

COPY



Resolution No. 2001-972

A RESOLUTION AUTHORIZING THE CITY MANAGER TO FINALIZE AND ENTER INTO AN AGREEMENT WITH THE U.S. FISH AND WILDLIFE SERVICE (FWS) TO ALLOW THE CITY TO PARTICIPATE IN THE VISITOR CENTER PROJECT AT THE TUALATIN VALLEY WILDLIFE REFUGE.

WHEREAS, the City has participated with the Refuge to begin the master planning of the visitor center; and

WHEREAS, the City has allocated staff time to participate in this project; and

WHEREAS, The U.S. Fish and Wildlife Service and the City of Sherwood share a common interest and are working together to develop the Tualatin River National Wildlife Refuge as a preserve of green space for fish and wildlife where future generations of people can take part in outdoor recreation, resource interpretation, and leave an educational legacy for their children;

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

The City Manager is authorized to enter into an agreement with FWS to support the construction of the Visitor Center and Public Access to the Refuge.

Duly passed by the City Council this 26th day of June 2001.

Keith S. Mays, Council President

ATTEST:

C.L. Wiley, Recorder

**SCOPE OF WORK
VISITOR FACILITIES ARCHITECTURE/ENGINEERING
FOR
TUALATIN RIVER NATIONAL WILDLIFE REFUGE
SHERWOOD, OREGON**

PROJECT OBJECTIVES

The project will include a visually-coordinated package of site and building designs that are historically, culturally, and visually appropriate to the refuge. The proposed facilities will provide a quality visitor interpretive experience from the parking area into the Wildlife Visitor Center, and will provide quality educational facilities for the refuge's environmental education program.

PROJECT DESCRIPTION

- A. The project is located along Oregon Highway 99W at milepost 14 and along Elsner road just south of Shamburg bridge. The scope of work includes conceptual master planning for the wildlife visitor center/refuge headquarters building, environmental education shelter with public restrooms, wayside exhibits, outdoor education study sites, orientation/information kiosks, river overlook, river access fishing area, interpretive trails with boardwalk, parking area, and landscaping.
- B. Construction of vehicular access to the site is being designed by Western Federal Lands Highway Administration (WFLHWA). This project must "match" to the two new highway accesses and entry roads that WFLHWA is designing for Highway 99W and Elsner road.
- C. The preliminary scope of work developed by the Fish and Wildlife Service includes the following information:
 - 1. **Wildlife Visitor Center/Refuge Headquarters**
To facilitate staffing and minimize costs, the public use Wildlife Visitor Center and staff use Refuge Headquarters will be a combined facility constructed on the Steinborn unit of the Tualatin River National Wildlife Refuge. The building should accommodate the following functions and relationships:

<i>Use</i>	<i>Aprox. Square Feet</i>	<i>Comments</i>
Interior Spaces		
<i>Lobby</i>		
Entrance door, information desk, brochure rack, seating for visitors	200sf	View to sales area
<i>Exhibit Area</i>		
Exhibits and area to view wetlands	1500sf	Access from lobby

<i>Co-op Sales Area</i>		
Sales counter for 1 volunteer, shelving, securable from lobby, securable storage	400sf	Adjacent to lobby
<i>Offices</i>		
Project Leader	200sf	Private office
Refuge Manager	180sf	Private office
Administrative Assistant	200sf	Private office
Biologist	140sf	Private office
Outdoor Recreation Planner	140sf	Private office
Law Enforcement Officer	140sf	Private office
Volunteer Coordinator	140sf	Private office
Teacher Prep. Room (2 desks)	180sf	Private office, near e.e. classroom
Partner Offices (3)	140sf each	Adjacent to refuge offices
<i>Conference Room</i>		
Accommodate 30 people at tables	700sf	Near offices
<i>Environmental Education</i>		
2 Classrooms for 30 students at tables	700sf each	
Work space and storage for e.e. classes	200sf	Near e.e. classrooms
<i>Environmental Education Storage</i>		
Program materials and equipment	150sf	Near e.e. classrooms
<i>Staff Restrooms</i>		
2 unisex for staff use, one with shower	80sf each	Near staff entrance, not public accessible
<i>Program Auditorium</i>		
Capacity up to 60 people	1500sf	Access from lobby
<i>Staff Mud Room</i>		
For muddy boats, coats, lockers, bulletins	100sf	Inside staff entrance
<i>Public Restrooms</i>		
Separate men's and women's Each with 3 toilets, 2 sinks minimum.	300sf each	Near lobby, accessed by e.e. classroom
<i>Kitchen/Lunch Area</i>		
Table and chairs for 10, sink, cabinets, microwave, refrigerator	200sf	Near offices

<i>Communications Room</i>		
Copy machine, fax, files, bulletin board, cabinets, paper, brochures, office supplies	200sf	Near offices
<i>Documents Library Room</i>		
Work space for 1 desk	200sf	Near offices
<i>Storage Room</i>		
General storage	200sf	Near offices
<i>Secure Storage Room</i>		
No windows, safe, gun cabinet, storage for cameras, scopes, binoculars, lockable room	80sf	Near offices
<i>Mechanical Room</i>		
Furnace, water heater, electrical box	80sf	Near offices
<i>Janitorial Room</i>		
Floor drain, hot and cold water spigots, cleaning supply and equipment storage	80sf	Not accessible to public
Total Area	9690 sf	

Exterior Spaces Adjacent to Wildlife Visitor Center

<i>Entry Plaza</i>		
Provide sense of arrival and gathering area	400sf aprox.	In front of building
<i>Environmental Education Patio</i>		
Provide outdoor classroom for 30 students at picnic tables	400sf aprox.	Near e.e. classrooms, overlooking wetlands
<i>Viewing Deck</i>		
Provide extended outside viewing with shelter from rain, species identification, scopes	400sf aprox.	Overlooking wetlands Accessible from auditorium

Additional Requirements/Considerations:

- a. The building should be air-conditioned with natural ventilation also provided.
- b. A service entrance for deliveries and staff entry should be provided that is not in view from the visitor entrance and parking lot.
- c. All work shall comply with the National Fire Code and the Life Safety Code as written by the National Fire Protection Association and be fully accessible.

2. **Environmental Education Shelter with Public Restrooms**

The environmental education shelter will be used as an outdoor classroom and accommodate up to 60 students at picnic tables. Electricity and water should be provided for lighting, a sink, and a drinking fountain. Public Restrooms will be used by the e.e. class and by the general public, so they should be accessible from the outside of the building. Separate men's and women's restrooms with 4 toilets and 3 sinks minimum should be provided.
3. **Orientation/Information Kiosk**

The kiosk will be the visitor's first contact with the Refuge. It will provide basic information and services and will be open at times when the Wildlife Visitor Center is closed. It should provide a covered space where 10 visitors can view interpretive panels and where brochures can be kept out of the rain. It should be approximately 400sf.
4. **Wildlife Observation and Interpretive Trail**

Facilities should maximize opportunities for firsthand wildlife viewing and provide visitors with information that will enhance their knowledge and appreciation of wildlife and habitats in the Tualatin River Valley. An interpretive trail, connected to the Wildlife Visitor Center and the Environmental Education Shelter will extend toward the Tualatin River and then loop back around restored wetlands. Due to wetlands and the necessity for resource protection, portions of the trail will be on a boardwalk. A preliminary trail location with interpretive stops is included. This trail shall incorporate several outdoor study stations and a river overlook.
5. **Boat Launch, Fishing Access, Road, and Parking off Elsner Road**

Boat launch facilities include an access road off Elsner Road, parking for 10 vehicles, an information kiosk, a trail, river boat launch to the Tualatin River, accessible fishing facilities, security gate, and restrooms. Vehicle access must accommodate vehicles pulling trailers. The access road off Elsner road is currently in the early stages of design by Western Federal Lands Highway Division in coordination with Oregon Department of Transportation.
6. **Wayside Interpretive Exhibits (3 Sites)**

Waysides will consist of pull-offs along existing public roadways to accommodate 1-2 vehicles and a panel for interpreting refuge resources. Sites include Elsner Road, the Dennis Property, and Rock Creek.
7. **Architectural Style**

All structures and site work must be designed to fit into the landscape and historical context of the surrounding area. The site and area's agricultural past is rapidly being replaced by urban sprawl. It may be desirable to perpetuate an agricultural architectural style as a reference to a disappearing lifestyle that was intimately interconnected with the land.

8. **Highway 99W Access Road and Parking**

An access road from Highway 99W to parking lots will be constructed to support visitor use on the site. The access road off 99W is currently in the early stages of design by Western Federal Lands Highway Division in coordination with Oregon Department of Transportation. Their consideration for safety will determine where the access road will enter the site. Parking for visitor use must be designed to match to this new access. The access road should be a bituminous-surfaced route 24'-0" wide with 4'-0" gravel shoulders, maximum 4:1 side slopes with ditching, and culverts as required. A service entrance to the Wildlife Visitor Center and staff parking for 14 vehicles is required. Four of these parking stalls will require security. The staff parking lot should be physically and visually separated from general public parking facilities.

The Wildlife Visitor Center parking lot should accommodate 70 cars and 5 buses/RVs. Other design criteria for this parking lot include:

- a. Drop-off/unloading area for cars and buses
- b. Bicycle rack
- c. Appropriate accessible parking
- d. Directional signs
- e. Lighting
- f. Hard surface walks to center and orientation/information kiosk

The Environmental Education Shelter lot should accommodate 2 buses/RVs and up to 50 cars. It can be enlarged for an overflow parking area if there is not sufficient area at the Wildlife Visitor Center parking lot to accommodate the desired number of vehicles. Other design criteria for this parking lot include:

- a. Drop-off/unloading area for buses
- b. Bicycle rack
- c. Appropriate accessible parking
- d. Directional signs
- e. Lighting
- f. Hard surface walks to Environmental Education Shelter, restrooms, and interpretive trail

9. **Site Work**

Bioswales and porous paving will be used to hold water on the site and to treat runoff before it enters the wetlands. These will be interpreted features as well. Native vegetation will be planted to show visitors what the area looked like originally. All plant material must be native species. Investigations with local jurisdictions and authorities for scoping potable water sources and waste water treatment or disposal facilities will be required. Two deep domestic wells exist on site.

10. **Requirements and Reviews**

Investigations with local jurisdictions and authorities for scoping and preparing applications for obtaining necessary regulatory permits will be required.

11. **Phasing**
Due to funding, construction for the project will be done in two phases. The first phase will include access roads, Environmental Education Shelter with restrooms, orientation/information kiosks, associated parking lots, trails, wayside exhibits, outdoor study sites, river overlook, and river access fishing area. The second phase will consist of the Wildlife Visitor Center and associated parking and walks to connect it with facilities constructed in the first phase.
12. **Construction Estimate**
(See Attachment)
13. **A site scoping visit will not be included.**
14. **The Contracting Officer's Technical Representative is Mari Jilbert, Division of Engineering.**

Answers to Questions Regarding Additional Facility Needs

- 1. Due to the limited space available at Steinborn, Chris and I feel that maintenance operations and facilities will likely remain at the Dennis parcel of the refuge.*
- 2. As indicated above (highway access road and parking) a service entrance and staff and Service vehicle parking lot for 14 vehicles will be required. Four of these stalls shall be assigned to Service vehicles and will require security. The parking lot should be separated from general public parking facilities.*
- 3. Three locking gates (two w/ some type of foot traffic turnstile) will be necessary at Steinborn. Two would replace existing gates located at Service road heads accessing the west lateral water delivery dike and north road heading towards the river. A new third gate somewhere off 99W should be installed to secure the entire facility when the refuge is closed (timed and electric operated). A new gate will be required along the new access road heading towards the river access fishing area (timed and electric operated).*
- 4. The refuge would be open 7 days a week during daylight hours (dawn to dusk). All facilities should be accessible per hours and days of operation as noted above with exception of the Wildlife Visitor Center. At this point, I don't have a clue as to what the hours of operation would be for the Center. This would depend larger on refuge staff and volunteer availability.*
- 5. Trails or portions of trails would be seasonally operated with closure periods likely extending from October 1 through April 30. They should be designed in an attempt to support year-round use whenever possible. However, they should not compromise a quality wildlife viewing experience for all visitors or compromise the refuge system mission and Tualatin's purpose for establishment as prescribed and mandated under our wildlife first policy stepped down from the Refuge Improvement Act.*

Tualatin River NWR			May 4, 2001
Cost Estimate			
Wildlife Center and Environmental Education Facilities			\$4,455,700
Interpretive Trail			\$710,500
River Access/Fishing Area off Elsner Road			\$391,407
Interpretive Waysides			\$31,000
	Subtotal		\$5,588,607
A&E planning and design services (10% of construction est)			\$558,861
Contingency, mobilization, inflation (20% of construction est)			\$1,117,721
	TOTAL		\$7,265,189
Wildlife Center and Environmental Education Facilities			
<i>Item</i>	<i>Unit</i>	<i>Amount Unit Price</i>	<i>Price</i>
Hwy. 99W & Elsner Rd. access roads & parking (FHWA #2)	est		\$1,181,000
Wildlife Center and Environmental Education Facilities	sf	10,000	\$250.00
Utility service to site	est		\$150,000
Utility distribution	est		\$50,000
Septic drain field	est		\$35,000
Sitework and grading	sy	10,000	\$6.00
Native landscaping	sf	120,000	\$1.50
Environmental education structure w/ public restrooms	sf	1,500	\$125.00
Sidewalks and plaza, concrete	sf	1,800	\$20.00
Walls	lf	200	\$100.00
Bike rack	ea	2	\$600.00
Lighting	ea	10	\$3,200.00
Picnic tables	ea	10	\$800.00
Temporary irrigation system	sf	75,000	\$0.20
	Subtotal		\$4,455,700
Interpretive Trail			
<i>Item</i>	<i>Unit</i>	<i>Amount Unit Price</i>	<i>Price</i>
Asphalt trail (HQ to river overlook) 6' wide, 3000' long	sy	2,000	\$35.00
Trail surface crushed aggregate, 5' width	sy	6,000	\$25.00
Benches at accessible rest stops	ea	5	\$600.00
Boardwalk through woods	lf	600	\$75.00
Bridges in woods	allow	2	\$65,000.00
Outdoor ed. study sites w/ decks & 3 picnic tables each	allow	3	\$15,000.00
Photo blind	sf	100	\$125.00
River overlook	allow	1	\$85,000.00
Signage (directional)	each	6	\$500.00
Bridge over Chicken Creek	allow	1	\$85,000.00
Entry gate (automatic, cantilever slide)	each	1	\$16,000.00

Orientation/information kiosk	sf	400	\$150.00	\$60,000
Native landscaping (mature) for trail screen	sf	300	\$20.00	\$6,000
Subtotal				\$710,500
River Access/Fully Accessible Fishing Area off Elsner Road				
Item	Unit	Amount	Unit Price	Price
Sitework and grading	sy	5,000	\$6.00	\$30,000
Entry gate (automatic, cantilever slide)	each	1	\$16,000.00	\$16,000
Construction of Boat Launch - subgrade	c.meters	1,260	\$14.50	\$18,270
Concrete boat ramp - est. 30 meters	c.meters	68	\$500.00	\$34,050
Visitor information kiosk	ls			\$17,000
Vault toilet facility	ls			\$30,000
Native landscaping	hectare	1	\$23,474.50	\$11,737
Walks and plazas	sf	450	\$35.00	\$15,750
Bike rack	ea	1	\$600.00	\$600
Trail to fishing pier & connector, 5' width crushed agg.	lf	1,900	\$25.00	\$47,500
Floating fishing pier (removable in winter)	sf	2,000	\$85.00	\$170,000
Signage (directional)	allow	2	\$500.00	\$500
Subtotal				\$391,407
Interpretive Waysides				
<i>At Elsner Rd., Dennis, and Rock Creek.</i>				
Item	Unit	Amount	Unit Price	Price
Roadside pulloff with acceleration/deceleration tapers	sf	1,600	\$5.00	\$8,000
Gravel parking with curb stops	sf	1,600	\$5.00	\$8,000
Information/interpretive sign board (approx. 10'w x 8'h)	ea	3	\$5,000.00	\$15,000
Subtotal				\$31,000

Tualatin River NWR				April 26, 2001
Centennial Legacy Cost Estimate				
Interpretive Trail				\$710,500
River Access/Fishing Area off Elsner Road				\$391,407
Interpretive Waysides				\$31,000
Subtotal				\$1,132,907
A&E planning and design services (10% of construction est)				\$113,291
Contingency, mobilization, inflation (20% of construction est)				\$226,581
TOTAL				\$1,472,779

Interpretive Trail

Assumes that trail is fully accessible to river overlook, including both environmental education study sites.

From that point most of the trail follows the road. The loop trail through the woods is gravel and boardwalk/bridge.

All pedestrian signage is included in EPIC's cost estimate.

Item	Unit	Amount	Unit Price	Price
Asphalt trail (HQ to river overlook) 6' wide, 3000' long	sy	2000	\$35.00	\$70,000
Trail surface crushed aggregate, 5' width	sy	6000	\$25.00	\$150,000
Benches at accessible rest stops	ea	5	\$600.00	\$3,000
Boardwalk through woods	lf	600	\$75.00	\$45,000
Bridges in woods	allow	2	\$65,000.00	\$130,000
Outdoor ed. study sites w/ decks & 3 picnic tables each	allow	3	\$15,000.00	\$45,000
Photo blind	sf	100	\$125.00	\$12,500
River overlook	allow	1	\$85,000.00	\$85,000
Signage (directional)	each	6	\$500.00	\$3,000
Bridge over Chicken Creek	allow	1	\$85,000.00	\$85,000
Entry gate (automatic, cantilever slide)	each	1	\$16,000.00	\$16,000
Orientation/information kiosk	sf	400	\$150.00	\$60,000
Native landscaping (mature) for trail screen	sf	300	\$20.00	\$6,000
TOTAL				\$710,500

River Access/Fully Accessible Fishing Area off Elsner Road

Item	Unit	Amount	Unit Price	Price
Sitework and grading	sy	5000	\$6.00	\$30,000
Entry gate (automatic, cantilever slide)	each	1	\$16,000.00	\$16,000
Construction of Boat Launch - subgrade	c.meters	1260	\$14.50	\$18,270
Concrete boat ramp - est. 30 meters	c.meters	68.1	\$500.00	\$34,050
Visitor information kiosk	ls			\$17,000
Vault toilet facility	ls			\$30,000
Native landscaping	hectare	0.5	\$23,474.50	\$11,737
Walks and plazas	sf	450	\$35.00	\$15,750
Bike rack	ea	1	\$600.00	\$600
Trail to fishing pier & connector, 5' width crushed agg.	lf	1900	\$25.00	\$47,500
Floating fishing pier (removable in winter)	sf	2000	\$85.00	\$170,000

Signage (directional)	allow	2	\$500.00	\$500
TOTAL				\$391,407
Interpretive Waysides				
<i>At Elsner Rd., Dennis, and Rock Creek</i>				
<i>This assumes that each wayside will include a large sign board. Sign boards do not include interpretive panels.</i>				
<i>Item</i>	<i>Unit</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Price</i>
Roadside pulloff with acceleration/deceleration tapers	sf	1600	\$5.00	\$8,000
Gravel parking with curb stops	sf	1600	\$5.00	\$8,000
Information/interpretive sign board (aprox. 10'w x 8'h)	ea	3	\$5,000.00	\$15,000
TOTAL				\$31,000

Tualatin Cost Estimate				April 26, 2001
Public Lands Highways Discretionary Cost Estimate				
Environmental Education Facilities				
<i>Item</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Subtotal</i>
Utility service to site	est			\$150,000
Utility distribution	est			\$50,000
Septic drain field	est			\$35,000
Sitework and grading	sy	10,000	\$6.00	\$60,000
Native landscaping	sf	120,000	\$1.50	\$180,000
Environmental Education Shelter w/ public restrooms	sf	1500	\$125.00	\$187,500
Sidewalks and plaza, concrete	sf	1800	\$20.00	\$36,000
Walls	lf	200	\$100.00	\$20,000
Bike rack	ea	2	\$600.00	\$1,200
Lighting	ea	10	\$3,200.00	\$32,000
Picnic tables	ea	10	\$800.00	\$8,000
Temporary irrigation system	sf	75,000	\$0.20	\$15,000
	Subtotal			\$774,700
A&E planning and design services (10% of construction est)				\$77,470
Contingency, mobilization, inflation (20% of construction est)				\$154,940
Hwy. 99W & Elsner Rd. access roads & parking (FHWA #2)	est			\$988,000
	TOTAL			\$1,995,110

Tualatin River Contract Interpretive Planning

Planning
Estimate

Interpretive Trail

The Interpretive Trail will begin at the Wildlife Center and proceed along the Tualatin River's edge of the Steinborn Unit, adjacent a riparian area near a permanent wetland, and continue along the Tualatin River and through the forest loop. Interpretation will focus primarily on the different fish and wildlife habitat communities and ecology of Tualatin River National Wildlife Refuge through two seasonal brochures which are being considered. These brochures can be picked up at the Wildlife Center or Information Kiosk when the Wildlife Center is closed. Photo blinds are also being considered along the trail, which will include interpretive points and techniques for basic photography. During open seasons visitors will have the opportunity to walk to the River Access / Fishing Area off of Elsner Road. No interpretation is being considered for this portion of the trail at this time.

Sub Total

\$7,190.00

Wildlife Center Visitor Contact Station (Kiosk)

The visitor experience begins as soon as they step out of the vehicle, step off the bus, lock up their bike or walk up the sidewalk. From the parking lot, visitors will be channeled to an orientation kiosk with basic information and maps to indicate what the visitor can do and why certain regulations are in place. This will be the visitor's initial point of contact offering basic supplemental information and interpretation for when the Wildlife Center is closed. The structure should not be overdone, or overbuilt. Visitors should not be overwhelmed with interpretive panels or text. It should be simple and complement the area as well as serve as a point of transition from the busy world behind them. Brochures can be made available to visitors who wish to bypass the Wildlife Center for the time being. The kiosk should hold a minimal amount of text and set the stage for what the visitor is about to experience. This will also be a good place to begin interpreting with some sort of question to provoke a sense of self-discovery. Clues along the way can be given to make use of all the senses to solve questions. These questions and answers would relate specifically to a central theme of the refuge.

Sub Total

\$ 9,720.00

River Access / Fishing Area Kiosk (Elsner Road)

The river access area is situated off of Elsner Road and will consist of a parking area, boat launch for non-motorized and possibly motorized watercraft, and access pier for fishing. This point will also serve as a trailhead for that end of the Interpretive trail. Note that from this point east for a certain distance, the trail is closed seasonally to migrating and wintering waterfowl and other marsh birds. Access to the photo blind, forest portion of the trail, riparian area, river and Wildlife Center can be reached during the open season. No interpretation is planned for this portion of the trail. Orientation panels, interpretive material, Water and River Safety, and fishing information panels are planned for this Kiosk.

Sub Total

\$ 2,840.00

Wayside Exhibits

Elsner Road, Onion Flats, and the Dennis Unit will contain interpretive material and associated support for visitors who are driving through these portions of the refuge. These interpretive exhibits could possibly utilize interactive exhibits which would revolve around the central refuge theme and also provoke a sense of self discovery to explore other areas of the refuge open for public use.

Sub Total \$3,720.00

Planning Total \$23,470.00

COOPERATIVE AGREEMENT
between the
U.S. FISH AND WILDLIFE SERVICE
and
CITY OF SHERWOOD, OREGON

FWS Agreement No.: 13600-1-J004
Charge Code: 13600-2952-E1AM
Amount Obligated: \$76,000.00
Recipient Tax Identification No.936002255

I. TYPE OF AGREEMENT:

- Grant
- Cooperative Agreement
- Private Lands
- Challenge Cost-Share
- Inter-Agency
- Intra-Agency

II. TYPE OF ORGANIZATION:

- State, Local or Indian Gov.
- Non-Profit Organization
- Higher Education Inst.
- Private Individual
- Business Organization
- Federal Agency

III. PARTICIPANTS:

City of Sherwood
20 NW Washington Street
Sherwood, Oregon 97140

U.S. Fish & Wildlife Service
Pacific Region
911 NE 11th Avenue
Portland, OR 97323

IV. PROJECT OFFICERS:

FWS Officer:

Ralph Webber
503 590-5811
ralph_webber@fws.gov

City of Sherwood Officer:

Name: John Morgan
Phone: 503 625-4200
Email: morganj@sherwood.or.us

FWS Project Manager:

Mari Jilbert
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mari_jilbert@fws.gov

City of Sherwood Project Manager:

Dave Wechner
503 625-4205
wechnerd@sherwood.or.us

Resolution 2001-972
June 26, 2001
Exhibit A (20 pgs)

V. PURPOSE/OBJECTIVE:

The U.S. Fish and Wildlife Service (Service) and the City of Sherwood (City) share a common interest and are working together to develop the Tualatin River National Wildlife Refuge (Refuge) as a preserve of open greenspace for fish and wildlife where future generations of people can take part in outdoor recreation, resource interpretation, and leave an educational legacy for their children. The purpose of this agreement is provide a working framework for hiring an architecture and engineering firm (A/E) and an interpretive firm to prepare a master plan for the Steinborn Unit of Refuge. This conceptual master plan is for visitor facilities that will include a wildlife visitor center/refuge headquarters with environmental education classrooms and interpretive exhibits, environmental education shelter with public restrooms, wayside exhibits, outdoor study sites, orientation/information kiosks, interpretive boardwalk trail, river overlook, river access fishing area, and parking facilities. This work will tie into the Highway 99W intersection and Elsner entry road that Western Federal Lands Highway Administration is designing.

The City agrees to provide a portion of the funding and financial/administrative support to hire and compensate the A/E firm. The Service agrees to provide a portion of the funding and technical assistance to direct the work of the A/E firm. The A/E scope of work is described in Exhibit "A," Tualatin River Visitor Facilities A/E Scope of Work. The Service also agrees to provide funding and technical assistance to direct the work of the interpretive firm. An interpretive firm contract interpretive planning document is referenced as Exhibit "C".

VI. AUTHORITY:

The Service enters into this agreement under the authority of Federal Cooperative Agreement Act 31 USC 6301-6308, Fish and Wildlife Coordination Act 16 USC 661 et seq., and National Wildlife Refuge System Administration Act of 1966 16 USC 668. It is the intent that the work performed through this agreement will benefit the public by providing facilities to support wildlife dependent outdoor recreation, an environmental education program for local schools and an interpretive facility for the general public. Currently there are no facilities to support public use on the refuge, and it is not open for public use. These facilities would allow the Service to open this portion of the refuge to the public in a way that is compatible with its wildlife and habitat conservation mission.

VII. FUNDING INFORMATION:

The City will provide \$115,000 in funding. An additional \$20,000 is estimated for in-kind financial administration services.

The Service will provide \$76,000 in funding. An additional \$22,000 is estimated for in-kind technical administration services. This funding will be used to hire the A/E firm. A/E costs are estimated at \$190,761 and are described in Exhibit "B."

The Service will also provide \$24,000 towards interpretive design for the project with an interpretive firm under separate contract, and \$14,000 is estimated for in-kind interpretive planning. This funding will be used to hire the interpretive firm. I costs are estimated at \$23,470 and are described in Exhibit "C".

Nothing herein shall be considered as obligating the Service to expend funds or otherwise obligate the Service for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this agreement.

VIII. TERM OF AGREEMENT:

This agreement will become effective upon the date of the last signature and will expire one year after that date.

IX. SPECIFIC OBLIGATIONS OF EACH PARTY:

The City and Service shall furnish the necessary personnel, materials and services, and do all things required to accomplish the following program objectives:

A. The Service will:

1. Prepare the A/E Scope of Work for the Project
2. Provide the use of existing A/E Services Contract
3. Provide technical assistance by assigning a Project Manager that will direct and oversee the work of the A/E firm and approve invoices for payment, an in-kind contribution of \$22,000
4. Provide funding in the amount of \$76,000
5. Prepare the Interpretive Plan and Scope of Work for the Project
6. Use an existing Interpretive Services Contract
7. Provide technical assistance by assigning an Interpretive Specialist that will direct and oversee the work of the Interpretive firm, an in-kind contribution of \$14,000
8. Provide funding in the amount of \$24,000

B. The City shall:

9. Provide financial administrative services and contract management assistance by hiring the A/E firm and paying all A/E invoices approved by the Project Manager as well as other contract management actions as necessary, an in-kind contribution of \$20,000
10. Provide funding in the amount of \$115,000

Any future deviations from the procedures or objectives specified in this agreement must be presented to and approved by the Service for specific approval before implementation (see Section on Modifications).

X. REPORTING REQUIREMENTS:

The City and Service shall conduct regular meetings to exchange information on the project. The Project Manager will report on the progress of the project during these regular meetings. The City will provide brief quarterly summary reports to the Service.

XI. INVOICING/ACCEPTANCE PROCEDURES:

Prior to paying the A/E, the City will send copies of invoices to the Service on a quarterly basis for work completed and invoiced by the A/E firm. The Service will review and approve for

payment quarterly invoices received from the City and upon invoice approval will notify the City to proceed with payment. The Service shall not be responsible for any amount above the \$76,000 funding outlined in this agreement. Likewise, the City shall not be responsible for any amount above the \$115,000 funding outlined in this agreement. This agreement is intended to support this particular project for the specified period of time. Any portion of funds not expended by the expiration date of this agreement shall be returned to the Service, including any interest earned on that amount (subject to provisions of applicable OMB Circular or 43 CFR Part 12 Subpart, as referenced in "Applicable Regulations" Section of this agreement).

XII. APPLICABLE REGULATIONS:

A. The recipient must submit with this agreement on Standard Form 424B - Assurances Non-Construction Programs). In addition to the assurances listed on Standard Form 424B, the recipient certifies compliance with the following regulations, as applicable, incorporated by reference with the same force and effect as if they were provided in full text. Failure of a recipient to comply with any provision may be the basis for withholding payments for proper charges made by the recipient and for termination of support.

1. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments as codified at 43 CFR Part 12, Subpart C
2. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations as codified at 43 CFR Part 12, Subpart F
3. OMB Circular A-21, Cost Principles for Educational Institutions
4. OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
5. OMB Circular A-122, Cost Principles for Non-Profit Organizations
6. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
7. 43 CFR Part 12, Subpart D – Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug Free Workplace
8. 43 CFR Part 12, Subpart E – Buy American Requirements for Assistance Programs.
9. 43 CFR Part 18 – New Restrictions on Lobbying

Copies of the above documents are available at the following websites:

<http://www.whitehouse.gov/OMB/circulars/index.html> or www.doi.gov/pam/pamfaeg.html

B. Small Business Policy

Reference 505 DM 3.5 C(1)(a):

It is a National policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

1. The grantee and subgrantee shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (2)(i) through (v) above.

XIII. TERMINATION

This agreement may be terminated by any party following 30 days written notification to the other party.

XIV. MODIFICATION PROCEDURES:

Modifications to this Agreement may be proposed by either party and shall become effective upon written concurrence of all parties. Work completed prior to approval of a modification is done at the Recipient's risk, without expectation of reimbursement.

XV. SPECIAL PROVISIONS:

Seat Belt Policies and Programs: Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles. These

measure include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

In the event the recipient fails to secure the cost share funds identified in its proposal, and as a result has fewer funds than the original project total, the recipient shall provide a report to the Service identifying the funding deficit and the potential impacts to the project scope of services, task orders, and budget. Based on the information provided, the Service has the option to modify or cancel the agreement. Modifications to the agreement will follow standard agreement modification procedures.

XVI. RELATED ATTACHMENTS:

- A. Attachment "A" - Tualatin River Visitor Facilities A/E Scope of Work
- B. Attachment "B" - Cost Estimate for A/E Services
- C. Attachment "C" - Tualatin River Contract Interpretive Planning

FOR THE U.S. FISH AND WILDLIFE SERVICE:

By: Signature: _____ Date: _____
Forrest Cameron
Title: _____

FOR THE RECIPIENT:

By: Signature: _____ Date: _____
Title: _____

FWS CONTRACT SUFFICIENCY REVIEW:

By: Signature: _____ Date: _____
Contracting Officer FWS #