition, the contents of the Cooperative Forest Road Agreement 07-RO-11021500-047 will remain unchanged during the performance period. This agreement has been reviewed and all requirements contained within it shall be in effect until the close of the proposed Modification #8 performance period extension.