



FS Agreement No. 24-RO-11020300-034

Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between The
PENNINGTON COUNTY HWY DEPARTMENT
And The
USDA, FOREST SERVICE,
REGION 2, BLACK HILLS NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between Pennington County Hwy Department, hereinafter referred to as “County,” and the USDA, Forest Service, Region 2, Black Hills National Forest, hereinafter referred to as the “U.S. Forest Service,” as specified under the authority and provisions of the Cooperative Forest Road Agreement #24-RO-11020300-003 executed between the parties on December 26, 2023.

Project Title: Nichols Quarry Rock Crushing

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on December 26, 2023. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.



- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the Nichols Quarry Rock Crushing Agreement with Pennington County. The work is as described in the hereby incorporated Financial and Operating plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

- Perform in accordance with the Financial and Operating Plan, Exhibit A and Exhibit B (Aggregate Specification).
- Contract for aggregate crushing services in Nichols Quarry.
- Crush 45,000 ton in 3/4" specification gravel (see Exhibit B) for the County at the price obtained in open competition bidding (estimated \$449,650 cost).
- Crush \$100,000 in Exhibit B specification at the price obtained in open competition bidding for the U.S. Forest Service.
- Maintain separate stockpiles for U.S. Forest Service gravel and County gravel.
- Provide contract administration services and coordinate quality control inspections with the Forest Service to assure correct materials are produced.
- Identify and coordinate with the Forest Service if filler source locations are needed to meet specifications.
- Bill the U.S. Forest Service for actual costs incurred, not to exceed \$100,000.

IV. THE U.S. FOREST SERVICE SHALL:

- Perform in accordance with the Financial and Operating Plan, Exhibit A.
- Provide funding in the amount of \$100,000 for products of the aggregate crushing contract.
- Provide quality control review at times requested by the County. Requests should be made 24 hours in advance during normal business hours.
- Coordinate with County personnel and approve filler source locations if needed.
- Identify and designate gravel stockpile locations.
- PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$100,000, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of



County’s annual invoice. Each invoice from the County must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) County’s name, address, and telephone number
- 2) U.S. Forest Service agreement number: **24-RO-11020300-034**
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be sent by one of three methods (email is preferred):

EMAIL: SM.FS.ASC_GA@USDA.GOV POSTAL: USDA Forest Service
 Albuquerque Service Center
 Payments – Grants & Agreements
 101B Sun Ave NE
 Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: landon.dinius@usda.gov

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

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Joe Miller 3601 Cambell Street Rapid City, SD 57701-0124 Telephone: (605) 394-2166 FAX: (605) 394-2168 Email: joe.miller@pennco.org	Lloyd LaCroix 130 Kansas City St Ste 100 Rapid City, SD 57701-2044 Telephone: (605) 394-2166 FAX: (605) 394-2168 Email: lloyd.lacroix@pennco.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Landon Dinius 1019 N. 5th Street Custer, SD 57730 Telephone: (605) 673-9238 FAX: (605) 673-9350 Email: landon.dinius@usda.gov	Dave Graham 8221 Mount Rushmore Road Rapid City, SD 57702 Telephone: (605) 910-7017 FAX: n/a Email: david.graham@usda.gov



- B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.
- C. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.
- Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).
- D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of County’s purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or County from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of County’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of County’s products or activities.
- H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- I. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:



- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

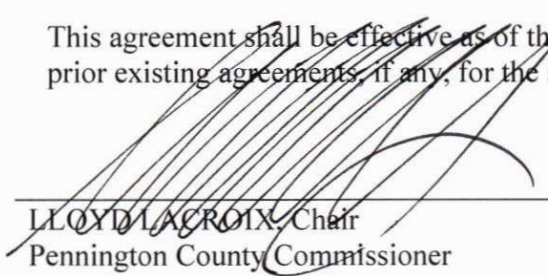
- J. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- K. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).
- L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through December 31, 2024 at which time it will



expire. The expiration date is the final date for completion of all work activities under this agreement.

M. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.



 LLOYD LACROIX, Chair
 Pennington County Commissioner

5/7/24

 Date

TONI STRAUSS Digitally signed by TONI STRAUSS
 Date: 2024.05.08 13:33:11 -06'00'

 TONI STRAUSS, Deputy Forest Supervisor
 Black Hills National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

DAVID GRAHAM Digitally signed by DAVID GRAHAM
 Date: 2024.05.01 13:23:15 -06'00'

 DAVID GRAHAM
 U.S. Forest Service Grants Management Specialist

Date



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$7,260.65	\$0.00	\$15,750.00	\$0.00	\$23,010.65
Travel	\$758.74	\$0.00	\$0.00	\$0.00	\$758.74
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$449,550.00	\$0.00	\$449,550.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00
Other					\$0.00
Subtotal	\$8,019.39	\$100,000.00	\$465,300.00	\$0.00	\$573,319.39
Coop Indirect Costs		\$0.00	\$46,530.00		\$46,530.00
FS Overhead Costs	\$1,283.10				\$1,283.10
Total	\$9,302.50	\$100,000.00	\$511,830.00	\$0.00	\$621,132.50
Total Project Value:					\$621,132.50

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 17.60%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 82.40%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Project Manager - Settle		\$609.11	5		\$3,045.55
Project Engineer - Ormesher		\$448.38	5		\$2,241.90
FS/Co Engineer Lisison/COR Dinius		\$493.30	4		\$1,973.20

Total Salaries/Labor					\$7,260.65
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Travel

Standard Calculation

Travel Expense		Cost/Trip	# of Miles		Total
Eng Vehicle 3020		\$63.23	12		\$758.74

Total Travel					\$758.74
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total

Total Equipment					\$0.00
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Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total

Total Supplies/Materials					\$0.00
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Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total

Total Printing					\$0.00
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Other Expenses**Standard Calculation**

Item		# of Units	Cost/Unit		Total
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Total Other					\$0.00
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Subtotal Direct Costs**\$8,019.39****Forest Service Overhead Costs**

Current Overhead Rate	Subtotal Direct Costs			Total
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16.00%

\$8,019.39

\$1,283.10

Total FS Overhead Costs				\$1,283.10
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TOTAL COST**\$9,302.50**

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total

Total Salaries/Labor	\$0.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total

Total Travel	\$0.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total

Total Equipment	\$0.00
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Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total

Total Supplies/Materials	\$0.00
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Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total

Total Printing	\$0.00
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Other Expenses**Non-Standard Calculation**

FS Contribution to crushing contract
(Crushing USFS aggregate) \$100,000.00

Total Other**\$100,000.00****Subtotal Direct Costs****\$100,000.00****Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs			Total
	\$100,000.00			\$0.00

Total Coop. Indirect Costs**\$0.00****TOTAL COST****\$100,000.00**

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulae, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor	
Non-Standard Calculation	
Contract preparation, award and administration	\$15,750.00
Total Salaries/Labor	\$15,750.00

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
Total Travel					\$0.00

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Total Equipment					\$0.00

Supplies/Materials	
Non-Standard Calculation	
Aggregate Crushing for County (45,000 ton)	\$449,550.00
Total Supplies/Materials	\$449,550.00

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
Total Printing					\$0.00

Other Expenses**Standard Calculation**

Item		# of Units	Cost/Unit		Total
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Total Other					\$0.00
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Subtotal Direct Costs**\$465,300.00****Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs			Total
10.00%	\$465,300.00			\$46,530.00
Total Coop. Indirect Costs				\$46,530.00

TOTAL COST**\$511,830.00**



Exhibit B

Aggregate Specification

The materials shall consist of stone, gravel, slag or other approved materials crushed to the required size. A filler of finely crushed stone, sand, or other finely divided mineral matter shall be added as needed to meet gradation requirements.

The composite surfacing material shall be free of organic and other deleterious materials.

A minimum of 50% by weight of the coarse aggregate shall be particles having at least one fractured face unless the natural material has sufficient angularity, as determined by the government, to provide the necessary binding quality.

The aggregate shall conform to the following requirements:

:
Pennington County Specific Gradation Requirements
Gravel Surfacing
Gravel Specification
By dry weight
Passing

¾ inch sieve	100
No. 4 sieve	50%-78%
No. 8 sieve	37%-67%
No. 40 sieve	13%-35%
No. 200 sieve	4.0%-15.0%
Plasticity Index	4-12
LA Abrasion Loss (maximum)	40
Crushed Particles (minimum) +#4 Sieve	30% 1-CF

USDA Forest Service Specific Gradation Requirements
Percentages by weight passing square mesh sieve - (AASHTO T27)
Gravel Specification
By dry weight Passing

3 inch sieve	100%
No. 4 sieve	15% to 45%