

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, P.E., Public Works Director/County Engineer

Agenda Date: July 15, 2024

Subject: Federal Lands Access Program
Grant Agreement No. 690567240004
Upper Hoh Road/Olympic National Park MP 0.0 - 12.0
County Road No. 914207
County Project No. 18019410

Statement of Issue: Execution of a Federal Lands Access Program (FLAP) Grant Agreement with FHWA-Western Federal Lands Highway Division (WFLHD) for the Upper Hoh Road/Olympic National Park MP 0.0 - 12.0 Project.

Analysis/Strategic Goals/Pro's & Con's: This grant agreement will provide federal funding for post-construction obligations. Jefferson County will accept ownership of all regulatory permit obligations and transfer permit title from FHWA to Jefferson County. The obligations include riparian tree planting, monitoring of vegetation and wetland mitigation establishment, and monitoring of Engineered Log Jam performance.

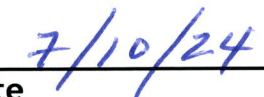
Fiscal Impact/Cost Benefit Analysis: FHWA will provide \$165,000 through this agreement for post-construction permit obligations.

Recommendation: Public Works recommends the Board execute the Grant Agreement with WFLHD by signing and returning the one original to Public Works. A fully executed copy will be returned to the Board after execution by WFLHD.

Department Contact: Mark Thurston, P.E., Project Manager, 385-9210.

Reviewed By:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: U.S. Department of Transportation / Federal Highway Administration

Contract No: PW 2024-078

Contract For: Upper Hoh River Road Phase 2

Term:

COUNTY DEPARTMENT:	Public Works
Contact Person:	Mark Thurston, Chris Spall
Contact Phone:	Ext. 210, Ext. 208
Contact email:	mthurston@co.jefferson.wa.us, cspall@co.jefferson.wa.us

AMOUNT: \$165,000

Revenue: 33320.22000

Expenditure: 59500.10

Matching Funds Required: yes

Sources(s) of Matching Funds WSDOT Toll Credits

Fund #

Munis Org/Obj

PROCESS:

☐	Exempt from Bid Process
☐	Cooperative Purchase
☐	Competitive Sealed Bid
☐	Small Works Roster
☐	Vendor List Bid
☐	RFP or RFQ
☒	Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒

Mark Thurston
Signature

7-2-24
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒

Mark Thurston
Signature

7-2-24
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):



Electronically approved by Risk Management on 7/3/2024.
Federal grant agreement - cannot change.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):



Electronically approved as to form by PAO on 7/4/2024.
State language - cannot change.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

- | | | |
|---|--|--|
| 1. Award No.
6905672440004 | 2. Effective Date
See Block 17 | 3. CDFA No.
20.224 |
| 4. Awarded To
Jefferson County, Washington
623 Sheridan Street
Port Townsend, WA
98368- 2439

UEI: PC7MRLYLNGD5
DUNS No.: 179278197 | | 5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Federal Lands Highway Division |
| 6. Period of Performance
From Effective date to May 1, 2027 | 7. Total Amount
Federal Share: \$165,000
Recipient Share: <u>\$0</u>
Total Value \$165,000 | |
| 8. Type of Agreement
Grant | 9. Authority
23 U.S.C. Section 204 | |
| 10. Procurement Request No.
HFLWCA240017PR | 11. Funds Obligated
\$165,000 | |
| 12. Submit Payment Requests To
See "Payment" clause in General Terms and Conditions | 13. Payment Office | |
| 14. Accounting and Appropriation Data

1517532013020 531.CE.V200.53 1753000000 41012 | | |
| 15. Description of Project

Upper Hoh River Road Phase 2, WA JEFF 91420(1) | | |
| 16. Jefferson County | 17. Federal Highway Administration | |

Signature **Date**
Name: Kate Dean
Title: Chair, Board of Commissioners

Signature **Date**
Name: Angy Liljedahl
Title: Agreement Officer

Approved as to form only:

 July 4, 2024

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

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SECTION A - PROGRAM DESCRIPTION

1. STATEMENT OF PURPOSE

The purpose of this agreement is to 1) transfer ownership of all Regulatory permits to Jefferson County for post-construction obligations and 2) complete 3-years of maintenance and monitoring requirements under the following Permits:

- US Army Corps of Engineers Permit NWS-2015-229
- Washington Department of Fish and Wildlife HPA 2018-6-192+02
- Washington Department of Ecology Water Quality Certification Order 15772
- Washington Department of Natural Resources Aquatic Lands Lease 51-096399

2. LEGISLATIVE AUTHORITY

23 U.S.C. Section 204.

3. PROJECT BACKGROUND AND SCOPE

The Upper Hoh River Road (UHRR) Phase 2 project developed and implemented cost-effective, long-term bank stabilization solutions along segments of UHRR in western Jefferson County, Washington. UHRR serves as the only access for residents, businesses, Olympic National Park (ONP) and the Hoh Rainforest Visitor Center from US 101. The purpose of the improvements is to provide safe and consistent access to residents, businesses, and Olympic National Park (ONP) visitors via UHRR. The project includes construction activities at five locations along Upper Hoh River Road. The banks of the Hoh River were stabilized between milepost (MP) 3.6 and 3.8, at MP 4.0 to 4.4, and MP 7.5. In addition, the Tower Creek Bridge at MP 7.3 was replaced, the Canyon Creek culvert at MP 10.5 was replaced with a bridge and a failing culvert at MP 4.38 was replaced with an aquatic organism passage (AOP) box culvert. These replacements stabilize adjacent riverbanks, reduce potential for flooding and road damage, and improve fish habitat. Bank stabilization along UHRR consists of Engineered Log Jams (ELJs) that are composed of large logs, woody brush, riprap, and concrete Dolosse.

Regulatory permits obtained to facilitate the construction of the UHRR Phase 2 project conditioned long-term maintenance and monitoring obligations, upwards of fifteen (15) years post-construction. Construction was completed in 2023 and the (15) years post-construction obligations are scheduled to begin in 2024. FHWA is still under permit for Clean Water Act Section 404/401, Washington Hydraulic Project Approval and Washington Department of Natural Resources Aquatic Lands Lease. This agreement provides funding to transfer the permits to Jefferson County and support project requirements conditioned by regulatory permits for 3 years. Jefferson County will then be required to maintain the permits for the remaining lifespan and perform all obligations associated with the Permits.

4. STATEMENT OF WORK

This agreement provides funding for work including: project management, planting (plant material, transporting, labor and equipment), vegetation maintenance and monitoring, Engineered Log Jam (ELJ) maintenance and performance monitoring and reporting and signage. The work must be completed in accordance with permits and in cooperation with local landowners and County laws and regulations.

A. Environmental Compliance

1. Transfer Permits

Coordinate with FHWA and Regulatory Agencies to transfer permits to Jefferson County, Washington.

2. Tree Planting

Install trees according to the Table 1 and per the Plans as shown in Attachment A:

Table 1: Upper Hoh River Road Planting

UPPER HOH RIVER ROAD PLANTING TABLE				
RIPARIAN TREE AND SHRUB PLANTING DENSITIES				
Site	Common Name	Scientific Name	Plant Size	Quantity
Canyon Creek	Pacific Willow	<i>Salix lucida</i>	Live Stake	50
	Scouler's Willow	<i>Salix scouleriana</i>	Live Stake	50
	Black Cottonwood	<i>Populus balsamifera</i>	Live Stake	25
	Big Leaf Maple	<i>Acer macrophyllum</i>	2-gallon	25
	Western Hemlock	<i>Tsuga heterophylla</i>	2-gallon	20
	Sitka Spruce	<i>Picea sitchensis</i>	2-gallon	20
Tower Creek	Pacific Willow	<i>Salix lucida</i>	Live Stake	50
	Scouler's Willow	<i>Salix scouleriana</i>	Live Stake	50
	Black Cottonwood	<i>Populus balsamifera</i>	Live Stake	25
	Big Leaf Maple	<i>Acer macrophyllum</i>	2-gallon	25
	Western Hemlock	<i>Tsuga heterophylla</i>	2-gallon	20
	Sitka Spruce	<i>Picea sitchensis</i>	2-gallon	20
Box Culvert MP 4.4	Pacific Willow	<i>Salix lucida</i>	Live Stake	25
	Red Alder	<i>Alnus rubra</i>	2-gallon	10
ELJs MP 3.5-4.4	Western Hemlock	<i>Tsuga heterophylla</i>	2-gallon	50
	Sitka Spruce	<i>Picea sitchensis</i>	2-gallon	50
	Red Alder	<i>Alnus rubra</i>	2-gallon	50
	Big Leaf Maple	<i>Acer macrophyllum</i>	2-gallon	50

3. Vegetation Maintenance and Monitoring

- 3.1. Provide Vegetation Maintenance and Monitoring of Compensatory Wetland Mitigation Site at MP 3.5 and Engineered Log Jams at MP 3.6 to 3.8, 4.0 to 4.4, and MP 7.5; and Canyon Creek Bridge, Tower Creek Bridge and AOP culvert at MP 4.38.
- 3.2. Maintenance and monitoring to be conducted in accordance with Attachment B; *"Operations and Maintenance Plan: Upper Hoh River Road Bank Stabilization and Culvert Replacement Project"* (February 2024).
- 3.3. Provide annual maintenance for three (3) years. Year 1 is calendar year 2024. Maintenance consists of noxious weed control, and may include mulching, fertilizing, supplemental watering, browse control, maintaining access, correcting erosion or sedimentation problems, vandalism repair or litter pickup.

4. Engineered Log Jam (ELJ) Maintenance and Performance Monitoring

- 4.1 Provide inspection and reporting in years 1 thru 3 in accordance with Performance Standard 4 (damage or movement of ELJ components) from "Attachment B; *"Operations and Maintenance Plan: Upper Hoh River Road Bank Stabilization and Culvert Replacement Project"* (February 2024).
- 4.2 Provide inspection and reporting for years 1 thru 3, in accordance with Performance Standard 5 (ELJ Wood Recruitment) from Attachment B; *"Operations and Maintenance Plan: Upper Hoh River Road Bank Stabilization and Culvert Replacement Project"* (February 2024).
- 4.3 Provide inspection and reporting for years 1 thru 3 in accordance with Performance Standard 7 (Monitoring Streambed Composition) from Attachment B; *"Operations and Maintenance Plan: Upper Hoh River Road Bank Stabilization and Culvert Replacement Project"* (February 2024).
- 4.4 Provide inspection and reporting in years 1 thru 3 in accordance with Section 4.4 (Monitor Aquatic Organism Passage at MP 4.38 Culvert) from Attachment B; *"Operations and Maintenance Plan: Upper Hoh River Road Bank Stabilization and Culvert Replacement Project"* (February 2024).

5. Signage

5.1 Install two (2) navigation hazard warning signs. Post permanent signage at two locations, one location upstream of MP 8.0, one location upstream of MP 4.4 within County right-of-way facing and visible from the Hoh River. Provide pictures of installed signs.

5.2 Install one (1) FHWA-supplied informational Interpretive near MP 3.5 within County right-of-way. Provide pictures of installed signs.

5. DELIVERABLES

Task	Reference Paragraph	Delivery Due On or Before Date
A. POST CONSTRUCTION MEASURES		
1. TRANSFER PERMITS	4.A.1	December 20, 2024
2. SUPPLEMENTAL TREE PLANTING	4.A.2	March 1, 2026
3. VEGETATION MAINTENANCE AND MONITORING		
Annual vegetation maintenance of wetland mitigation, ELJs, Canyon Creek, Tower Creek, AOP culvert sites	4.A.3.1	March 1, 2027
Monitoring and reporting years 1 thru 3, of wetland mitigation, ELJs, Canyon Creek, Tower Creek, AOP culvert sites	4.A.3.2	March 1, 2027
4. MAINTENANCE AND PERFORMANCE MONITORING		
Annual inspection of ELJs for damage, movement or ELJ failure	4.A.4.1	March 1, 2027
Monitoring and reporting years 1 thru 3, ELJ performance (wood recruitment)	4.A.4.2	March 1, 2027
Monitoring and reporting years 1 thru 3, ELJ performance (streambed composition)	4.A.4.3	March 1, 2027
Monitoring and reporting years 1 thru 3 Aquatic Organism Passage at MP 4.38 Culvert	4.A.4.4	March 1, 2027
5. SIGNAGE		
Install two (2) navigation hazard warning signs	4.A.5.1	December 20, 2024
Install one (1) FHWA-supplied Interpretive sign	4.A.5.2	December 20, 2025

Note:

- The Recipient will submit a progress report with each request for reimbursement indicating dates covered, work that has been completed within the request for reimbursement coverage dates, and anticipated dates of major project milestones (i.e. survey completion, and construction completion).
- Submit electronic pdf files of all deliverables to FHWA.

6. KEY OFFICIALS

Government – FHWA/Federal Lands Highway Division

Contact: John Davis, Agreement Officer's Representative (AOR)

Voice: (360) 619-7939

Email: john.davis@dot.gov

Financial Contact: Genise Dance

Voice: (360) 619-7534

Fax: (360) 619-7945

Email: Genise.Dance@dot.gov

Recipient- Jefferson County, WA

Primary Contact

Name: Mark Thurston

Address: 623 Sheridan Street

City, State, Zip: Port Townsend, WA, 98368-2439

Telephone: (360) 385-9210

Email: mthurston@co.jefferson.wa.us

Fax: (360) 385-9234

Secondary Contact

Name: Eric Kuzma

Address: 623 Sheridan Street

City, State, Zip: Port Townsend, WA, 98368-2439

Telephone: (360) 385-9167

Email: ekuzma@co.jefferson.wa.us

Fax: (360) 385-9234

SECTION B – FEDERAL AWARD INFORMATION

1. TYPE OF AWARD

The planned award type is a Grant.

2. COST SHARING OR MATCHING

None

3. PERIOD OF PERFORMANCE

The period of performance for this Agreement is in accordance with Block 6 on page one of the Agreement.

4. DEGREE OF FEDERAL INVOLVEMENT

The FHWA does not anticipate substantial Federal involvement between it and the Recipient during the course of this project. The anticipated Federal involvement is facilitating permit transfers, communicating project updates, requesting deliverables and progress updates, providing general guidance, and processing invoices.

SECTION C - FEDERAL AWARD ADMINISTRATION INFORMATION

1. FEDERAL AWARD NOTICES

Only the AO can commit the FHWA. The award document, signed by the AO, is the authorizing document. Only the AO can bind the Federal Government to the expenditure of funds.

2. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

General terms, conditions, and governing regulations that apply to this agreement are available online at:

https://www.fhwa.dot.gov/cfo/contractor_recip/gtandc_generaltermsconditions.cfm

The online list dated March 6, 2015 of "GENERAL TERMS AND CONDITIONS FOR ASSISTANCE AWARDS" shall apply to the resulting award.

A. INDIRECT COSTS

This section is not applicable to this Agreement.

B. DATA RIGHTS

The Recipient must make available to the FHWA copies of all work developed in performance with this Agreement, including but not limited to software and data. Data rights under this agreement shall be in accordance with 2 CFR 200.315, Intangible property.

C. PERSONALLY IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information (PII) as defined at CFR Part 200.79 and 2 CFR 200.82 at will not be requested unless necessary and only with prior written approval of the AO with concurrence from the AOR.

D. AVAILABLE FUNDING

The cost of the work to be reimbursed by FHWA is Not to Exceed the amount in block 11 of the cover page, unless an amendment to the Agreement is made in writing and agreed to by both parties.

E. KEY PERSONNEL

This section is not applicable to this Agreement.

F. SUBAWARDS AND SUBCONTRACTS APPROVAL

The Recipient has been determined to have a procurement system that is approved and accepted by the Government, so are exempt from the requirements of 2 CFR §200.330.

G. ORDER OF PRECEDENCE

This section is not applicable to this agreement.

H. DESIGNATION AS RESEARCH OR NON-RESEARCH AGREEMENT

This agreement is designated as: NON-RESEARCH

I. CONFERENCE SUPPORT RESTRICTIONS

The Recipient must obtain written approval from the AOR prior to incurring any costs for conference support. See the definition of conference as contained in 2 CFR 200.432.

Food and beverage costs are not allowable conference expenses for reimbursement under this Agreement.

Note: Costs of meals are allowable as a travel per diem expense for individuals on travel status and pursuant to the Travel clause of this Agreement.

J. DISPUTES

The parties to this Agreement will communicate with one another in good faith and in a timely and cooperative manner when raising issues under this provision. Any dispute, which for the purposes of this provision includes any disagreement or claim, between the FHWA and the Recipient concerning questions of fact or law arising from or in connection with this Agreement and whether or not involving alleged breach of this Agreement, may be raised only under this Disputes provision.

Whenever a dispute arises, the parties will attempt to resolve the issues involved by discussion and mutual agreement as soon as practical. In no event will a dispute which arose more than three months prior to the notification made under the following paragraph of this provision constitute the basis for relief under this article unless FHWA waives this requirement.

Failing resolution by mutual agreement, the aggrieved party will document the dispute by notifying the other party in writing of the relevant facts, identify unresolved issues and specify the clarification or remedy sought. Within five working days after providing written notice to the other party, the aggrieved party may, in writing, request a decision from the AO. The AO will conduct a review of the matters in dispute and render a decision in writing within thirty calendar days of receipt of such written request. Any decision of the AO is final

and binding unless a party will, within thirty calendar days, request further review as provided below.

Upon written request to one level above the AO or designee, made within thirty calendar days after the AO's written decision or upon unavailability of a decision within the stated time frame under the preceding paragraph, the dispute will be further reviewed. This review will be conducted by one level above the AO. Following the review, all parties will be notified in writing. Such resolution is not subject to further administrative review and to the extent permitted by law, will be final and binding. Nothing in this Agreement is intended to prevent the parties from pursuing disputes in a United States Federal Court of competent jurisdiction.