

COLLECTION AGREEMENT

between

CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

and

SIERRA NATIONAL FOREST, USDA-FOREST SERVICE

THIS COLLECTION AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by and between the California Department of Forestry and Fire Protection, hereinafter referred to as CDF, and the Sierra National Forest, U.S. Department of Agriculture, Forest Services, hereinafter referred to as Forest Service, under the provisions of the Act of April 24, 1950, (16 USC 572 and 589a), the Act of May 27, 1955 (42 USC 0856-1856d).

WITNESSETH:

WHEREAS, CDF and the Forest Service are mutually agreed about the need to reconstruct a joint Air Attack Base complex at the Fresno City Airport; and,

WHEREAS, CDF and Forest Service entered into a Memorandum of Understanding dated March 6, 1990, to provide for cooperative planning, financing, construction, and use of buildings to house both agencies' fire dispatching operations at Fresno Air Attack Base (FAAB) located at the Fresno City Airport; and,

WHEREAS, CDF desires to have the State portion of the joint project designed by the Forest Service, and the Forest Service is willing to undertake this service to insure compatibility of design for the entire complex and to take advantage of anticipated economies related to construction of a joint facility; and,

WHEREAS, CDF has prepared schematic plans and specifications outlining the project; and,

WHEREAS, Forest Service has prepared plans and specifications for CDF and Forest Service needs for said facility; and,

WHEREAS, Forest Service will shortly be issuing bids for construction of said facility; and,

WHEREAS, said Memorandum of Understanding provides in Clause A.1. through A.5 that CDF will seek funds to pay its proportionate share of the cost of said facility.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

A. The CDF Shall:

1. Upon review and approval of the Design Prospectus and Budget Package, submit same to the Joint Legislative Budget Committee. See Exhibit I for Legislative Budget Committee requirements.
2. After receipt of approval of the Design Prospectus and Budget Package and upon request by the Forest Service, make payment of \$71,000 for the State's share for preparation of Preliminary Plans including appropriate administrative charge.

3. Submit the Preliminary Plans package to the State Public Works Board so as to avoid delays in the development of the final Working Drawings.
4. Request funding for the construction phase of the State's portion of the project in the 1991-92 F.Y. budget.
5. After receipt of approval of the Preliminary Plans and upon request by the Forest Service, make payment of not to exceed \$179,000 for the State's share of the preparation of Working Drawings and contract documents including appropriate administrative charge.
6. Submit approved Working Drawings for review and approval, as required by State law, to the State Department of General Services, Office of the State Architect, for compliance with handicapped accessibility and the Seismic Safety Act. Fees associated for such review, approximately \$3000, shall be shared equally between CDF and USFS and made a part of the Working Drawings phase costs.
7. Upon presentation of a bill for collection and documentation supporting the lowest responsive and responsible bidder for said facility construction contract, deposit with the Forest Service the CDF proportionate share, including appropriate administrative charge, of contract costs plus 5% for contingencies, not to exceed \$2, 278,000.
8. Upon presentation of a bill for collection of costs for advertising, administrative charge, contract administration, permit fees and construction supervision and inspection, make payment of an amount not to exceed \$136,000 for said services.

B. The Forest Service Shall:

1. Develop a Design Prospectus and Budget Package including schematic plans, outline specifications and a project cost estimate and submit them to CDF for review and approval on or before October 15, 1990.
2. Develop the Preliminary Plans and documents and submit them to CDF for review and approval.
3. Following the receipt of CDF's approval of the Preliminary Plans, develop the Working Drawings and contract document package and submit them to CDF for review and approval.
4. Issue competitive bids for construction of said facility according to the building plans and specifications agreed to by CDF and Forest Service.
5. Advise CDF of the lowest responsive and responsible bidder and after receipt of CDF's deposit provided for in A.7. above, award a contract for construction of said facility.
6. Prepare an amendment to this agreement specifying CDF's share of the awarded contract amount.
7. Administer said contract and inspect construction during progress for compliance with contract plans and specifications.

8. Keep CDF informed as to the progress of construction and consult with CDF on any significant problems that arise during the course of construction.

9. Obtain advanced technical approval by CDF Chief of any contract change orders or modifications related to plans or specifications covered by said construction contract.

10. Prepare amendments to this agreement for advance approval by CDF Engineer of any contract change orders or modifications that will increase CDF's total cost share of said facility.

11. Following completion of construction and payment of all contract costs, refund to CDF any balance remaining in CDF's cooperative deposit account for this project.

12. Make available for inspection by CDF or constituent State agencies any and all contract and payment documents related to this construction project, upon request, for a period up to but not to exceed three years following contract completion.

C. It is Mutually Agreed and Understood By and Between the Said Parties That:

1. This agreement is partly contingent upon the passage by the State of California Legislature of an appropriation from which expenditure thereunder legally may be met and shall not obligate the State of California upon failure of the Legislature to so appropriate.

2. Nothing herein shall be construed to obligate the Forest Service to expend or involve the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administrative allocated for their work.

3. Preliminary plan package is defined as partial working drawings and shall include accurate floor plans, building elevations and cross sections, all basic dimensions, and such descriptive details as may be needed to fully describe the project. All engineering systems shall be adequately developed to ensure the complete coordination of all facility components. The site, utility, and landscape plans are to be likewise developed. The preliminary cost estimate, outline specifications and schedule for project development are also a part of the preliminary plans. These plans are sometimes referred to as "50% Working Drawings".

4. No Member of, or Delegate to, Congress or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefits that arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

5. To comply with public Law 91-190, the National Environmental Policy Act of 1969, CDF and Forest Service agree to direct their program activities covered by this agreement toward managing and enhancing the environment for the widest range of beneficial uses without its degradation or risk to health or safety or other undesirable consequences. CDF further agrees to assist the Forest Service in the preparation of environmental statements as required by section 102(2) (c) of P.L. 91-190 for all prior Federal actions taken under this agreement which might significantly affect the quality of the human environment or be highly controversial in regard to unresolved conflicts concerning the use of resources.

6. The result of the aforesaid will be a facility to be shared by both agencies. The design will allocate between the agencies: space in the facility, maintenance obligations, and methods of operation of the facility so that both agencies can carry out their responsibilities. Provisions for operation, maintenance and ownership of the improvements will be specified in one or more separate agreement(s) which will address those provisions in detail once the design of the facility is available.

7. Neither the United States of America nor the State of California will be liable for any damage incident to the performance of work under this agreement to any depositors or landowners who are parties to the agreement, and all such depositors or landowners hereby expressly waive any and all claims against the United State of America and the State of California for compensation for any loss, damage, personal injury or death occurring in consequences of the performance of this agreement.

8. CDF has incurred costs from the Office of the State Architect (OSA) for preparing concept design, plans, and specifications (schematics) which were used by Forest Service to develop preliminary design, plans, and specifications.

9. This agreement is effective upon approval by the State Department of General Services and signed by the parties hereto, and will expire one year following completion of construction, unless terminated by ninety (90) days written notice by either party to the other: Provided that any funds on deposit will be available for expenses incident to closing out the work beyond the period of written notice.

10. Exhibit II displays an estimate of project costs. The percentage of space use and costs to be shared by the parties will be based upon the design prospectus in item B.1.

11. Exhibit III outlines contact locations for both parties.

12. This agreement may be amended by the mutual written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, by the duly authorized representatives, have executed this agreement this as of the last date written below.

CALIFORNIA DEPARTMENT OF  
FORESTRY AND FIRE PROTECTION

SIERRA NATIONAL FOREST  
USDA – FOREST SERVICE

BY: \_\_\_\_\_

BY:

\_\_\_\_\_  
JOSEPH P. KEATING

JAMES L. BOYNTON  
Forest Supervisor

Date: \_\_\_\_\_

Date:

[\(see Table of Contents\)](#)