AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Federal Lands Access Program Project Memorandum of Understanding; Preliminary Engineering, Construction and Construction Engineering for 12.5 Miles of Gunnison County Road 209 (Cottonwood Pass)

Action Requested: Discussion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
On 12/8, Marlene received a call from the Federal Highway Administration saying that Cottonwood Pass was being accepted as a legacy project. Instead of 17.21% match our offer of a 5% match has been accepted. CDOT is going to contribute the 12.21% remaining. She is not expecting a decision on 12/16, but she would like to talk to the Board during that meeting and then (after speaking with Matthew and Finance) present a recommendation in January.

Fiscal Impact:

Submitted by: Katherine Haase for Marlene Crosby **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Finance will participate in process moving forward.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/10/2014

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

Comments:

Please be aware that under paragrpah X, page 5 of the reimbursable agreement, "If this agreement is terminated by Requesting Agency it liability shall extend to 100 percent of actual and reasonable cost of the items/services rendered..."

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 12/12/2014 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:
We will need to get Finance's specific input prior to approving this, but this represents terrific leverage of County resources to accomplish this project to improve safety and reduce maintenance costs.

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 12/12/2014

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

Agenda Date: 12/16/2014 Follow Up Agenda Date:

Revised April 2013

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

Project / Facility Name: *Cottonwood Pass*

Project Route: *CO FLAP 209(1)*

State: *Colorado*

County: *Gunnison County*

Owner of Federal Lands to which the Project Provides Access: *Gunnison National Forest*

Entity with Title or Maintenance Responsibility for Facility: *Gunnison County*

Type of Work: The project is to include preliminary engineering, construction, and construction engineering for 12.5 miles of Gunnison County Road 209, Cottonwood Pass. The route is currently noted as 18-24 feet in width. The project will widen the road to two paved 11-foot lanes with 1-foot shoulders.

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: Gunnison County, Gunnison National Forest, and Central Federal Lands Highway Division

The Program Decision Committee approved this project on *August 26, 2013*.

AGREED:

Gunnison County	Date
Gunnison National Forest	Date
Director of Program Administration, Central Federal Lands Highway Division	Date

DRAFT

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 ensure 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.

If Federal Lands Access Program (FLAP) funds are used for the development or construction of this project, ***Gunnison County, Colorado*** agrees to provide a matching share equal to ***5.0%*** of the total cost of the project, as detailed more fully in Section J below. The sliding scale for local match amounts for the Federal Lands Access Program in the State of Colorado is 17.21%. Colorado DOT and CFLHD have entered a separate agreement to utilize toll credits for the remaining 12.21% of required matching funds for this project.

B. AUTHORITY

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

C. JURISDICTION AND MAINTENANCE COMMITMENT

Gunnison County, Colorado 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

Gunnison, Colorado has coordinated project development with the ***Gunnison National Forest.*** The ***Gunnison National Forest*** support of the project is documented in the original project application. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the ***Gunnison National Forest***.

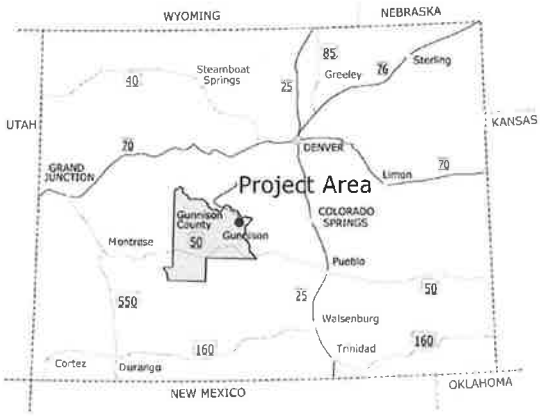
E. PROJECT BACKGROUND/SCOPE

General: Located between Taylor Park Reservoir and the Gunnison/Chaffee County line, Cottonwood Pass Road (Gunnison County Road 209 and Colorado Forest Highway 59) route provides access to the Forest amenities of Taylor Park Reservoir, Spring Creek Reservoir, Mirror Lake, Cumberland Pass, Campgrounds/Dispersed Site. It also provides access to over 180,000 acres of the Gunnison National Forest with recreational activities including fishing, boating, dirt bike trails, ATV use, hiking trails, hunting, and camping. Cottonwood Pass and the Taylor Park area are popular snowmobile areas in the winter.

Access is also provided via this route to the Crested Butte area and Kebler Pass which connects State Highway 133. The Kebler Pass Road is also a Forest Highway and the Forest Land in that area provides mountain biking, trailhead access to wilderness areas, snowmobiling, spectacular scenery.

The route is 12.5 miles long and begins at the intersection of Gunnison County Road (CR) 742 and continues easterly towards the Gunnison/Chaffee County Line on the Continental Divide.

Project Location Map



PROJECT SCOPE:

The project traverses thru the USFS Gunnison Forest beginning at the intersection of Gunnison County Road 742 and traveling approximately 13.5 miles up to Cottonwood Pass and the Gunnison/Chaffee County line. The roadway is Gunnison County Road 209. The existing roadway is a gravel surface maintained by the County through a maintenance agreement/easement with the USFS. The project was in the design development phase in the mid-1990's and included the development of an Environmental

Assessments. At that time there was public opposition and the County was not comfortable with some of the realignment options proposed.

Roadway. There existing gravel roadway varies in width from 18 to 24 feet. There are three major switchback areas and one serpentine area that were set for major realignment in the previous design. During the field review it was agreed that the two lower switchback areas would not follow the 1990's design but would generally follow the existing alignment making improvements to design speed where applicable. The serpentine area will be realigned along an alignment that will be reviewed and modified to minimize impacts to Pass Creek and the adjacent wetlands, generally following an existing two track. The upper switchback area will be realigned as shown on the 1990's plans. A new proposed vista view and parking area is proposed at one of the existing roadway switchbacks. The proposed cross section is two 11-foot lanes with 1 foot shoulders for a total width of 24-feet. This is consistent with many of the cross sections being constructed along Taylor River Road, closer to Gunnison. The design classification is a major rural collector with an ADT of 400 to 2,000. A 35-mph design speed with exceptions will be used on the lower 7 miles and a 30 mph design speed with exceptions at switchbacks will be used on the upper 6 miles.

Figure 1 – Existing Alignment

Figure 2 – Deteriorated Drainage System

This roadway is classified as rural major collector in mountainous terrain with a design and posted speed of 35 mph in segment 1 (MP 0.0 to MP 7.5) and 30 mph in segment 2 (MP 7.5 to MP 13.5).

Specific areas of concern or areas of required work by functional discipline are as follows:

Utilities

There are no major utilities along the roadway, and the only potential utility in the corridor is an abandoned water line near the Guard Station at Milepost 1.

Environment and Permits
Within the project limits, there are wetlands/fens, as well as the potential for endangered species such as the Boreal Toad and the Canada Lynx (introduced species).

Survey
A full project field survey is required.

Right of Way
No right-of-way is required for the improvements, but a DOT Highway Easement Deed will need to be executed with the Forest Service for federal lands transfer.

Hydraulics
Pass Creek analysis and BMP's for Boreal Toads and general erosion. Hillside springs will require underdrain systems and more frequent culverts.

Geotechnical
The roadway is along a mountainous contour with the potential for numerous steep cut slopes that intersect areas with groundwater seepage, potential landslide deposits, and rockfall sites. Additionally, modifications of fill slopes may require complex retaining walls or tall fills. Numerous borings ranging in depth from 10 to 100 feet should be anticipated depending on the degree of alignment change. In areas where the alignment or potential structures shift beyond the current alignment more than 30-40 feet, difficult access drilling equipment may be required (supported by helicopters or crane trucks). Geotechnical mapping will be required in areas previously identified as potential landslide areas. Grid level borings and sampling will be required at potential material source pits.

Pavements
The current roadway is a gravel-surfaced roadway with some potholes and washboarding. Borings with a depth of 5 to 10 feet are anticipated at a minimum distance of every 0.5 miles along the roadway for design of new pavements. Due to groundwater seepage and potential for frost heave, subgrade improvement and drainage plans are likely for the pavement design.

Highway Design
This is a major 4R project with significant realignment sections and widening on steep hillsides.

Construction
The construction season is assumed to be short as the area has extreme winter conditions from October thru April. The snowpack can vary from year to year, at times delaying access in the spring until late June. Limited daytime and possible full nighttime road closures may be warranted to expedite construction and decrease construction cost(s).

F. PROJECT BUDGET

Figures are estimated from assumption in the original Application, Scoping Report, and Project Delivery Documents. Cost(s) are subject to escalation increases, depending on formal programming year.

Item	Estimate ($)	Comments
ROW	-	
Utilities	-	
Preliminary Eng.	$1,375,000	
Construction	$23,400,000	Assumed 2017-2018 construction
Construction Eng.	$2,340,000	
Contingency	$2,711,500	10%
Total	$29,826,500	

G. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
CFLHD	• *Develop and sign the Project Agreement* • *Manage project development schedule and preliminary engineering costs* • *Perform pavement and geotechnical investigations* • *Obtain necessary permits* • *Prepare environmental documents and make project decisions based on the NEPA documents* • *Prepare the PS&E* • *Prepare a Letter of Consent and Highway Easement Deed (HED) and transfer maintenance rights to Gunnison County* • *Advertise and award the contract. Bids will not be solicited by CFLHD until the USFS and Gunnison County have concurred with the plans and specifications.*	

Responsible Party	Product/Service/Role	Comments
Gunnison County	• *Review and sign the Project Agreement* • *Review and sign Reimbursable Agreement* • *Attend reviews and meetings* • *Provide available data on traffic, accidents, material sources, construction costs, and any other relevant information* • *Review the plans and specifications at each phase of the design and provide project development support* • *Provide support to CFLHD, as requested, for the development of environmental documents.* • *Provide ROW and utility information and coordination* • *Accept a Highway Easement Deed from the Gunnison National Forest and provide long term maintenance of the final product.* • *Provide water source(s) for design and construction use* • *Coordinate utility relocations* • *Obtain permits other than those required for Federal constructed projects*	*PS&E activities will not commence until agreement(s) are executed*
Gunnison National Forest	• *Review and sign the Project Agreement* • *Attend reviews and meetings* • *Review the plans and specifications at each phase of the design and provide project development support* • *In coordination with the CFLHD, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome.* • *Provide a Fire Plan for incorporation with the Special Contract Requirements.*	

Responsible Party	Product/Service/Role	Comments
	• *Provide support to CFLHD, as requested, for the development of environmental documents.* • *Allow CFL to transfer maintenance rights to Gunnison County through a Highway Easement Deed(HED)* • *Provide potential staging areas and material sources as necessary to aid construction.* • *Designate a representative who will be the primary contact for assistance during construction.* • *Attend the final inspection with CFLHD and Gunnison County upon completion of construction.*	

H. <u>ROLES AND RESPONSIBILITIES – SCHEDULE</u> *(This section may be abbreviated with only a tentative project schedule based on the application pending a more in-depth scoping of the proposed project. If so, a more detailed schedule thereafter should be developed and approved by the parties or the Programming Decisions Committee, as appropriate.)*

Responsible Lead	Product/Service/ Role	Schedule Start-Finish	Comments
CFLHD	*Project Development Planning*	*See attached schedule*	*Project Development Plan*
CFLHD	*NEPA*		*Assumed Categorical Exclusion*
CFLHD	*Engineering Design*		*Preliminary through Final PS&E*
CFLHD	*Geotechnical/ Pavement Investigation and Recommendations*		*Perform site investigations and provide recommendations*
Gunnison County and USFS	*100% PS&E Approval*		
CFLHD	*Acquisitions*		*Design and Construction Contracting*

Responsible Lead	Product/Service/ Role	Schedule Start-Finish	Comments
CFLHD	*Construction Administration*		*Construction Management and Engineering*
Gunnison County and USFS	*Construction Acceptance*		

PROPOSED DESIGN STANDARDS Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	AASHTO	
Functional Classification	Minor Collector	
Surface Type	Hot-Asphalt Concrete Pavement	
Design Volume	730	

I. FUNDING

Fund Source	Amount	Comments
Colorado Federal Lands Access Program Funds	$28,335,175	
*Local Matching Share – **Gunnison County***	$1,491,325	*Gunnison County Road and General Fund*
TOTAL	**$29,826,500**	

J. MATCHING SHARE REQUIREMENTS

Matching or cost sharing requirements may be satisfied following the obligation of funds to the project by: allowable costs incurred by the State or local government, cash donations, the fair and reasonable value of third party in-kind contributions (but only to the extent that the value of the costs would be allowable if paid for by the party responsible for meeting the matching share), including materials or services; however no costs or value of third party contributions may count towards satisfying the matching share requirements under this agreement if they have or will be counted towards meeting the matching share requirements under another federal award.

Costs and third party contributions counting toward satisfying a cost sharing or matching requirement must be verifiable from the records of the party responsible for meeting the matching requirements. The records must demonstrate how the value of third party in kind contributions was derived. Voluntary services sought to be applied to the matching share will be supported by the same methods that the party to this agreement uses to support allocability of personnel costs. Any donated services provided by a third party

will be valued at rates consistent with those ordinarily paid by employers for similar work in the same labor market. Supplies furnished will be valued at their market value at the time of donation. Donated equipment or space will be valued at fair rental rate of the equipment or space. All records associated with valuations or costs under section K shall be accessible and be maintained for three years following project close-out.

A Reimbursable Agreement (RA) will be executed to commit the match contribution and initiate project delivery for CO FLAP 209(1) Cottonwood Pass. The CFLHD will bill Gunnison County upon completion of the work in the RA, as tentatively outlined below. The CFLHD is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the CFLHD. The CFLHD intends to utilize a tapered match, which allows billing to take place over the duration of the project. The CFLHD, proposes the following billing milestones:

Milestone	Match Payment Billed	Comments
100% PS&E	5% of actual costs incurred during PS&E	Includes preliminary engineering, permits, etc.
Construction Completion	5% of actual cost incurred during Construction	Includes construction payments, construction engineering, contract modifications, etc.
Final Construction Voucher	5% of actual cost incurred for project	Final billing to reflect project total cost.

The CFLHD shall not incur costs which result in matching funds exceeding the maximum cost stated in the Reimbursable Agreement without authorization by Gunnison County in the form of written modification.

K. PROJECT TEAM MEMBERS - POINTS 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	Address/Phone Number/Email
Marlene Crosby Public Works Director	Gunnison County	Gunnison County Public Works 195 Basin Park Drive Gunnison, CO 81230 (970) 641-0044 MCrosby@gunnisoncounty.org
Tom Condos Gunnison National	USFS	Gunnison Ranger District 216 N. Colorado Gunnison, CO 81230 (970) 641-0471

		tcondos@fs.fed.us
Tony Galardi CFLHD Project Manager	FHWA	12300 W. Dakota Ave. Suite 380 Lakewood, CO 80228 (720) 963-3669 Anthony.Galardi@dot.gov

L. 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; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the 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 notification to their management in order to avoid project delivery delays.

M. 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	Gunnison County	Forest Service	Time
Project Manager: Tony Galardi	Special Projects: Jim Kint	Civil Engineer: Chad Wellman	14 Days
Project Management Branch Chief: Gary Strike	Public Works Director Marlene Crosby	Forest Engineer: Tom Condos	30 days
Director, Project Delivery: Michael Davies	XX: J. DOE	Forest Ranger: John Murphy	60 days
Division Engineer: Ricardo Suarez	XX: J. DOE	Transportation Group Leader: Gene Baker	90 Days

N. TERMINATION

This agreement may be terminated by mutual written consent of all parties and 30-day calendar notice. 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.

DRAFT

Statement of Work
Reimbursable Agreement No.
DTFH68-14-E-00003
December 8, 2014

I. Introduction: Gunnison County, Colorado will provide funding for design and construction to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) for the CO FLAP 209(1) Cottonwood Pass Road project. Gunnison County shall be referred to as the Requesting Agency and the CFLHD shall be referred to as the Servicing Agency.

II. Location: County Road 209, Gunnison, CO

III. Work Required: For the CO FLAP 209(1) Cottonwood Pass Road project, as selected by the Programming Decisions Committee (PDC) in the state of Colorado, perform project environmental compliance, design, permitting, contracting, construction, and construction engineering in accordance with CO FLAP 209(1) Cottonwood Pass Road Colorado Federal Lands Access Program Memorandum of Agreement. The project design is to begin at the intersection of Gunnison County Road 209 and 742 and continue to the east approximately 12.5 miles to the Gunnison/Chaffee County line. The proposed project is to include medium to heavy 4R widening to create a uniform 24-foot roadway width along the 12.5 miles. Non-Federal Share of Costs: It is estimated that Federal Lands Access Program funding will be used to fund the effort as follows:

Design, construction and construction engineering cost(s) are summarized as follows:

Item	Estimate ($)	Comments
ROW	-	
Utilities	-	
Preliminary Eng.	$1,375,000	
Construction	$23,400,000	Assumed 2017-18 construction
Construction Eng.	$2,340,000	
Contingency	$2,711,500	10%
Total	$29,826,500	

As outlined in Section VIII.C, Gunnison County will provide funds in the amount of 5.0% of the total Federal Lands Access Program funding required to complete the work in this Agreement. The amount of matching funds provided by Gunnison County shall

not exceed $1,491,325.

The Requesting Agency is not required to reimburse the Servicing Agency for any costs incurred by the Servicing Agency prior to the date of this Agreement.

IV. Period of Performance: All work associated with this agreement will be completed no later than December 31, 2018.

V. Technical Representative: CFLHD Program Point of Contact for this Agreement is Mr. Tony Galardi, Project Manager. Mr. Galardi can be contacted at 720-963-3669 or Anthony.Galardi@dot.gov.

The Gunnison County Program Point of Contact for this Agreement is Ms. Marlene Crosby, who can be contacted at 970-641-0044.

VI. Scope of Work:

See Section III of this agreement and CO FLAP 209(1) Cottonwood Pass Colorado Federal Lands Access Program Memorandum of Agreement.

VII. Financial Administration:

A. **Total Agreement Amount:** Not to exceed $1,492,325

B. **Funding Citations:** 23 U.S.C. 201 and 204.

C. **Reimbursable Payment:**

The Servicing Agency will bill upon completion of the work in this Agreement. The Servicing Agency is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the Servicing Agency. The Servicing Agency will invoice the Requesting Agency on a tapered basis in the amount of 5.0% of the total Federal Lands Access Program funding expended for the project for preliminary engineering (project development), construction engineering (administration and oversight of the construction contract) and progress payments made to the construction contractor.

The Servicing Agency is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the Servicing Agency.

The Servicing Agency shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this agreement.

Billing for this Agreement will utilize a tapered match and be billed upon completion of

work at the amount of 5% of the costs in accordance with the Federal Lands Access Program funding expended on the project, as follows:

Milestone	Estimated Match Amount	Estimated Date
100% PS&E	$70,000	September 2016
Final Construction	$1,400,000	December 2018
Final Construction Voucher	Remaining Balance $21,325	June 2019

The Servicing Agency will furnish a final Project Status Report detailing the funding usage on the project and calculations used to determine match funding requirements.

Upon receipt of the invoice of costs incurred and authorized, the Requesting Agency will issue payment via one of the methods listed below.

The Servicing Agency will furnish a final Project Status Report detailing the funding usage on the project and calculations used to determine match funding requirements.

The Servicing Agency requests that these payments be made through the US Treasury's website https://pay.gov. Pay.gov can be, used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA/CFLHD-ID.

Agreement Number: DTFH68-14-E-00003

Option 1 (Preferred Method)

Plastic Card or Automatic Clearing House Payment (ACH Direct Debit)

Go to Treasury's website, https://pay.gov.

Search for Agency Name

Select the appropriate Transportation Agency

Follow the form instructions to make your payment. Note: If making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option2

Mail Check payment to the following address for Paper Check Conversion (PCC) processing:

Regular Mail

MAKE CHECK PAYABLE TO:
DOT FHWA

MAILING ADDRESS:
Enterprise Service Center Federal Aviation Administration
ATTN: AMZ-340, Mark Richardson
6500 S. MacArthur Blvd., HDQ Rm 285
Oklahoma City, OK 73169

https://www.pay.gov/paygov/

Notice to Customers Making Payment by Check:

Please notify Regina Monroe at 720-963-3460 or regina.monroe@dot.gov if mailing a check.
When you provide a check as payment, you authorize us either to use information from your Check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available lTom our internet site at (PCCOTC.GOV), or call toll free;: at (1-800-624-137 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.

VIII. Modifications:

Any modifications to the Agreement must be made in writing and agreed to by both parties. Such modifications are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

IX. Agreement Completion:

When the Requesting Agency has accepted all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the Requesting Agency contact.

X. Termination:

This agreement will terminate upon the date specified in Section V or upon 30 calendar day prior written notification to the other party. If this agreement is terminated by the Requesting Agency its liability shall extend to 100 percent of actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred prior to the effective date of termination. If this agreement is terminated by the Servicing Agency its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination.