

Exhibit C

Cost-Share

Agreement



U.S. Forest Service

FS Recovery Act Agreement No. 10-CS-11059702-092

CFDA No.: 10.687 (CIM)

Treasury Symbol. 129/01102 (CIM)

Job Code: CRTR0310

**RECOVERY ACT
CHALLENGE COST SHARE AGREEMENT NO.
10-CS-11059702-092**

**Between The
TOWN OF MAMMOTH LAKES
And The**

**UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE
PACIFIC SOUTHWEST REGION/INYO NATIONAL FOREST**

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Town of Mammoth Lakes, hereinafter referred to as Cooperator, and the United States Department of Agriculture Forest Service, Inyo National Forest hereinafter referred to as the U.S. Forest Service, under the provisions of the Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154 and the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. The attached, "Provisions for Grants and Agreements Awarded Under the American Recovery and Reinvestment Act of 2009," and the Office of Management and Budget's Federal Register Notice located at the back of the award document are incorporated and made a part of this award. The Cooperator should make themselves fully aware of their responsibilities under the Recovery Act as stated in the provisions.

PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to complete the final design, bid package preparation and administration of a contract for completion of the Lake Mary Bike Path Project in accordance with the following provisions and the incorporated Attachments. The FOREST SERVICE and the COOPERATOR have been working together in partnership to complete the Lake Mary Bike Trail for several years. The Lake Mary Bike Path provides an important recreation opportunity located on National Forest System Lands and within the municipal boundary of the Town of Mammoth Lake Boundaries. The COOPERATOR has completed a portion of the Lake Mary Bike Path and is currently contracting for the construction of a second portion of the bicycle lane/multipurpose path which runs contiguous to the Lake Mary Road, a FOREST SERVICE Highway. The COOPERATOR does not have sufficient funds to complete the project to Horseshoe Lake as originally planned. The FOREST SERVICE has received Economic Recovery Act Funds in the amount of Three Million and Thirty Thousand Dollars (\$3,030,000.00) for the Lake Mary Bike Path Completion Project.

The remainder of Recovery Act funds is identified to complete project components including remaining bike path construction and Lake Mary Bike Path signage and wayfinding. The COOPERATOR has Fifty Five Thousand Dollars (\$55,000) as non-federal fund match in Town of Mammoth Lakes Developer Impact Fee funds to contribute to the project.



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Under this agreement, COOPERATOR funds will be combined with Two Hundred Ten Thousand Dollars (\$210,000) from the Lake Mary Bike Path Completion Project to finalize design, prepare the contract bid package, and administer the construction contract for the remaining Bike Path construction components outlined in the "Agreements Financial Plan Short Form" for attached to this agreement. The FOREST SERVICE will assign the remaining Two Million and One Hundred and Seventy Thousand Dollars (\$2,170,000) to a Forest Service contract for completion of project components.

STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Municipal Boundary of the Town of Mammoth Lakes encompasses approximately 24 square miles of land of which 20 square miles are National Forest System Lands administered by the Inyo National Forest. The Mammoth Lake region is the most heavily used recreation area of the Inyo National Forest with substantially in excess of two million annual recreation visitor days occurring within 50 square mile area. Existing Class I and other trails including the Lake Mary Road Bike Path are critical to providing multi-modal pedestrian access to recreation facilities and amenities located on the National Forest. Trails provide access from lodging and camping facilities located within the Mammoth Lakes region (accommodating in excess of 35,000 people at one time) to trail heads, day use sites and other facilities. Completion of the Lake Mary Bike Path Completion Project will encourage and facilitate use of non-motorized transportation modes as well as mass-transit, thereby further reducing vehicle trips and resulting CO2 emissions in the Mammoth Region. Partnering with the COOPERATOR will provide safe access for bicyclists and pedestrians. The FOREST SERVICE has granted the COOPERATOR a 30 year special use permit to maintain trails and paths within the Town of Mammoth Lakes located on National Forest System Lands. Both the COOPERATOR and FOREST SERVICE have a shared interest in ensuring a seamless and unified trail by continuing to partner on its completion. Partnering with the COOPERATOR for completion of final project design, bid package preparation and contract administration will also address a FOREST SERVICE staffing shortage, provide for efficiencies in contract administration between the COOPERATOR's existing contract and the future FOREST SERVICE contract for completion of the project and allow the FOREST SERVICE to complete the project. Additionally, the FOREST SERVICE and COOPERATOR have an interest in ensuring continuity in design and construction between the project components designed and constructed under this agreement and the previously constructed components. In Consideration of the above premises, the parties agree as follows:

Town of Mammoth Lakes SHALL:

- A. **LEGAL AUTHORITY.** The Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.



- B. Complete design of trail segments, trailheads, staging areas, bridges, and bus stops, develop the project bid package and act as designated inspector for the resulting federal contract as detailed in the line item breakdown incorporated as "Lake Mary Bike Path Completion Project Detailed Cost Analysis" dated 1/5/2010. As designated inspector, the COOPERATOR will check contractor's performance for compliance with technical specifications, drawings, work schedules, and Labor Standards provisions of the contract; issue notices of noncompliance to the contractor when work is not being done or materials furnished are not in compliance with the contract; report to the FOREST SERVICE any refusal or failure by the contractor to comply with contract provisions, and maintain a project diary of all occurrences or developments which occur while the COOPERATOR is on the project. The location of the project is depicted in attached Figure titled "FS ARRA Segment" and project components are listed in the attached table "Lake Mary Bike Path Project Components."

The cost to the COOPERATOR of completing designs for trail segments, trailheads, staging areas, bridges, and bus stops, developing the project bid package and acting as designated inspector for the resulting federal contract is estimated to be approximately Two Hundred Sixty Five Thousand Dollars (\$265,000). The FOREST SERVICE will provide a total of Two-Hundred and Ten Thousand Dollars (\$210,000); any and all costs beyond the contributed Two-Hundred and Ten Thousand Dollars (\$210,000) will be borne by the COOPERATOR. The COOPERATOR may separately contract for completion of portions of the trail systems located on private lands under public easement to the Town of Mammoth Lakes.

The COOPERATOR has Town of Mammoth Lakes Development Impact Fees in the amount of Fifty-Five Thousand Dollars (\$55,000.00).

RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The FOREST SERVICE, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument.

As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of 3 years.

THE FOREST SERVICE SHALL:

- A. **PAYMENT/REIMBURSEMENT.** The U.S. Forest Service shall reimburse the Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed Two-Hundred and Ten Thousand Dollars (\$210,000) as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of the Cooperator's



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monthly invoice. Each invoice from the Cooperator shall display the total project costs for the billing period, separated by U.S. Forest Service and Cooperator share. In-kind contributions shall be displayed as a separate line item and shall not be included in the total project costs available for reimbursement. The final invoice shall display the Cooperator's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice shall include, at a minimum:

- 1) Cooperator name, address, and telephone number
- 2) U.S. Forest Service agreement number
- 3) Invoice date
- 4) Performance dates of the work completed (start & end)
- 5) Total invoice amount for the billing period
- 6) Statement that the invoice is a request for payment by 'reimbursement'
- 7) If using SF-425 signature is required.
- 8) Invoice Number, if applicable

The invoice shall be forwarded to:

USDA Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

A copy shall be sent to:

Jeff Marsolais
351 Pacu Lane, Suite 200
Bishop, CA, 93514
jmarsolais@fs.fed.us

- B. The FOREST SERVICE will retain final approval of all project components and actions.
- C. The FOREST SERVICE will be responsible for all actions taken to secure a contractor's compliance with any portion of federal contracts issued for this project, including issuance of Work Order or Suspend and Resume Work Order, and contract modifications.
- D. The FOREST SERVICE will submit a final bid package to the EROC for review and presentation for bid. Upon award of a project contract, the FOREST SERVICE will retain responsibility for review of inspections and other project reports submitted by the COOPERATOR and act as the project COR.



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

- A. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Peter Bernasconi - TOML Address: P.O. Box 1609 City, State, Zip: Mammoth Lakes CA 93546 Telephone: (760) 924-8989 (xt. 232) FAX: (760) 934-8606 Email: pbernasconi@ci.mammoth-lakes.ca.us	Name: Ray Jarvis Address: P.O. Box 1609 City, State, Zip: Mammoth Lakes CA 93546 Telephone: (760) 934-8989 (xt. 257) FAX: (760) 934-8606 Email: rjarvis@ci.mammoth-lakes.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Contact	U.S. Forest Service Administrative Contact
Name: Jeff Marsolais Address: 351 Pacu Lane, Suite 200 City, State, Zip: Bishop, CA 93514 Telephone: (760) 873-2515 FAX: (760) 873-2458 Email: jmarsolais@fs.fed.us	Name: Mary Glenn Address: 351 Pacu Lane, Suite 200 City, State, Zip: Bishop, CA 93514 Telephone: (760) 873-2438 FAX: 760) 873-2458 Email: mglenn@fs.fed.us

- B. **NON-LIABILITY.** The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.
- C. **NOTICES.** Any notice given by the U.S. Forest Service or the Cooperator will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Cooperator, at the Cooperator's address shown in the agreement or such other address designated within the agreement.

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



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- D. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. **ENDORSEMENT** Any Cooperator contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities.
- F. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for the Recipient to use the U.S. Forest Service Insignia on any published media, such as a webpage, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications prior to use of the insignia. For questions call 202-205-8333.
- G. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY.** The Cooperator agrees that any Cooperator employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the Cooperator has hereby willingly agreed to assume these responsibilities.
- Further, the Cooperator shall provide any necessary training to Cooperator employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The Cooperator shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- H. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.
- I. **DRUG-FREE WORKPLACE.**
- a. The Cooperator agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
- (1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - (2) Specify the actions the Cooperator will take against employees for violating that prohibition; and



(3) Let each employee know that, as a condition of employment under any instrument, he or she

(i) Must abide by the terms of the statement, and

(ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

b. The Cooperator agrees that it will establish an ongoing drug-free awareness program to inform employees about

(i) The dangers of drug abuse in the workplace;

(ii) Your policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation and employee assistance programs; and

(iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

c. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this instrument, whichever occurs first.

d. The Cooperator agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the agreement number of each instrument on which the employee worked. The notification must be sent to the Program Manager within ten calendar days after the Cooperator learns of the conviction.

e. Within 30 calendar days of learning about an employee's conviction, the Cooperator must either

(1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or

(2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.



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J. **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, 2000e-16), which prohibits discrimination on the basis of race, color, 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 (in education and training programs and activities); and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities.

The nondiscrimination statement that follows shall be posted in primary and secondary cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such cooperator's programs that are produced by the cooperator for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture (USDA) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (in education and training programs and activities), age, disability, or retaliation. (Not all prohibited bases apply to all programs.)

If the material is too small to permit the full statement to be included, the material will, at a minimum, include the statement, in print size no smaller than the text: "This institution is an equal opportunity provider."

To file a complaint alleging discrimination, write to:

USDA, Director, Office of Civil Rights,
1400 Independence Avenue, S.W.,
Washington, D.C. 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 users).

K. **ELIGIBLE WORKERS.** The Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this instrument.

L. **STANDARDS FOR FINANCIAL MANAGEMENT.**

1. Financial Reporting



The Cooperator shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

The Cooperator shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

The Cooperator shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The Cooperator shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. The Cooperator shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

The Cooperator shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

M. **OVERPAYMENT**. Any funds paid to the Cooperator in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the federal government. The following shall also be considered as a debt or debts owed by the Cooperator to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the Cooperator.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).



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Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

N. **REFUNDS.** Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to the Cooperator, authorized for use for a new agreement by the Cooperator, or waived by the Cooperator. A DUNS number and registration in the Central Contractor Registry (CCR) by the Cooperator may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to the Cooperator.

O. **INSTRUMENT CLOSEOUT.** The Cooperator shall close out the instrument within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to the Cooperator shall be immediately refunded to the U.S. Forest Service, including any interest earned.

Within a maximum of 10 days following the date of expiration or termination of this instrument, all financial performance and related reports required by the terms of the instrument shall be submitted to the U.S. Forest Service by the Cooperator.

If this instrument is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

P. **PROGRAM PERFORMANCE REPORTS.** The Cooperator shall monitor the performance of the agreement activities to ensure that performance goals are being achieved. Performance reports shall be submitted quarterly and in accordance with the attached award provision entitled, "Reporting and Registration Requirements Under Section 1512 of the Recovery Act."

Q. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS.** The Cooperator shall retain all records pertinent to this instrument for a period of no less than three years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The Cooperator shall provide access and the right to examine all records related to this instrument to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records shall be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.



Records for nonexpendable property acquired in whole or in part, with United States Federal funds shall be retained for three years after its final disposition.

The Cooperator shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

- R. **FREEDOM OF INFORMATION ACT (FOIA)**. Public access to agreement records shall not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).
- S. **PUBLIC NOTICES**. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperator is encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"This funding for this project was provided by the American Recovery and Reinvestment Act of 2009. USDA is working to implement provisions of the American Recovery and Reinvestment Act of 2009 (Recovery Act) to put Americans back to work and rejuvenate the nation's economy. The Recovery Act provided USDA with nearly \$28 billion in funding, of that, \$1.15 billion has been allocated to the Forest Service for project work in forest restoration, hazardous fuels reduction, construction and maintenance of facilities, trails, and roads, green energy projects and grants to States, tribes and private landowners."

The Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Cooperator is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

- T. **PROPERTY IMPROVEMENTS**. Improvements placed on National Forest System land at the direction of any of the parties, shall thereupon become property of the United States. These improvements shall be subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements of a similar nature. No part of this instrument shall entitle the Cooperator to any share or interest in the improvements, other than the right to use and enjoy the same under the existing regulations of the U.S. Forest Service.
- U. **CONTRACT REQUIREMENTS**. The U.S. Forest Service shall award contracts in all situations where their contribution exceeds 50% of the costs of the contract. If a Cooperator issues a contract, then it shall be awarded on a competitive basis.



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Additionally, federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this instrument where all or part of the funding is provided with U.S. Forest Service funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500.

V. OFFSETS, CLAIMS and RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable federal statute regulations and forest plans.

W. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this instrument.

X. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material shall, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

Y. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the Cooperator materially fails to comply with any term of the instrument, whether stated in a Federal statute or regulation, an assurance, the agreement, or elsewhere, the U.S. Forest Service may take one or more of the following actions:



- (1) Temporarily withhold cash payments pending correction of the deficiency by the Cooperator or more severe enforcement action by the U.S. Forest Service;
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (3) Wholly or partly suspend or terminate the current instrument for the Cooperator's program;
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available, including debarment procedures under.

Z. TERMINATION BY MUTUAL AGREEMENT. This instrument may be terminated, in whole or part, as follows:

- When the U.S. Forest Service and Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By 30 days written notification by the Cooperator to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Services determines that the remaining portion of the instrument will not accomplish the purposes for which the instrument was made, the U.S. Forest Service may terminate the instrument in its entirety.

Upon termination of an instrument, the Cooperator shall not incur any new obligations for the terminated portion of the instrument after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the Cooperator for the United States Federal share of the non-cancelable obligations properly incurred by the Cooperator up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

AA. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.



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BB. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

CC. MODIFICATIONS. Modifications within the scope of this instrument shall be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

DD. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of the last signature and is effective through **December 31, 2011** at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

EE. LIST OF ATTACHMENTS.

Attachment	Name
A	Forest Service Provisions for Grants & Cooperative Agreements
B	Financial Plan
C	Financial Plan Support
D	Time Schedule
E	ARRA Reporting
F	Project Components

FF. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

RAY JARVIS, Director of Public Works Town of Mammoth Lakes	Date
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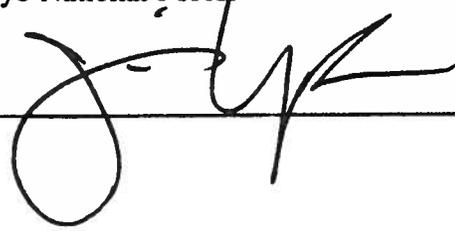
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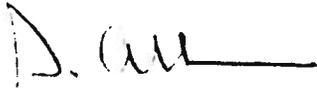
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	1/8/10
JIM UPCHURCH, Forest Supervisor, Inyo National Forest	Date
	1/8/10

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



01/06/2009

DAVE ALLASIA, U.S. Forest Service Grants &
Agreements Specialist

Date



U.S. Forest Service

FS Recovery Act Agreement No. 10-CS-11059702-092
CFDA No.: 10.687 (CIM)
Treasury Symbol. 129/01102 (CIM)
Job Code: CRTR0310

ATTACHMENT A: U.S. FOREST SERVICE PROVISIONS FOR GRANTS AND COOPERATIVE AGREEMENTS AWARDED UNDER THE AMERICAN RECOVERY AND REIMBURSEMENT ACT OF 2009

REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUBLIC LAW 111-5

(See Federal Register Vol. 74, No. 77, pg. 18449, dated April 23, 2009)

- (a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- (b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.
- (c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.
- (d) The recipient shall report the information described in section 1512(c) using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

Recipients shall submit cumulative reports to FederalReporting.gov no later than the tenth day following the end date of each quarter during the life of the award. End of quarter dates annually fall on the same date:

<u>End of Quarter Dates</u>	<u>Reporting Dates</u>
September 30	October 10
December 31	January 10
March 31	April 10
June 30	July 10

[END OF PROVISION]

ADDITIONAL REPORTING REQUIREMENTS

- (1) In cases where the recipient/cooperator receives 80% or more of its annual gross revenues in Federal awards; and \$25 million or more in annual gross revenue from Federal awards, the



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recipient/cooperator must report the names and total compensation of the five most highly compensated officers of the company.

(2) In cases where the recipient/cooperator is owned by another entity, the recipient/cooperator must provide a unique identifier of the parent entity.

[END OF PROVISION]

RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUB-RECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5)(Recovery Act) as required by Congress and in accordance with 2 CFR 215, subpart ___. 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office

[END OF PROVISION]

WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009



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a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

[END OF PROVISION]

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS— SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) Definitions. As used in this award term and condition—

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.



(b) Domestic preference.

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act)(Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this term and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate "none"]

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this term and condition if the Federal government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery



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Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:



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FOREIGN AND DOMESTIC ITEMS COST COMPARISON

Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site.]

[END OF PROVISION]

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS)—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

When awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that involves iron, steel, and/or manufactured goods materials covered under international agreements, the agency shall use the following award term:

(a) Definitions. As used in this award term and condition—

“Designated country” --

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

“Designated country iron, steel, and/or manufactured goods” --

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.



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"Domestic iron, steel, and/or manufactured good" --

- (1) Is wholly the growth, product, or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

"Foreign iron, steel, and/or manufactured good" means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Iron, steel, and manufactured goods.

(1) This award term and condition implements

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this term and condition.

(3) The requirement in paragraph (b)(2) of this term and condition does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate "none"]



(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this award term and condition if the Federal government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured goods is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph(b)(4) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods; (B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods.. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).



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(3) Unless the Federal Government determines that an exception to the section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON

Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response, if oral, attach summary.]
[Include other applicable supporting information.]
[* Include all delivery costs to the construction site.]

[END OF PROVISION]

Total (f+g) = (h)	Reimbursable Amount = Total actual cost incurred to date (sum of cost elements from the Cooperator's invoice as prescribed in agreement provisions (f) minus any previous Forest Service payments, not to exceed the subtotal amount listed in column (b).)															
<p>2. Cost Analysis: Use the following section to show additional information that supports the lump sum figures provided above. The following Cost Analysis boxes, (a)-(d), should provide a cost analysis of the corresponding matrix columns, (a)-(d), above, e.g. matrix column (a) FS Non-Cash Contribution should be analyzed under block (a), below, and matrix column (b) In-Kind Contribution should be analyzed under block (b), below, etc. Furthermore, each cost analysis box, below, should have clear labels indicating which cost element, above, that is being analyzed, e.g. 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.</p>																
Column (a)	FS Non-Cash Contribution															
Column (b)	FS Obligation to Pay Coop.															
Column (c)	Coop. Non-Cash Contribution															
Column (d)																

<p>Coop. In-Kind Contribution</p>					
<p>3. Instructions: Use this form in conjunction with ID 1508.11-2007-1.</p>					
<p><i>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.</i></p>					
<p>(a) Forest Service Non-Cash Contributions: Forest Service employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Forest Service indirect cost (overhead) is also included in this column. All the costs listed here are an expense to the Forest Service.</p>					
<p>(b) Forest Service Obligation to Pay Cooperator Expenses: This is the maximum Forest Service funding to be obligated under the agreement for advance or reimbursement of the Forest Service share of cooperator expenses. This is an expense to the Forest Service.</p>					
<p>(c) Cooperator Non-Cash Contributions: Cooperator employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Cooperator indirect cost (overhead) is also included in this column. All the costs listed here are an expense to the Cooperator.</p>					
<p>(d) Value of Cooperator In-Kind Contributions: Cooperator non-cash contributions provided toward completion of the project for which the Cooperator has incurred no expense. These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.</p>					
<p>(e) Total Project Value: The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.</p>					
<p>Burden Statement</p>					
<p>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-New. The time required to complete this information collection is estimated to average XX minutes/hours 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.</p>					

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 20250-6410 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

Mammoth Lakes Bike Path Completion Project Detailed Cost Analysis 1/5/2010

USFS Agreement No:

10-CS-11059702-092

COOPERATOR Preparation of Plans, Specifications, and Estimate (PS&E)

	Hourly cost	Hours	Total cost
Assistant Engineer (s)	\$ 57.91	424	\$ 24,556
Senior Public Works Inspector	\$ 57.91	0	\$ -
Principal Planner	\$ 81.84	8	\$ 655
Senior Civil Engineer	\$ 76.65	100	\$ 7,665
Public Works Director	\$ 110.72	20	\$ 2,214
PS&E Staffing Subtotal			\$ 35,000

Triad Contract

	\$ 95,000
Total PS&E	\$ 130,000

COOPERATOR Construction Engineering (CE)

	Hourly cost	Hours	Total cost
Assistant Engineer (s)	\$ 57.91	536	\$ 53,281
Senior Public Works Inspector	\$ 57.91	500	\$ 41,699
Principal Planner	\$ 81.84	4	\$ 982
Senior Civil Engineer	\$ 76.65	220	\$ 19,623
Public Works Director	\$ 110.72	30	\$ 4,429
CE Staffing Subtotal			\$ 120,000

Material Consultant QA Contract

	\$ 15,000
Total CE	\$ 135,000

COOPERATOR Project Total \$ 265,000

FOREST SERVICE IN-Kind Project Oversight

	Hourly cost	Hours	Total cost
Assistant Forest Engineer (s)	\$ 50.56	160	\$ 8,090
Assistant Foret Recreation Staff Officer	\$ 50.56	80	\$ 4,045
District Recreation Staff Officer	\$ 42.41	40	\$ 1,696
Deputy District Ranger	\$ 45.30	40	\$ 1,812

FOREST SERVICE IN-Kind Project Total \$ 15,643







This attachment provides guidance on critical data entry elements for reporting on www.FederalReporting.gov. Data must be entered exactly as shown because incorrect entries will affect the agency's ability to locate the records.

Award type	Grant
Award No	XX-XX-110X9702-XXX ¹
Funding Agency Code	12C2
Awarding Agency Code	12C2
Program Source (TAS) Code	12-1118 or 12-1102 ²
Gov't Contracting Office Code	9702
Award Date	See Note 3
Primary Place of Performance	See Note 4
NAICS/NTEE-NPC Code	See Note 5

1. **Award Number:** This is the Government identifying number for the award document. It is found on the first page of the award letter, and will always cite 9702 to identify the Southwest Forest Service EROC office making the award. This field will change to reflect respective EROC, for recipients working with multiple Centers.

For a Supplemental Project Agreement (SPA) awarded under a Master Agreement, please note that the award number MUST be shown as the SPA number on your award document – not the Master Agreement number.

2. **Program Source Code:** CFDA No. 10.687 always goes with TAS Code 12-1102 and 10.688 is aligned with 12-1118. You can generally find your CFDA and TAS number in the header on all award documents. The TAS will be referred to as Treasury Symbol in award documents.

3. **Award date:** This is always the date of the last signature on the award document.

4. **Primary Place of Performance:** This is the town and ZIP code closest to the performance site.

5. **NAICS/NTEE-NPC Code:** This code identifies the nature of work performed under the instrument, and is generally one, or more of the following:

NAICS Code	
113210	Forest Nurseries and Gathering of Forest Products
115112	Soil Preparation, Planting, and Cultivating
115310	Support Activities for Forestry
541370	Surveying and Mapping
541620	Environmental Consulting Service
541690	Other Scientific and Technical Consulting Services
562910	Remediation Services
813312	Environment, Conservation and Wildlife Organizations
921150	American Indian and Alaska Native Tribal Governments
924120	Administration of Conservation Programs
NTEE-NPC Code	
C32	Water Resources, Wetlands Conservation & Management
C34	Land Resources Conservation
C36	Forest Conservation
M24	Fire Prevention
O52	Youth Development – Agricultural
U05	Research Institutes & Public Policy Analysis
Z99	Not Elsewhere Classified





Sign Number	Sign Type	Panel Layout
1 TEP_001	Type 2	Dual
2 TML_4.47	Type 2	Dual
3 TML_0.33	Type 4/6	Dual
4 TML_1.07	Type 4/6	Dual
5 TML_2.52	Type 4/6	Single
6 TML_3.04	Type 4/6	Dual
7 TML_3.19a	Type 4/6	Single
8 TML_3.81	Type 4/6	Dual
9 TML_4.68b	Type 4/6	Single
10 TTL_1.40a	Type 4/6	Dual
11 TML_4.68a	Type 6	Dual
12 TTL_1.40b	Type 6a	Single

