

MOTION:

**August 7, 2012
Regular Meeting
Res. No. 12-**

SECOND:

**RE: RATIFY THE NATIONAL PARK SERVICE GRANT APPLICATION
AND ACCEPT, BUDGET AND APPROPRIATE \$77,500 IN GRANT
FUNDING AND \$152,537 FROM THE PARKS FUND BALANCE FOR
LAKE RIDGE PARK SHORELINE IMPROVEMENTS AND AN
ACCESSIBLE KAYAK AND CANOE BOAT LAUNCH**

ACTION:

WHEREAS, on September 13, 1989, the Prince William County Park Authority Board approved Park Authority Resolution No. 89-151 for the construction of a floating boat dock and accessible fishing pod at Lake Ridge Park (LRP); and

WHEREAS, in April 1990, LRP Marina opened and continues to provide public boating and fishing opportunities; and

WHEREAS, LRP Marina is the only public boat launch area to the Occoquan Reservoir on the Prince William County shoreline; and

WHEREAS, the Park Authority continued to operate a high use marina and experienced serious erosion and safety issues along the shoreline due to years of continued launching of canoes/kayaks and public shoreline traffic from fishing; and

WHEREAS, on April 13, 2011, the Prince William County Park Authority Board adopted Park Authority Resolution No. 11-0413-A2 approving a grant application for LRP Marina from the National Park Service (NPS) for a project to assist with shoreline stabilization and accessible boat launch area improvements; and

WHEREAS, the NPS awarded the grant on June 29, 2012; and

WHEREAS, the corporate existence of the Prince William County Park Authority was dissolved on June 30, 2012 and the former Park Authority was merged into the County Government as the Department of Parks and Recreation on July 1, 2012; and

WHEREAS, laws and regulations regarding the American with Disabilities Act Amendment Act came into effect in March 2012 that will require a different access point to the handicapped-accessible ramp than was originally anticipated; and the new requirements will increase the cost of the project by \$75,000 more than had been originally anticipated; and

August 7, 2012
Regular Meeting
Res. No. 12-
Page Two

WHEREAS, matching funding for the grant had been set aside in the Park Authority fund balance and the additional costs associated with the universal access design can be covered through existing stream mitigation credits also set aside in the Park Authority fund balance; and

WHEREAS, the Finance Department has verified the Department of Parks and Recreation's funding notification substantiating the budget and appropriation requests;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors does hereby ratify the National Park Service grant application and accept, budget and appropriate \$77,500 in grant funding and \$152,537 from the Parks fund balance for Lake Ridge Park Shoreline Improvements and an Accessible Kayak and Canoe Boat Launch as follows:

Expense/Expenditure Budget and Appropriate:

<u>OCA</u>	<u>Fund</u>	<u>OL3</u>	<u>Amount</u>
TBD – NPS – LRP grant	11	5800 - Undistributed & Misc	\$230,037
Total			\$230,037

Revenue Budget and Appropriate:

<u>OCA</u>	<u>Fund</u>	<u>OL3</u>	<u>Amount</u>
TBD – NPS – LRP grant	11	1780 - Federal Funds	\$ 77,500
TBD – NPS – LRP grant	11	1150 - Undistributed & Misc	\$152,537
Total			\$230,037

BE IT FURTHER RESOLVED that any unexpended grant funds be carried over to FY2014 through the County's Grant carryover process.

August 7, 2012
Regular Meeting
Res. No. 12-
Page Three

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

For Information:

Deputy County Executive

Department of Parks and Recreation Director

Finance Director

Office of Management and Budget Director

ATTEST: _____
Clerk to the Board



Melissa S. Peacor
County Executive

COUNTY OF PRINCE WILLIAM

OFFICE OF EXECUTIVE MANAGEMENT

1 County Complex Court, Prince William, Virginia 22192-9201
(703) 792-6600 Metro 631-1703 FAX: (703) 792-7484

BOARD OF COUNTY SUPERVISORS

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Martin E. Nohe, Vice Chairman
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July 23, 2012

TO: Board of County Supervisors
FROM: E. Jay Ellington
Director of Parks and Recreation
THRU: Melissa S. Peacor
County Executive

RE: Ratify the National Park Service Grant Application and Accept, Budget and Appropriate \$77,500 in Grant Funding and \$152,537 from the Parks Fund Balance for Lake Ridge Park Shoreline Improvements and an Accessible Kayak and Canoe Boat Launch

I. Background in chronological order is as follows:

- A. Development of Lake Ridge Marina – On September 13, 1989, the Prince William County Park Authority Board approved Resolution 89-151 for the construction of a floating boat dock and accessible fishing pod. The Park Authority received a \$25,000 grant through the Virginia Game and Inland Fisheries to provide accessible access to the fishing piers and ramps and, with additional funding from the Occoquan District project funds, completed the Lake Ridge Park marina concession and boat rental building.
- B. Opening of the Lake Ridge Park Marina – The Lake Ridge Park marina opened in April, 1990. The Park Authority successfully operated it, providing a public boat launch area, docks for public fishing, boat rentals of canoes, jon boats, pedal boats and kayaks. Lake Ridge Park marina continues to be the only public boat launch area to the Occoquan Reservoir on the Prince William County shoreline.
- C. Shoreline Stabilization – From 2003 to 2010, the Park Authority worked to improve the shoreline stability due to high use of public launching areas and bank fishing by creating a wooden sea wall to assist with supporting the banks for erosion control. This area is now in need of renovation due to deterioration of the wooden retaining wall. The canoe launch area is experiencing serious erosion issues and contractors have recently inspected the area and made recommendations to build an additional sea wall to support the shoreline.

- D. Grant Application - On April 13, 2011 the Prince William County Park Authority Board adopted Resolution number 11-0413-A2 approving a grant application for Lake Ridge Park Marina from the National Park Service (NPS) for a project to assist with shoreline stabilization and accessible boat launch area improvements which included matching funds from the Park Authority.

II. Current Situation is as follows:

- A. Grant Award – On June 29, 2012 the Park Authority was notified that the grant was awarded in the amount of \$77,500, requiring matching funds of \$77,537.
- B. Americans With Disabilities Act Amendments Act (ADAAA) – Since the project was first reviewed by Park Authority project management staff in April 2011, new laws and regulations regarding the Americans with Disabilities Act (ADA) came into effect in March 2012 that will require a different access point to the handicapped accessible ramp than was originally anticipated.
- C. Accessible Kayak and Canoe Boat Launch – The designed accessible boat launch will be the only accessible boat launch in the metro area and only the second such launch in Virginia, the other one being in the Newport News area.
- D. Partner – The Occoquan Watertrail League is a partner in this project. They will be providing mile marker signs along the water trail from Bull Run Regional Park to Pohick Bay Regional Park.
- E. Erosion Control – Fairfax County Water Authority did not support the installation of seawalls so the erosion control was re-engineered to consist of bio socks which minimize any potential environmental impacts to the existing shoreline and water quality of the Occoquan Reservoir. Bio Socks are a sock-like pouch filled with organic material and seeds or seedlings native to the area that will grow and thus stabilize the shoreline with area-appropriate vegetation.
- F. Park Authority Merger - The corporate existence of the Prince William County Park Authority was dissolved on June 30, 2012 and the former Park Authority was merged into the County government as the Department of Parks and Recreation on July 1, 2012.
- G. Additional Costs – The above referenced changes to the scope of the project added additional costs in the amount of \$75,000 so the total cost of the project is now \$230,037. The revenue budget for this project includes \$77,500 in grant funds awarded from NPS; \$77,537 reserved in FY 2012 for this project in the Parks and Recreation fund balance, and \$75,000 from Stream Bank Mitigation funds, currently held in the Parks and Recreation fund balance.

- H. Finance Review – The Finance Department has verified the Department of Parks and Recreation's funding notification substantiating the budget and appropriation requests.
- I. Board Action Requested – Ratify the National Park Service Grant Application and Accept, Budget and Appropriate \$77,500 in Grant Funding and \$152,537 from the Parks fund balance for Lake Ridge Park Shoreline Improvements and an Accessible Kayak and Canoe Boat Launch.

III. Issues in order of importance are as follows:

- A. Service Level/Policy Impact – How does this project provide improved service delivery for public boat launching the Lake Ridge Park marina while meeting the most current federal ADA requirements?
- B. Fiscal Impact – What is the net general fund impact?
- C. Timing – Is there a deadline by which the grant funds must be accepted and utilized?
- D. Legal – What legal ramifications does this action entail?

IV. Alternatives in order of feasibility are as follows:

- A. Ratify the National Park Service Grant Application and Accept, Budget and Appropriate \$77,500 in Grant Funding and \$152,537 from the Parks fund balance for Lake Ridge Park Shoreline Improvements and an Accessible Kayak and Canoe Boat Launch
 - 1. Service Level/Policy Impact – The shoreline is eroding at Lake Ridge Park and must be stabilized. This will assist with public safety and minimize any potential environmental impacts to the existing shoreline and water quality of the Occoquan Reservoir. The grant will also allow us to design and install a designated universal access canoe/ kayak launch area which will provide for ease of launching and controlled foot traffic for erosion issues and improved safety for staff and public.
 - 2. Fiscal Impact – This action will budget and appropriate grant funding in the amount of \$77,500 from the National Park Service. In addition, \$152,537 will be budgeted and appropriated from the Parks and Recreation fund balance: \$77,537 that was reserved in FY 2012 for this project in the Parks and Recreation fund balance, and \$75,000 in stream bank mitigation funding available in the Parks and Recreation fund balance. No new net tax support is necessary to support the increased

costs of the universal design. The fund balance for capital maintenance projects in the Department of Parks and Recreation remaining after this allocation is \$1.5 million which is obligated to existing projects.

3. Timing – This grant was awarded on June 29, 2012 and the funds will become available upon acceptance by the Board of County Supervisors. The final design work can then begin followed by the installation of the bio socks and the accessible ramp and dock.

4. Legal – The project complies with all current ADAAA regulations.

B. Take No Action.

1. Service Level/Policy Impact – The Lake Ridge Park shoreline will continue to erode and ultimately the canoe and kayak launch will have to be closed. In addition, the opportunity to provide a universally accessible launch and ramp at this time would be lost.
2. Fiscal Impact – \$77,500 in federal grant funds would be foregone.
3. Timing – The NPS grant funding will be forfeited if the Board of County Supervisors does not act.
4. Legal – No impact.

V. **Recommendation** is that the Board concur with Alternative A and approve the attached Resolution.

Staff Contact: E. Jay Ellington 703-792-4270

Attachments:

- A. Preliminary Site Plan for the Lake Ridge Park Marina shoreline stabilization and accessible boat launch
- B. The National Park Service Cooperative Agreement



COOPERATIVE AGREEMENT
Between
The Department of the Interior
National Park Service
and
Prince William County Park Authority

PROJECT TITLE: Occoquan Water Trail Access Enhancement
CFDA NUMBER: 15.930 Chesapeake Bay Gateways Network

This Agreement is made and entered into between the Prince William County Park Authority, an agency of Prince William County government, and the United States Department of the Interior, National Park Service (NPS).

ARTICLE 1 – BACKGROUND AND OBJECTIVES

The Chesapeake Bay is an internationally recognized resource of outstanding significance and the United States has entered into a partnership with states, the District of Columbia and others to conserve and restore the Bay through the Chesapeake Bay Program.

The NPS, as a Chesapeake Bay Program partner, is committed to assisting in enhancing interpretation of, and access to, Bay resources for the purposes of advancing and supporting Bay conservation.

The Chesapeake Bay Initiative Act of 1998 (P.L. 105-312, Sections 501-2) calls for the NPS to facilitate development of the Chesapeake Bay Gateways and Watertrails Network (the Network), a network of Chesapeake Bay gateways, water trails and other connecting routes in cooperation with other Federal agencies, state and local governments, non-profit organizations and the private sector and to establish a technical and financial assistance program to aid development of the Network.

The NPS has entered into partnerships via a Memorandum of Understanding (MOU) with individual locations designated as Gateway sites, Gateway water trails, Gateway trails, Gateway regional information centers and Gateway hubs.

The Occoquan Water Trail is a designated Gateway in the Network, recognizing its ability to provide access for people to experience, enjoy, learn about and contribute to a Bay-related natural, cultural, historical or recreational resource and its role in the overall Bay story.

Prince William County Park Authority will, in conjunction with technical assistance from NPS, build a universally accessible kayak/canoe launch floating dock at Lake Ridge Park, a county park, and provide signage between Run Regional and Pohick Bay Regional Parks also owned by the county.

ARTICLE II – AUTHORITY

16 U.S.C. Section §1g provides that the National Park Service may, in fiscal year 1997 and thereafter, enter into cooperative agreements that involve the transfer of National Park Service appropriated funds to State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs pursuant to *31 U.S.C. 6305* to carry out public purposes of National Park Service programs.

Public Law 105-312, Section 502(b) authorizes the Secretary to establish a Chesapeake Bay Gateways Grants Assistance Program to aid State and local governments, nonprofit organizations, and the private sector in conserving, restoring, and interpreting important historic, cultural, recreational, and natural resources within the Chesapeake Bay Watershed. Pursuant to *Public Law 108-447* funding has been appropriated for the said purposes.

Public Law 90-543 as amended by Public Law 111-11, Section 7 (h) (1) – which provides that “When deemed to be in the public interest, such Secretary may enter written cooperative agreements with the States or their political subdivisions, landowners, private organizations, or individuals to operate, develop and maintain any portion of such a trail either within or outside a federally administered area. Such agreements may include provisions for limited financial assistance to encourage participation in the acquisition, protection, operation, development, or maintenance of such trails, provisions providing volunteer in the park or volunteer in the forest status (in accordance with Volunteers in the Parks Act of 1969 and the Volunteers in Forests Act of 1972) to individuals, private organizations, or landowners participating in such activities, or provisions of both types.” [16USC1246]

Presidential Executive Order 13508, Strategy for Protecting and Restoring the Chesapeake Bay Watershed (May 12, 2010) - Expand Citizen Stewardship objective “Foster a dramatic increase in the number of citizen stewards of every age who support and carryout local conservation and restoration.”

ARTICLE III - STATEMENT OF WORK

A. The NPS Agrees To:

1. Consult with Prince William County Park Authority as to the adequacy and appropriateness of the access design and construction and provide other technical assistance, reviews and approvals as necessary.
2. Provide, where available, NPS guidelines for development of access for visitors use.
3. Provide technical assistance on trail signage as needed.
4. Provide financial assistance as outlined in Article VI of this agreement in support of the project outlined in Attachment A, Scope of Work – Task and Schedule List, Occoquan Water Trail Access Enhancement.

B. Prince William County Park Authority Agrees To:

1. Consult with NPS on the design and construction of an accessible launch dock.
2. Provide bank stabilization around the launch dock and around the soft landing.
3. Provide trail signage between Bull Run Regional Park and Pohick Bay Regional Park.

4. Comply with all program guidelines and all applicable federal, state and local environmental laws and regulations (as specified in the *Chesapeake Bay Gateways and Watertrails Network 2011 Financial Assistance Award Program Application Instructions*) in the completion of this project.

ARTICLE IV - TERM OF AGREEMENT – PROJECT PERIOD

This Agreement will become effective upon the signature of the National Park Service Contracting Officer and extend until December 31, 2013, unless terminated earlier in accordance with Article XII.

ARTICLE V - KEY OFFICIALS

The personnel specified below are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed hereunder. Either party, on notice to the other party, may designate another person or persons to act in his/her place for point of contact positions that do not require specific designation.

The NPS Agreements Technical Representative (ATR) will be designated in writing by the Contracting Officer. Authorities and limitations of authority will be explained in the designation letter.

The Recipient may change its Key Officials by notifying the NPS Contracting Officer in writing. The Recipient will address any communication regarding this Agreement to the NPS ATR.

- 1. For the National Park Service:
Signatory Contracting Officer**

NER Agreements/Contracting Officer
National Park Service
US Custom House
200 Chestnut Street-3rd Floor
Philadelphia, PA 19106
Telephone: 215-597-0056

Agreements Technical Representative

Peggy Wall
410 Severn Avenue, Suite 314
Annapolis, MD 21403
E-mail: peggy_wall@nps.gov
Telephone: 410-260-2473
Facsimile: 410-263-2137

- 2. For the Cooperator:**

Jane P. England
Lake Ridge Park Manager

12350 Cotton Mill Drive
Woodbridge, VA, 22192
Telephone: 703-494-5464
Email: jengland@pwcparcs.org

ARTICLE VI – AWARD, PAYMENT AND REIMBURSEMENT

- A. The NPS has approved this project, as outlined in Attachment A, and the following documents have been submitted by the Cooperator prior to award:
1. SF-424, Request for Federal Financial Assistance
 2. SF-424A, Budget Information, Non-construction Programs
 3. SF-424B, Assurances, Non-construction Programs
- Budget Information from the SF-424A is summarized later in this Article.
- B. The following funds are obligated against this Agreement:
- Amount: \$77,500 Account Number: 4250-663**
- C. The cooperator is required to register with the Central Contractor Registration (CCR), accessed at <http://www.ccr.gov>. Failure to register can impact assistance or procurements documents issued in connection with this Agreement.
- D. Payment under individual Agreements will be made no more frequently than monthly and will be paid by electronic funds transfer directly into the recipient's account located at the financial institution as designated in the Central Contractor Register. The preferred payment frequency is semi-annually. The submission of semi-annual requests should be timed to coincide with semi-annual submission of SF-425 Federal Financial Reports (FFR).
- E. The recipient must submit Standard Form 270 (SF-270), "Request for Advance or Reimbursement," for payment, in signed original to the Contracting Officer with a copy to the ATR for ATR review and approval.

Each SF-270 furnished will be addressed to:
Contracting Officer/Invoice Coordinator
National Park Service
Northeast Region
200 Chestnut Street, 3rd floor
Philadelphia, PA 19106

Inquiries concerning status of payment requests can be made via e-mail to ner_agree_pay@nps.gov

The payment method for this agreement is reimbursable.

- F. The Federal funding provided under this Agreement shall not exceed fifty percent (50%) of the total cost of any assistance or grant.
- G. All contributions identified as part of the Cooperator's match must meet all of the following criteria:
1. Must be verifiable from Prince William County Park Authority's records.
 2. Must not be included as contributions for any other federally-assisted project or program.
 3. Are necessary and reasonable for proper and efficient accomplishment of project or program objectives.
 4. Are allowable under OMB cost principals.
 5. Are not paid by the Federal Government under another award, except where authorized by federal statute to be used for cost sharing or matching.
 6. Are provided for in the approved budget.

BUDGET SUMMARY Enter category totals here			
Category	NPS Funds	Recipient Match/Cost Share	Total
1. Personnel	\$0	\$10,026	\$ 10,026
2. Supplies and Materials	\$2,000	\$ 0	\$2,000
3. Contractual Services	\$75,500	\$56,003	\$131,503
4. Other	\$0	\$4,008	\$4,008
5. Indirect Costs	\$0	\$7,500	\$7,500
TOTAL PROJECT COSTS	\$77,500	\$77,537	\$155,037

- H. Nothing contained in this Agreement will be construed as binding the NPS to expend in any one fiscal year any sum in excess of the appropriation made by Congress or administratively allocated for purposes of this Agreement in that fiscal year.

ARTICLE VII - PRIOR APPROVAL

Prince William County Park Authority shall obtain prior approval for budget and program revisions, in accordance with OMB circular A-102.

ARTICLE VIII – LIABILITY

Prince William County Park Authority agrees to:

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses from any act of omission of the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement.
- B. To purchase public and employee's liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insurer shall have no recourse against the Government for payment of any premium or assessment, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, the contractor/cooperator shall provide the NPS with confirmation of such insurance coverage.
- C. To pay the United States the full value for all damages to the lands or other property of the United States caused by the recipient, its officers, employees, or representatives.
- D. To provide worker's compensation protection to recipient's officers, employees, and representatives.
- E. To cooperate with the NPS in investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

ARTICLE IX - REPORTS AND/OR DELIVERABLES

- A. **Where to Submit** – In accordance with 43 CFR Part 12, the recipient will submit reports to the NPS Contracting Officer at the address specified in Article V. The recipient will also submit a copy of each report to the ATR at the address specified in Article V.
- B. **What and When to Submit** – The recipient will submit to the NPS the following reports at the specified times:
 - 1. Federal Financial Report (FFR), SF425, submitted semi-annually, no more than 30 days after the end of the reporting period. The following reporting period end dates will be used for semi-annual reports: 12/31 and 6/30. Upon completion of the project a final FFR will be submitted no more than 90 days after the final project end date.
 - 2. FFR reports will be submitted for this agreement for any period of time within the semi-annual report period.
 - 3. In accordance with 43 CFR Part 12.951 in any fiscal year in which Federal funds are received under this Agreement, the Recipient shall submit to the NPS an annual report

describing the accomplishments of the Cooperator, the expenses and income of the Cooperator, and each entity to which the Cooperator made any grant during the fiscal year.

Semi Annual Report	Period Ending	Report Due Date
1	December 31, 2012	January 30, 2013
2	June 30, 2013	July 30, 2013
Final	December 31, 2013	March 31, 2014

- C. **Recordkeeping** – The recipient will keep records concerning this Agreement in accordance with the requirements of the General Provisions, CFR and applicable Office of Management and Budget Circulars.

D. Specific Deliverables

1. A list of project deliverables for this Agreement is:
 Tiered bi-sock stabilization of eroded hillside on left side of marina
 Tiered bio-sock stabilization and soft kayak/canoe launch area
 Floating Universal kayak/canoe launch with associated ADA compliant access to include gangways and platforms
 Mile marker signs from Bull Run Regional Park to Pohick Bay Regional Park

ARTICLE X - PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition shall be in accordance with the OMB Circulars listed in Article XIII and 43 CFR 12 Subpart C. If the project described in Article III includes the acquisition of property (i.e. equipment, supplies) see www.whitehouse.gov/omb/grants to access the applicable OMB Circulars.

ARTICLE XI - PROGRAM INCOME

Program income earned during the project period shall be retained by Prince William County Park Authority and added to funds committed to the project by the NPS and Prince William County Park Authority and used to further eligible projects or program objectives. Additionally, revenues derived from the sale of deliverables and earned after the end of the project period must be used to fund projects or programs consistent with the Park goals. However, program income does not include interest earned on funds received from the NPS which interest shall be remitted promptly but at least quarterly to the NPS. The Cooperator may keep interest amounts up to \$100 per year for administrative expenses.

ARTICLE XII – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the NPS Contracting Officer and the authorized representative of Prince William County Park Authority.
- B. This agreement may be terminated consistent with applicable termination provisions for Cooperative Agreements found in 2 CFR 215.61.

ARTICLE XIII - GENERAL AND SPECIAL PROVISIONS

A. General Provisions

- 1. OMB Circulars and other Regulations - The following OMB Circulars and other regulations are incorporated by reference into this Cooperative Agreement:
 - a) 2 CFR Part 225 (OMB Circular A-87), *Cost Principles for State, Local, and Indian Tribe Governments*
 - b) OMB Circular A-102, *Grants and Cooperative Agreements With State and Local Governments*
 - c) OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.
 - d) FAR Clause 52.203-12, Paragraphs (a) and (b), *Limitation on Payments to Influence Certain Federal Transactions*.

2. Trafficking in Persons

- a) Provisions applicable to a Cooperator that is a private entity.
 - (1) You as the Cooperator, your employees, subrecipients under this award, and subrecipients' employees may not--
 - (i) engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) procure a commercial sex act during the period of time that the award is in effect; or
 - (iii) use forced labor in the performance of the award or subawards under the award.
 - (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - (i) is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (ii) has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either
 - (A) associated with performance under this award; or
 - (B) imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB

Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 43 CFR Part 12.

- b) Provision applicable to a Recipient other than a private entity.
 - (1) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--
 - (i) is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - (ii) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either-
 - (A) associated with performance under this award; or
 - (B) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 43 CFR Part 12.
- c) Provisions applicable to any Recipient.
 - (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a(1) of this award term.
 - (2) Our right to terminate unilaterally that is described in paragraph a(2) or b of this section:
 - (i) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (ii) is in addition to all other remedies for noncompliance that are available to us under this award.
 - (3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d) Definitions. For purposes of this award term:
 - (1) “Employee” means either:
 - (i) an individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (ii) another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (3) “Private entity”:
 - (i) means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

- (ii) includes:
 - (A) a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (B) a for-profit organization.
 - (4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
- 3. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the *Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); Title V, Section 504 of the *Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- 4. **Lobbying Prohibition** - 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
- 5. **Anti-Deficiency Act** - 31 U.S.C. § 1341 - Nothing contained in this Agreement shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purposes of this Agreement for that fiscal year, or to involve any Federal agency in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
- 6. **Minority Business Enterprise Development** - Executive Order 12432 - It is national policy to award a fair share of contracts to small and minority firms. The Service is strongly committed to the objectives of this policy and encourages all Cooperators of its

Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 CFR § 12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 CFR § 12.76 for State and Local Governments.

- 7. New Restrictions on Lobbying-** In accordance with 43 CFR Part 18.100, no appropriated funds may be expended by the recipient of a Federal cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with any of the covered Federal actions.

Each person who requests or receives from an agency, a Federal cooperative agreement, shall file the certification set forth in Appendix A of this part. The Certification can be found in grants.gov as the Grants.gov Lobbying Form, but as of yet has no Form Number.

Recipients of a Federal cooperative agreement shall file the disclosure form, set forth in Appendix B of the part, if such person has made or has agreed to make any payment using non-appropriated funds, which would be prohibited by this part, if paid for using appropriated funds.

- 8. Prohibition on Text Messaging and Using Electronic Equipment Supplied By the Government While Driving -** Prohibition on Text Messaging and Using Electronic Equipment Supplied By the Government While Driving - Executive Order 13513,(October 1, 2009 - Federal Leadership on Reducing Text Messaging While Driving) Recipients/cooperators and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or –rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government.

9. Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. *Definitions*

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a) A Governmental organization, which is a State, local government, or Indian Tribe;
 - b) A foreign public entity;
 - c) A domestic or foreign nonprofit organization;
 - d) A domestic or foreign for-profit organization; and
 - e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. II.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - a) Receives a subaward from you under this award; and

- b) Is accountable to you for the use of the Federal funds provided by the subaward.

- 10. Assignment:** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
- 11. Member of Congress:** Pursuant to 41 U.S.C. §22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- 12. Agency:** The Partner is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Partner represent its self as such to third parties. NPS employees are not agents of the Partner and will not act on behalf of the Partner.
- 13. Non-Exclusive Agreement:** This Agreement in no way restricts the Partner or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- 14. Survival:** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- 15. Partial Invalidity:** If any provision of this Agreement or the applications thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 16. Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
- 17. Buy American Act:** Pursuant to section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

B. Special Provisions

1. Publication of results of studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications under this Cooperative Agreement may be produced independently or in collaboration with others, however, in all cases proper credit will be given to the efforts of those parties' contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

Prince William County Park Authority hereby grants the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, all copyrightable material first produced or composed under this Agreement by Prince William County Park Authority, its employees, or any individual or concern specifically employed or assigned to originate and prepare such material.

2. Public Information

- a) Prior Approval for Public Information Release – Prince William County Park Authority must obtain **prior** approval from the NPS ATR for any public information releases which refer to the Department of the Interior, the NPS, any sub-unit or employee thereof (by name or title,) or this agreement.
- b) Publications, Signage and Exhibits
 - 1) Prince William County Park Authority shall provide a draft copy of any publications, signage or exhibits to be produced through the Project Schedule described in Attachment A to the NPS for review **prior** to final reproduction or publication. NPS will provide comments on a timely basis consistent with the overall Project Schedule defined in Attachment A.
 - 2) Prince William County Park Authority shall follow the National Park Service Standards in developing publications and signage produced through this Agreement. Prince William County Park Authority shall also credit the "National Park Service, Chesapeake Bay Gateways and Watertrails Network" for partial support on any publications or other materials produced as a result of this Agreement. Such credit may be placed with other similar credits. Prince William County Park Authority shall grant the NPS a perpetual, royalty free license to use any copyrightable material produced through this agreement.

3. Davis-Bacon Act

The Davis-Bacon Act, as amended, requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed in the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character. The Davis-Bacon Act directs the Secretary of Labor to determine such local prevailing wages. (<http://www.gpo.gov/davisbacon/>)

4. Bonding Requirements

Establish and maintain throughout the course of the Project security in favor of the United States in the form of a surety bond guaranteeing performance (performance bond) of the Partner's obligations under this Contract, and a payment bond assuring payment of all persons supplying labor and material in the execution of the work undertaken for the Project, with the following conditions:

- a. **The bonds shall be in the amount equal to at least 100% of the total project cost, plus a cost overrun contingency, as approved by the NPS.**
The NPS may require additional performance and payment bond protection if the estimated costs increase during Project planning and construction;
- b. **All bonds shall be in the form of a firm commitment, supported by corporate sureties that appear on the list contained in Treasury Department Circular 570;**
- c. **No term of any bond obtained pursuant to this Article shall be inconsistent with the term of this Agreement; and**
- d. **Should any bond issued pursuant to this section be canceled or withdrawn, the Association must immediately notify the NPS in writing.**

5. Insurance

The Foundation and its contractors are responsible for ensuring that these insurance requirements are included, as appropriate, in their respective contracts with subcontractors. Unless otherwise specified herein, the term "contractor(s)" as used in the Article means entities providing any construction, utility, architectural engineering, or design related labor, materials products or services.

The Foundation and all contractors must acquire and maintain the following insurance and comply with the following associated requirements:

- a. The Foundation or the Foundation's Prime Contractor or General Contractor must have Builder's Risk Insurance sufficient to cover the replacement cost of the Project.

- b. The Foundation and the contractors, as appropriate, must have appropriate insurance coverage when warranty work is conducted. This provision shall survive termination or expiration of this Agreement. Warranty work requires the Superintendent's prior approval.
- c. Contractors providing architectural or engineering service must have Professional Error and Omissions Insurance coverage that, at a minimum, conforms to the requirements of applicable state law.
- d. Where the Foundation or contractor is authorized to utilize NPS structure or facilities in conjunction with this Agreement, the Foundation or contractor shall procure and maintain, at its sole cost and expense, fire and hazard protection insurance in an amount equal to the replacement cost of the structures or facilities utilized. This insurance shall be maintained from the term of use.
- e. Insurance coverage must be commensurate with foreseeable risk, and coverage limits may ultimately be greater than the minimum limitation required in Article VIII. NPS will not be responsible for any omissions or inadequacies of any insurance coverage or amounts in the event that insurance purchased by the Foundation or a contractor proves inadequate or insufficient for any reason.
- f. All insurance policies required by this Agreement, whether or not they were acquired by contractors, shall be payable to the Foundation, and the Foundation shall use insurance proceeds to correct the damage, harm, or deficiency that is the basis of the insurance claim. Foundation expenditure of insurance proceeds shall be in conformance with law, NPS policies, and NPS approvals. Insurance proceeds that are paid to the Foundation, but that are not needed, or cannot be used to correct the harm or deficiency at issue, must, if allowed under the insurance policy, be used to further

6. Termination – In the event that the NPS reasonably believes that the Foundation in breach of its obligations under this Agreement, the NPS must provide the Foundation written notice of such alleged breach (notice). The Foundation shall have thirty (30) days (cure period) after receipt of the notice to cure such alleged breach, or if the alleged breach, or if the alleged breach cannot be cured within the cure period, the Foundation shall obtain the NPS' approval of a written remedial plan specifying the Foundation's intent to cure the alleged breach as promptly as is reasonably practical and within a deadline determined by mutual agreement.

In the event that the Foundation fails to cure the alleged breach within the cure period or to diligently pursue the action detailed in the remedial plan, the NPS may, without first obtaining a judgment or declaration of breach by any court, board, arbitrator or any other adjudicator, exercise its rights to proceed against the surety bonds required in this Agreement, and/or seek any alternative or additional remedies available to it including termination of this Agreement.

7. **Disputes** - The parties agree that in the event of a dispute between them, NPS and the Foundation shall promptly use their best efforts to solve the dispute in an informal fashion through communication and consultation, or other forms of non-binding alternative dispute resolution that are mutually acceptable to the parties.

The parties agree that the venue to commence litigation of any disputes stemming from this Agreement shall be a Federal court with appropriate jurisdiction.

8. **Third Party Liability/Responsibilities** – Include the following requirements in any Third-Party Contract for the performance of any work or for fulfilling any obligation related to the Project:

The Contractor agrees to –

- a. Comply with the terms and conditions of any Project Development Plan, project implementation plan or special use permits relating to the Project;
- b. Promptly take steps necessary, including the suspension of work, at no cost to the NPS, to address any concerns raised by NPS.
- c. Obtain and provide all warranties that would be given in normal commercial practice from subcontractors, manufacturers or suppliers for work performed and materials furnished:
 - i. For a period of not less than one year; and
 - ii. Executed, in writing, for the benefit of the Association and the United States;
- d. Waive any defense to any claim of breach or negligence based on the contractor's alleged reliance on the Foundation's or NPS' Project monitoring, inspections or tests. All monitoring, inspections or test are for the sole benefit of the Foundation and/or NPS and do not relieve the Contractor of responsibility for (i) providing adequate quality control measure or (ii) ensuring against damage or loss prior to Project acceptance. In addition, such monitoring, inspections or test do not imply Project acceptance by either the Foundation or NPS, nor does it affect the continuing rights of the Foundation or NPS after Project acceptance.
- e. Be jointly and severally liable under this agreement if the Contractor is comprised of more than one legal entity.

9. **Foundation's responsibility for it's A/E design errors and omissions** – In addition to the provisions above, any Third Party Contractor for the provision of architectural or engineering services must contain the following provisions:
- a. That it is solely responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings specifications, and other services furnished by the Contractor; and
 - b. To correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services without any additional compensation.
 - c. That the final signed and sealed Final Construction Documents provided by the Contractor are the only true contract documents of record for this project. By submission of the final construction documents to the Foundation, the Contractor warrants that all review comments have been resolved to the

satisfaction of the Foundation and incorporated into the final construction documents.

- 10. Compliance with Applicable Laws** – This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way imparting the general powers of the NPS to supervise, regulate, and control its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be construed to be inconsistent with or contrary to the purpose or intent of any Act of Congress.

In addition to other laws, regulations and policies referenced in this Agreement, the Foundation is on notice that, where applicable, it must comply with, and assist NPS in complying with additional laws, regulations, Executive Orders and policies including, but not limited to the Americans with Disabilities Act (42 U.S.C. § 12101), Architectural Barriers Act (42 U.S.C. § 4151 *et seq.*), the Rehabilitation Act (29 U.S.C. § 701 *et seq.*, as amended), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, *et seq.*), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*), the National Environmental Policy Act (42 U.S.C. § 4321, *et seq.*), the Clean Air Act (42 U.S.C. § 7401, *et seq.*), The National Historic Preservation Act (16 U.S.C. § 470), the Archaeological and Historic Preservation Act (16 U.S.C. § 469), Strengthening Federal Environmental, Energy and Transportation Management (Exec. Order No. 13423), Notification of Violating Facilities (Exec. Order No. 11738), Wetlands Protection (Exec. Order No. 11990) and Flood Hazards in Floodplains (Exec. Order No. 11988).

- 11. Merger** – This Agreement, including any attachments hereto and documents incorporated by reference herein, contains the sole and entire agreement of the parties with respect to the subject matter of this Agreement.
- 12. Waiver** – If a party fails to exercise any rights or to insist that the other party comply with any obligations, no such failure or instance shall be a waiver of a right of a party to demand strict compliance with each duty or obligation. No custom or practice of the parties which varies from this Agreement shall constitute a waiver of the right of a party to demand exact compliance. Waiver by one party of any particular default by the other party shall not affect or impair a party's rights in connection with any subsequent default of the same or of a different nature, nor shall any delay or omission of a party to exercise any rights arising from such a default affect or impair the rights of that party as to such default or any subsequent default. All waivers of any duty or obligation by a party must be express and evidenced in writing.
- 13. Counterparts** – This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- 14. No Third-Party Beneficiaries** – Unless expressly stated herein, nothing in this Agreement is intended to grant any rights or provide any benefits to any third party.

15. Force Majeure – Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fires acts of God, and acts in compliance with or required by any applicable law or regulations.

16. Miscellaneous –

- a. Permit the NPS to monitor, inspect, and to at all times have access to the construction site and construction related materials and documents
- b. Certify in writing that upon NPS' acceptance of the Project as complete, all right, title, and interests to any completed construction, improvements, installations, fixtures, or associated donations, are free and clear of all debts, liabilities, or obligations.
- c. Ensure that no Third Party Contract contains a binding arbitration clause or other clause which may interfere with NPS' ability to seek judicial review in its capacity as a third-party beneficiary to the Third-Party contract.
- d. Effect of Approval – Any approval or consent given by the NPS regarding any contract or contractor, or by operation of inspection, or any other consent or approval given by the NPS under this Agreement, does not relieve the Foundation or the Foundation's contractors of responsibility for any errors or omissions, or from the responsibility to comply with the requirements of this Agreement.
- e. Effect of Acceptance – Any acceptance by the NPS of the Project or any component thereof does not relieve the Foundation or the Foundation's contractors from liability for any known defect, or any latent defect, fraud, or gross mistake or negligence.
- f. Counterparts – This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

17. Consistency with Public Laws – This agreement is subject to all laws, regulations and policies governing the NPS whether now in effect or hereafter adopted.

ARTICLE XIV - ATTACHMENTS

The following documents are attached to and made a part of this Agreement.

Attachment A – Scope of Work – Task and Schedule List: Occoquan Water Trail Access Enhancement

ARTICLE XV - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on the date(s) set forth below:

FOR PRINCE WILLIAM COUNTY PARK AUTHORITY:

E. Jay Ellington, Executive Director

Date

FOR THE NATIONAL PARK SERVICE

Agreements Officer
Northeast Region

Date

Attachment A

Scope of Work – Task and Schedule List

Gateway Name: Occoquan Water Trail Access Enhancement

Applicant Name: Prince William County Park Authority

Project Summary: This project – “Occoquan Water Trail Access Enhancement” – will place a universal kayak/launch floating dock accessed by a series of gangways and platforms which are ADA compliant. The Occoquan Water Trail League will install mile markers and other signage along water trail from Bull Run Regional Park to Pohick Bay Regional Park. As well as the universal launch and water trail signage, bank stabilization will be installed on either side of the marina to control erosion by using a tiered system of bio-socks with planted vegetative material. Incorporated with the bio-socks on the one side by the boat launch will be a soft kayak/canoe launch area protected by rip rap stone breakwater below water line with bio-socks on top planted with vegetative material. This soft launch will be accessed with a path of 2” 21A base topped with 2” of pea gravel with poly pavement as a stabilizer.

	Project Tasks	Product/Result	Primary Responsibility	Completion Date
	This column should specify all significant project tasks from start to finish, including review steps, evaluation, etc.	Identify the product that will result from each task.	List the individual(s) planned to have primary responsibility for the task. Note any contract responsibilities.	Using June 1, 2012 projected start date, list projected completion date for each task.
1	Finalized engineer plans showing floating dock with gangway approaches and relevant elevations. Plan to also show bank stabilization on each side with bio-socks.	Final stamped drawings with all relevant information to be able to submit for permitting	Engineer – (TBD) Project Manager	June 1, 2012
2	Bid drawings submitted to open market (RFP) to obtain competitive sealed bidding for universal launch.	Contract awarded to lowest apparent bidder (contingent on Board approval if over \$50,000-anticipated)	Project Manager	June 2012
3	Submit design for competitive bids for mile marker signs, have signs manufactured, identify mile locations to establish means of posting mile marker signs	Mile Marker Sign Materials	Occoquan Watertrail League Jane England	June – July 2012
4	Park Authority Board approval (if successful bid is over \$50,000)	Sign contract – Phase 2 plans completed, begin order process of materials- 3-4 weeks anticipated	Project Manager Contractor - TBD	July 2012
5	Submit required information to pertinent agencies to fulfill their compliance requirements; file permit applications with USACOE and appropriate local and state agencies; address reviewer	File permit applications with all pertinent documentation as required by local, state and federal permitting agencies	Project Manager Tom Dombrowski (Environmental Engineer)	July - August 2012

ATTACHMENT B

	comments and modify development plans as necessary; follow through to permit acquisition.		PW County)	
6	Complete the Environmental Screening Form (ESF); complete record of compliance and permitting consultation (both outgoing and incoming correspondence) resolving any issue negotiations and clearing the project to proceed; compile copies of applications and permits issued	Submit complete Environmental Screening Form (ESF) and complete compliance file to NPS; NPS makes compliance determination	PWCPA Project Manager NPS Staff	August 2012 (Note Issuance of permits and compliance determination must proceed any construction)
7	Bio-sock installation	Stabilization of both embankments – creation of soft kayak launch	Project Manager Mulch Solutions (Contractor)	Late August/September 2012
8	Install approx. 1/3 of the mile marker signs along water trail from Bull Run Regional Park to Pohick Bay Regional Park	Mile markers and other signage	Jane England Occoquan Watertrail League	July- October 2012
9	Install floating universal launch and associated access ramps	Installed launch and gangways	Contact - TBD	September 2012
10	Final inspections and approvals	Approved construction and evidence of project deliverables	Project Manager	October 2012
11	Coordinate press release for ribbon cutting ceremony	Press release, media contacts	Jane England Dianne Cabot	October 2012
12	Planning for remaining installation of mile marker signs along water trail from Bull Run Regional Park to Pohick Bay Regional Park	Train additional volunteers, obtain additional supplies for sign requiring posts	Occoquan Watertrail League Jane England	November 2012 – February 2013
13	Complete Installation of mile marker signs	Mile Marker signs complete, prepare final report	Occoquan Watertrail League Jane England	March-July 2013
Project Management				
14	Project Start-Up – Preview Project Management and Compliance Processes & Responsibilities	Project Start-Up – Preview Project Management and Compliance Processes & Responsibilities	Cooperator's Project Management Staff / NPS Staff	June 1 - July 1, 2012
15	Complete Interim Project Progress Reports	Complete Interim Project Progress Reports	Cooperator's Project Management Staff	Reporting dates as specified in the final Cooperative Agreement
16	Complete final report	Submit final financial and narrative reports, final invoice, and evidence of project deliverables to NPS	Cooperator's Project Management Staff	October 2013