



U.S. Department
of Transportation

**Federal Highway
Administration**

Western Federal Lands Highway Division

610 East Fifth Street
Vancouver, WA 98661-3801
(360) 619-7700 FAX: 360-619-7846

September 15, 2008

Mr. George J. Cannelos
Denali Commission Transportation Manager
Denali Commission
510 L Street
Anchorage, AK 99501

In Reply Refer To: HFL-17

Dear Mr. Cannelos:

Reimbursable Agreement No. DTFH70-08-X-50009
Denali Commission Agreement No. 01033
Coffman Cove Dock Construction



Enclosed is one fully executed copy of the above subject Agreement that was signed by Western Federal Lands Highway Division (WFLHD) September 15, 2008.

In accordance with the Debt Collection Improvement Act of 1996, all payments between Federal Agencies must be billed via Intra-Governmental Payment and Collections (IPAC). The Agency Location Code (ALC) for Federal Highway Administration, Western Federal Lands Highway Division is 69-05-0001. If you have any questions regarding billing information, please call Genise Dance, Financial Specialist, at (360) 619-7534.

If you have any questions regarding this Agreement, please contact Mike Traffalis, P.E. at (360) 619-7787 or myself at (360) 619-7565.

Sincerely yours,

Marlene M. Marcellay
Contracting Officer

Enclosures: DTFH70-08-X-50009
cc: Mike McKinnon, Denali Commission
Mike Traffalis, Project Manager, WFLHD
Phyllis Chun, Planning & Programs Manager, WFLHD
Genise Dance, Finance, WFLHD
Acquisition file: DTFH70-08-X-50009

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**MOVING THE
AMERICAN
ECONOMY**



DENALI COMMISSION AGREEMENT

Project: Coffman Cove Dock Construction

Denali Commission Agreement Number 01033

Other Agency's Agreement No: WFLHD# DTFH70-08-X-50009

(check one)

- Denali Commission is the Requesting Agency
 Denali Commission is the Servicing Agency

EFFECTIVE DATE: See Block 8c, Signature DateEXPIRATION DATE: December 31, 2009

Page 1 of 7

1. AGREEMENT. This Reimbursable Agreement (including the attached standard conditions) constitutes the entire agreement between the requesting agency and the servicing agency.

2a. AUTHORITY OF REQUESTING AGENCY: (check all that apply)

23. U.S.C. 204, Highways, Federal Lands Highway Program. (Applies when WFLHD is the requesting agency and state agencies, civil subdivisions of a state, or Tribes will be performing services relating to planning, research, engineering, construction of roads/bridges, or transit facilities within public lands/NPS/Indian reservations.)
- 31 U.S.C. 1535, The Economy Act (Applies when 23 U.S.C. 308 does not apply. Authorizes one federal agency to secure items/services from another federal agency.)
- Other. _____

2b. AUTHORITY FOR SERVICING AGENCY:

23. U.S.C. 308, Highways, Cooperation with Federal and State Agencies & Foreign Countries. (Applies when WFLHD is the Servicing Agency who will be performing engineering or other services to another Federal agency or to State/local government agencies.)
- Other. _____

3a. REQUESTING AGENCY ADDRESS

Denali Commission
510 L Street, Suite 410
Anchorage, Alaska 99501

3b. SERVICING AGENCY ADDRESS

Western Federal Lands Highway Division
610 East Fifth Street
Vancouver WA 98661-3801

4a. Denali Commission Accounting & Appropriation Data:
95-69X8083.67

4b. SERVICING AGENCY Accounting & Appropriation Data:

5. FUND AMOUNT

Amount Obligated by this Action: \$1,000,000.00

6. PAYMENT AND BILLING The other party to this agreement is a:
(Check one)

- Federal Agency. Bill via Interagency Payment and Collection (IPAC) to Requesting Agency's Location Code (see block 7a or 7b, as applicable.)
- Other than a Federal Agency. Agencies must submit an acceptable invoice in a format and frequency designated in Section IV.

See "Financial Administration" portion of this document for further details.

7a. DENALI COMMISSION FINANCE BILLING INFORMATION

- 8-digit Agency Location Code (ALC): 95-67-0000
- DUNS #: 02-958-5416
- Tax ID #: 92-0173238
- Finance Office Contact: Jennifer Price
- Finance Phone: (907) 271-3500
- Finance FAX: (907) 271-1415
- Finance email: jprice@denali.gov

7b. SERVICING AGENCY FINANCE BILLING INFORMATION

- 8-digit Agency Location Code (ALC): 69-05-0001
- DUNS #: 928-338-219
- Tax ID #: 53-0204534
- Finance Office Contact: Jan Palmer
- Finance Phone: (360) 619-7624
- Finance FAX: (360) 619-7945
- Finance email: jan.palmer@fhwa.dot.gov

8a. Denali Commission APPROVAL (Name & Title - (type or print)
George J. Cannelos, Federal Co-Chair9a. OTHER AGENCY APPROVAL (Name & Title - type or print)
WFLHD Elizabeth M. Firestone, Contracting Officer

b. Signature

 for
George J. Cannelos

c. Date

9/10/08

b. Signature



c. Date

9/15/08

d. Phone: (907) 271-1414

Email: gcannelos@denali.gov

d. Phone: (360) 619-7961

Email: Elizabeth.Firestone@fhwa.dot.gov

DENALI COMMISSION AGREEMENT Project: Coffman Cove Dock Construction	Denali Commission Agreement Number 01033 Other Agency's Agreement No: _____
(check one) <input checked="" type="checkbox"/> Denali Commission is the Requesting Agency <input type="checkbox"/> Denali Commission is the Servicing Agency	EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>December 31, 2009</u>

Project Agreement

Denali Commission FY 2008-2009 Funding Assistance

State: Alaska

Project Title: Coffman Cove Dock Construction

Project Location: City of Coffman Cove on Prince of Wales Island SE Alaska.

Parties to the Agreement: Denali Commission

And

U.S. Department of Transportation
 Federal Highway Administration
 Western Federal Lands Highway Division (WFLHD)

Purpose of this Agreement: This Agreement documents the intent of the parties for the Coffman Cove Dock Construction project.

Authority: This Agreement is entered into between the undersigned parties pursuant to allocation of funds to Denali as defined in SAFETEA-LU. Denali Commission Resolution Number 06-17 passed May 23, 2006 established the intent of the Denali Commission to allocate funds to WFLHD for the preliminary scoping, and potential NEPA and design phase for the Coffman Cove Dock Construction. The approved fund total is \$1,000,000.

Funds allocated for this project were originally assigned to the construction phase of a project presented as design complete. However, examination of the project under Title 23 requirements found the project in need of preliminary engineering including environmental and Right of Way approvals for a public transportation facility, operated by a public organization with the authority to take a public harbor jurisdictional role. The project will comply with federal requirements including the compliance with the National Environmental Policy Act (NEPA). Before initiating NEPA a delivery plan must be agreed to by all parties. Amendments to the scope of this project agreement may be required dependent upon the decision of future NEPA document actions. Modifications to this agreement will be approved by an amended agreement signed by all parties.

Project Location: The project is located in the City of Coffman Cove, Alaska.

Project Scope: WFLHD has copies of plans developed by R&M for construction of the harbor facilities in Coffman Cove. The plans have not been updated since 2002. The Denali Commission is requesting a delivery plan recommendation on what is possible with the \$1,000,000 or how much additional funding is needed.

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The scope of this project is to make a recommendation to the Denali Commission on "next steps" for the Coffman Cove dock, including an estimate of the cost to update any existing plans, fulfill environmental requirements, and advertise and construct the project. Once the Denali Commission knows the potential options and costs; they will determine whether they will provide additional funding for this project. When, and if, additional funding or a scaled back project to match existing funding becomes viable, the Denali Commission will request WFLHD to conduct NEPA, Design the Project, advertise and award the construction contract, and provide contract administration for construction. Once the recommendation on "next steps" has been made to the Denali Commission, a separate project agreement will need to be developed that identifies any additional funding that will be needed to fully cover PE, CE, Construction award, contingencies, and claims.

Programmed Funding and Schedule: This project is currently funded at \$1,000,000 with Denali Commission funds.

Program Manager: David Brown

Contact Information:

Elaine Price, Mayor, City of Coffman Cove, (907) 329-2233
 Mike McKinnon, Denali Commission, (907) 523-9877

Quarterly reports will be filed with the Denali Commission to inform all parties on how scope, schedule and budget are progressing (see Reporting). The product of post scoping and Project Plan development is a preliminary engineering time line and budget to assist with prioritizing work tasks within the assigned funding.

WFLHD will ensure a quality product. WFLHD's designated project contact is the Program Manager.

Upon completion of the project scoping, project plan, and initiation of preliminary design work outlined above, WFLHD and the Denali Commission will hold a final meeting with the community to outline the next steps in project development. Project documents will be available for public review and use within the community, at the Borough and at the respective agencies.

Funding: \$300,000 will be allocated to perform the work described in this document. Funds remaining from the original \$1,000,000 Denali Commission grant will be allocated to perform work agreed to in a new agreement based on meetings and decisions that follow this "next steps" task.

Amendments to the Project Agreement: This Project Agreement may be modified by mutual agreement of the affected parties, generated by the Denali Commission.

Reporting: Two forms of project reporting are required under this Project Agreement, listed below. WFLHD shall submit reports using the Denali Commission's on-line Project Database System, available at www.denali.gov. If there are technical limitations which may prevent the WFLHD from meeting this requirement, please contact the Commission Program Manager listed in this Agreement.

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- a. **Progress Reports** shall be submitted on a quarterly basis. Reports are due within 30 days of the end of the reporting period. Progress reports shall include the following:
- i. Total project funding, including both Denali Commission funding and other project funding sources.
 - ii. The total project expenditures for the project as of the end of the reporting period, including both Denali Commission and Other funding sources.
 - iii. Updated schedule and milestone information as identified in the Scope of Work
 - iv. Narrative summary of the project status and accomplishments to date, and address the following questions: is the project on schedule, is the project on budget, and what actions are planned to address any project problems.
 - v. **Non-Construction Projects** For minor repair and renovation projects or other non-construction projects, pictures should be provided of before and after, or photos that are representative of the funded activity, to the extent possible. Photos shall be provided in a digital format as part of the on-line report. A short description of the activity and names of those in the photos shall also be provided.
- b. The project close-out report shall be completed within 90 days of the end of the Agreement performance period or within 90 days of the completion of the project, whichever is earlier.

The project close-out report shall be submitted on-line through the Denali Commission's on-line Project Database System, available at www.denali.gov. The project close out will require the WFLHD to submit the following information:

- a. Final data for each item listed in above section "Progress Reports"
- b. Final project expenditures itemized by the following categories: planning & design; materials & equipment; freight; labor; project administration/overhead and other expenses.
- c. Acknowledgement of support: For all non-construction projects, WFLHD shall include an acknowledgement of the Government's support for the project(s) developed under this agreement. The format for acknowledgement of the Government's support for non-construction awards will vary with each award and must be agreed upon between WFLHD and the Denali Commission Program Manager. Costs associated with this requirement shall be paid out of the project funding received by WFLHD from the Denali Commission.

I. TERM OF AGREEMENT

The terms and conditions of this agreement shall become effective with and upon execution by Denali Commission Contracting Officer and shall remain in effect through December 31, 2009, unless modified in writing by mutual agreement or terminated by either party upon thirty (30) days written notice. Full credit shall be allowed for each party's reimbursable costs and all non-cancelable obligations properly incurred up to the effective date of termination.

II. FINANCIAL ADMINISTRATION

Availability of Funds for Proceeding Fiscal Year: Funds are not presently available for performance under this Reimbursable Agreement beyond December 31, 2009 Denali Commission obligation for performance beyond that date is contingent upon the availability of appropriated funds from which payment under the agreement can be made. No legal liability on the part of Denali Commission for any payment may arise for performance under this agreement beyond December 31, 2009 until funds are made available by the Contracting Officer through written

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modification of the agreement.

A. **Total Agreement Amount:** See block #5, cover page, for funds obligated by this agreement.

Funding Citations: See blocks 4a & 4b. of cover page.

B. **IPAC:** In accordance with the Debt Collection Improvement Act of 1996, all payments between Federal Agencies must be billed via Intra-Governmental Payment and Collections (IPAC). The Agency Location Code (ALC) for Denali Commission is 95-67-0000. For IPAC payment approval, the Servicing Agency will submit all Billings to the Government with Support Data as costs are billed, and one final and complete billing marked **Final Invoice** for reimbursement of all eligible costs incurred not later than 180 days after satisfactory completion of the work pursuant to the provisions of Title 23 CFR 645.117.

C. **Reimbursable Payment:** The servicing agency is authorized to bill *quarterly* as costs are incurred and authorized, and should correspond to actual IPAC payment submission. The servicing agency is limited to recovery of actual costs only, with a progress report reflecting the progress to the date of the invoice. The report will note obstacles encountered, suggested solutions, progress to date, and identify costs and expenses as stipulated in the agreed upon cost budget for services rendered or supplies delivered, as stated in Section II, B. Cost Budget. Include back-up data with each request for payment. Back-up data includes all documents needed to support the requested IPAC reimbursement, such as record of contract payments, receipts, payrolls, and so on.

Submit cost support documentation:

Mr. Mike McKinnon,
 Transportation Program Manager
 Denali Commission,
 510 L Street, Suite 410
 Anchorage, Alaska 99501

D. **Administrative Fee:** Unless otherwise explicitly stated in this Agreement, the Denali Commission shall not be liable for any additional administrative fees.

III. KEY OFFICIALS

REQUESTING AGENCY – Denali Commission

Contact: Mike McKinnon
 Transportation Program Manager
 Voice: (907) 523-9877
 Fax: (907) 523-4946
 Cell: (907) 723-2798
 Email: mgmckinnon@gci.net

SERVICING AGENCY- Western Federal lands Highway Division (WFLHD)

Contact: Michael Traffalis
 Voice: (360) 619-7787
 Fax: (360) 619-7846
 Cell: (360) 607-2749
 Email: michael.traffalis@fhwa.dot.gov

IV. MODIFICATIONS

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Any modifications to the Agreement must be made in writing and agreed to by both parties. Such authorizations are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

V. AGREEMENT COMPLETION

When the Requesting Agency has accepted all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the requesting agency contact (See Close-out report).

VI. TERMINATION

Either agency may terminate this agreement upon 30-calendar day (or as designated in the statement of work) prior written notification to the other agency. If this agreement is terminated by the Servicing Agency, its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination. If this agreement should be terminated by the Requesting Agency, its liability shall extend only to pay for the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination.

VII. Agreement Standard Conditions

Financial

1. Funding. In no case will the Servicing Agency make commitments or expenditures beyond 100% of funds obligated under this agreement as modified.

2. Additional funds. The Requesting Agency and the Servicing Agency shall closely monitor funds. The Requesting Agency may increase the total obligation by modifying this agreement.

3. Duration of the agreement. When agreement performance is expected to extend beyond the funding limits of the Requesting Agency's appropriation, the agreement may be extended provided the agencies have executed a modification using new funding.

4. Agreement Closeout. Upon receipt of the final accounting of project costs, the Requesting Agency will close the Servicing Agency account. The remaining balance in the agreement account will be de-obligated by the Requesting Agency using an agreement modification (see "Agreement Completion" in the Administration portion of these standard conditions.)

Laws

5. Compliance with Applicable Laws. Both parties agree to comply with authorities, laws and regulations cited in this document.

6. 508 Compatibility. Each Electronic & Information Technology (EIT) item/service furnished under this agreement shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as updated in 1998.

7. Competition Requirements for Servicing Agency. All acquisitions awarded by the servicing agency in performance of this agreement shall comply with the Competition in Contracting Act (CICA), public law 98-369. (Applicable to agreements with other Federal agency)

Administration

8. Responsibilities. The Requesting Agency COTR and the Servicing Agency designated official shall be responsible for technical oversight of the specified item/service, as set forth in the attached statement of work.

9. Third Party Liability. With respect to third-party liability for acts arising out of the performance of official duties by a government employee of the Servicing Agency, the Servicing Agency undertakes responsibilities for the investigation, adjudication, settlement, and payment of any claim asserted against the United States; except that, in all cases, the responsibility for the investigation, adjudication, settlement, and payment of any claim with respect to third-party liability arising out of the use, damage, or destruction of loaned personal property shall be the responsibility of the particular agency that has custody and control of the said personal property. In addition, the Servicing Agency representative shall have the duty of investigating and reporting, in accordance with the Servicing Agency's regulations and policies, incidents occurring on, or involving that Servicing Agency's real property, and the Requesting Agency agrees to cooperate fully in such investigations.

10. Disputes. Agency employees responsible for the administration of this agreement will be the initial points of contact for any disputes arising under this agreement. Disputes may be submitted in writing to either of these persons. Any

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disputes that are not resolved at this level may be referred to their respective agency's reviewing official for resolution. Pending the resolution or claim pursuant to this article, the parties agree that performance of all obligations shall be pursued diligently in accordance with terms and conditions of the Agreement.

Other

11. Publication or Sharing Results. If either party publishes or shares any results arising from this agreement, they shall submit a proposed release to the cooperating party for review. Publication may be joint or independent, as agreed upon, always giving due credit to the cooperation and recognizing within proper limits the rights of the individuals doing the work. Software and documents may not be shared or used beyond the scope specified in the Statement of Work.

12. Property. Purchase of equipment required for performance of the work must be authorized by the agreement.

13. Travel. All travel under this agreement shall be in accordance with the Federal Travel Regulations, unless otherwise agreed to by both agencies.