



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-50008
Denali Commission Agreement No. 01043
2008 Various Reconnaissance Engineering Efforts



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-50008
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-50008

PRSM_PRMS_AG_

**MOVING THE
AMERICAN
ECONOMY**



DENALI COMMISSION AGREEMENT Project: 2008 Various Reconnaissance Engineering Efforts	Denali Commission Agreement No 01043 Other Agency's Agreement No: _____ WFLHD # DTFH70-08-X-50008
(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>March 31, 2009</u> <div style="text-align: right;">Page 1 of 12</div>

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.)

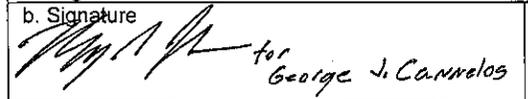
Other. _____

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. Akhiok Tsunami Road Repairs Recon \$250,000 2. Cheforak Subsistence ATV Road Recon \$50,000 3. Hooper Bay Community Streets Recon \$250,000 4. Hooper Bay ATV Trail Extension Recon \$50,000 5. Kwigillngok Kuicuaq Slough Subsistence ATV Trail Recon \$50,000 Total Recon Efforts = \$650,000	6. PAYMENT AND BILLING The other party to this agreement is a: (Check one) <input checked="" type="checkbox"/> Federal Agency. Bill via Interagency Payment and Collection (IPAC) to Requesting Agency's Location Code (see block 7a or 7b, as applicable.) <input type="checkbox"/> 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. COMMISSION FINANCE BILLING INFORMATION 1. 8-digit Agency Location Code (ALC): 95-67-0000 2. DUNS #: 029585416 3. Tax ID #: 92-0173238 4. Finance Office Contact: Jennifer Price 5. Finance Phone: 907-271-3500 6. Finance FAX: 907-271-1415 7. Finance email : jprice@denali.gov	7b. SERVICING AGENCY FINANCE BILLING INFORMATION 1. 8-digit Agency Location Code (ALC): 69-05-0001 2. DUNS #: 928-338-219 3. Tax ID #: 53-0204534 4. Finance Office Contact: Jan Palmer 5. Finance Phone: (360) 619-7624 6. Finance FAX: (360) 619-7945 7. Finance email: jan.palmer@fhwa.dot.gov
--	---

8a. Denali Commission APPROVAL (Name & Title - type or print) George J. Cannelos, Federal Co-Chair	9a. OTHER AGENCY APPROVAL (Name & Title - type or print) WFLHD Elizabeth M. Firestone, Contracting Officer		
b. Signature 	c. Date 9/10/08	b. Signature 	c. Date 9/15/08
d. Phone : (907) 271-1414 Email : gcannelos@denali.gov	d. Phone: (360) 619-7931 Email: Elizabeth.Firestone@fhwa.dot.gov		

DENALI COMMISSION AGREEMENT Project: 2008 Various Reconnaissance Engineering Efforts	Denali Commission Agreement No 01043 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>March 31, 2009</u>

Project Agreement

State: Alaska

Project Title: 2008 Requested Various Reconnaissance Engineering Efforts

Project Locations:

1. Akhiok
2. Cheformak
3. Hooper Bay
4. Kwigillngok

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 2008 Various Reconnaissance Engineering Efforts 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 preliminary work associated with 2008 Various Reconnaissance Engineering Efforts. The approved fund total is \$650,000.

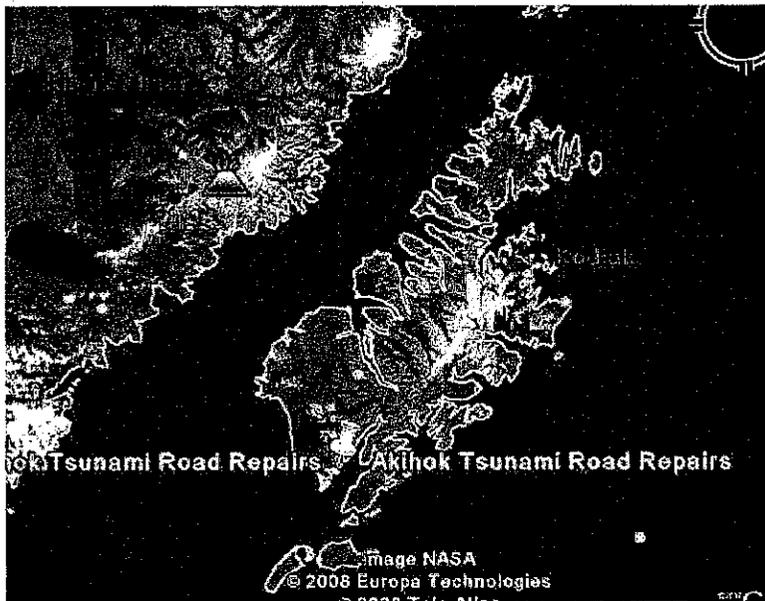
Funds allocated for this project are for the recon engineering of a public transportation facility, and are operated by a public organization. Modifications to this agreement will be approved by an amended agreement.

DENALI COMMISSION AGREEMENT Project: 2008 Various Reconnaissance Engineering Efforts	Denali Commission Agreement No 01043 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>March 31, 2009</u>

Project Scope:

1. Akhiok Tsunami Road Repairs Recon

LOCATION MAP



PROJECT LOCATION AND BACKGROUND

The City of Akhiok's current tsunami shelter is utilizing the access road to the city's water tanks extending an additional 1000 feet beyond. The current road is very narrow (City estimates place it at 8 to 9 feet), gravel, steep, and is impassable in winter. The City is looking to develop a less steep (grades could be whatever is feasible for winter time access) 12 foot wide gravel road. The city is also working with the Borough to possibly re-locate the Tsunami Shelter, which would change the current location of the evacuation road. Alaska DOT is currently developing an airport runway gravel re-surfacing project and access road reconstruction project and has completed material source development. The site review team should coordinate their recon trip with the Borough, State DOT Airports Division and Tribal Government so all are present for the review and development of a joint understanding of the needs for the project.

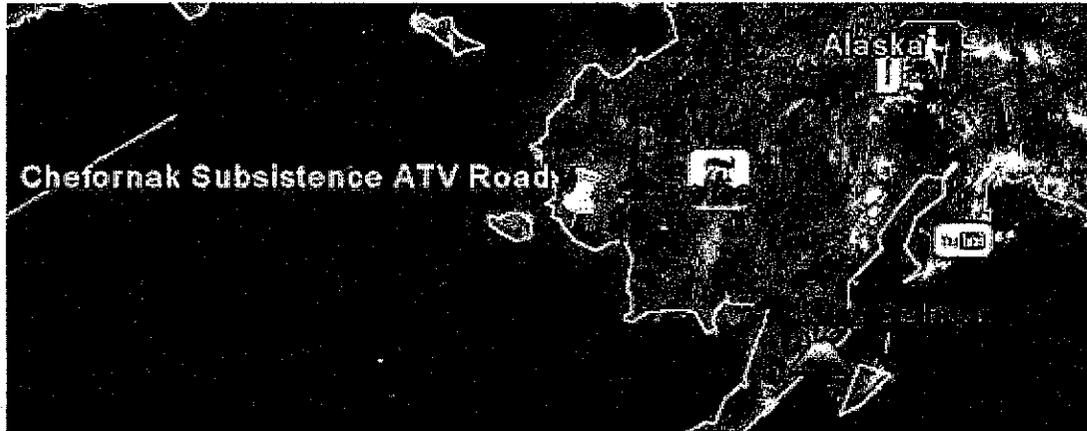
PROJECT SCOPE

- Provide project management/coordination.
- Perform desk top review obtaining existing data of air photos, site photos, other relevant data and assessment of local agencies contracting and construction capabilities.
- Schedule and conduct site scoping trip to confirm scope of work, forecast timelines, and construction costs for the proposed efforts.
- Determine current land ownerships and conceptual ROW impacts.
- Develop conceptual engineering alternatives with costs.
- Develop recommendation for delivery method.

DENALI COMMISSION AGREEMENT Project: 2008 Various Reconnaissance Engineering Efforts	Denali Commission Agreement No 01043 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>March 31, 2009</u>

2. Chefornak Subsistence ATV Road Recon

LOCATION MAP



PROJECT LOCATION AND BACKGROUND

Chefornak is a Yup'ik Eskimo village that is located in the lower portion of the Yukon-Kuskokwim Delta near the coast of the Bering Sea. It lies on the south bank of the Kinia River at its junction with Keguk River approximately 98 air miles southwest of Bethel. The Clarence Rhode National Wildlife Refuge surrounds the village. The proposed project includes 10+/-miles of improved surface roadway capable of two-way ATV traffic. The project commences at the native village of Chefornak and terminates at a traditional use area near the mouth of the Kinia River. The local village has estimated two bridges and nine other water crossings to be included in the project. The site review team should coordinate their recon trip with the Alaska Village Council Presidents, refuge, and village so all are present for the review and develop a joint understanding of the needs for the project.

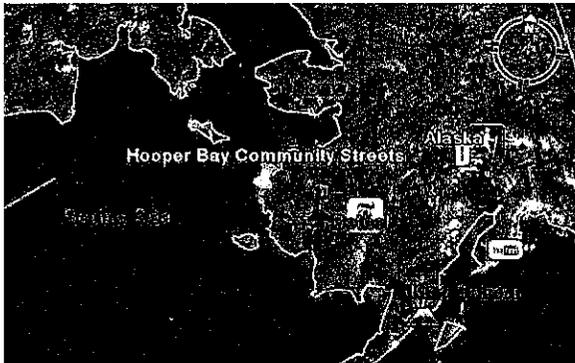
PROJECT SCOPE

- Provide project management/coordination.
- Perform desktop review obtaining existing data of air photos, site photos, other relevant data and assessment of local agencies contracting and construction capabilities.
- Schedule and conduct site scoping trip to confirm scope of work, forecast timelines, and construction costs for the proposed efforts.
- Determine current land ownerships and conceptual ROW impacts.
- Develop conceptual engineering alternatives with costs.
- Develop recommendation for delivery method.

DENALI COMMISSION AGREEMENT Project: 2008 Various Reconnaissance Engineering Efforts	Denali Commission Agreement No 01043 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>March 31, 2009</u>

3. Hooper Bay Community Streets Recon

LOCATION MAP



PROJECT LOCATION AND BACKGROUND

The project is located in Hooper Bay. The village street project would consist of rehabilitating and paving or applying dust palliative to 3.4 miles of road within the town. The proposed streets for improvement include Tundra Road, Uinaq Avenue, Naneng Drive, Tomaganuk Road, Blackberry Street, Hooper Street, Nunakak Street, Village Road, Lagoon Road, and No name road 1 and 2 (see application to Denali Commission). These roads are primarily major collector routes and provide vital access to a variety of critical community facilities including the school, regional clinic, government offices, village store, landfill, washeteria, sewage lagoon, boat launch, church, community building, airport, Sea Lion Corporation offices, post office, businesses and residential areas. Currently these roads do not meet the minimum AASHTO standard (in the opinion of the Village) and have widths generally less than 20 feet. The existing roads were constructed without consideration of vertical or horizontal alignment, have minimal or no surfacing and contain numerous potholes. In the spring and fall the roads also experience flooding due to lack of adequate drainage. Current roads also contribute to poor air quality as they are very dusty in summer months. The site review team should coordinate their recon trip with the Alaska Village Council Presidents and Village so all are present for the review and develop a joint understanding of the needs for the project.

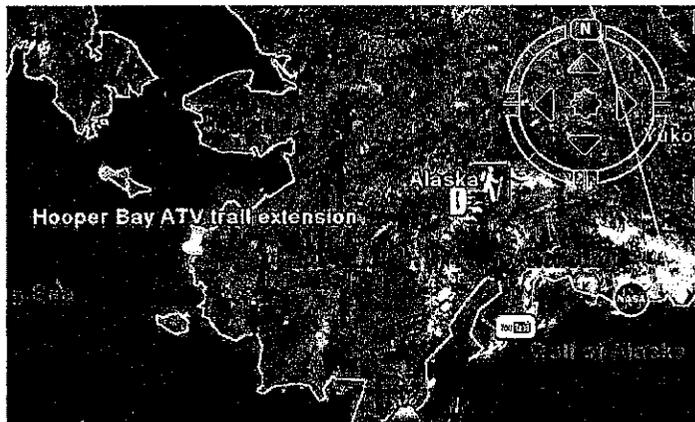
PROJECT SCOPE

- Provide project management/coordination.
- Perform desktop review obtaining existing data of air photos, site photos, other relevant data, and assessment of local agencies contracting and construction capabilities.
- Schedule and conduct site scoping trip, to confirm scope of work, forecast timelines, and construction costs for the proposed efforts.
- Determine current land ownerships, and conceptual ROW impacts.
- Develop conceptual engineering alternatives with costs.
- Develop recommendation for delivery method.

DENALI COMMISSION AGREEMENT Project: 2008 Various Reconnaissance Engineering Efforts	Denali Commission Agreement No 01043 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>March 31, 2009</u>

4. Hooper Bay ATV Trail Extension Recon

LOCATION MAP



PROJECT LOCATION AND BACKGROUND

The project is located in Hooper Bay. The ATV road (Hooper Bay subsistence trail) connects villagers to their subsistence areas. In 2007, approximately 1,970 feet of trail were hardened/repared by the Sea Lion Corporation with GeoBlock, and plans are to extend the trail an additional 8,130 feet in 2008 with similar repair techniques. This project will extend this trail further by connecting to either a subsistence area at Kokechik Bay, or the mountains to the NE. This trail would serve as the primary community arterial to Sea Lion Corporation Lands providing critical access to subsistence resources currently reached by multiple dispersed unimproved and non-designated ATV routes. The terrain for this requested ATV extension will encounter new areas. Past engineering solutions may prove to be valid for this extension but should not be assumed. There are anticipated stream crossings with opening requirements reaching 30 feet. These efforts are limited to Preliminary Design and developing and issuing a NEPA decision. The site review team should coordinate their recon trip with the Alaska Village Council Presidents, refuge, Tribal Corporation and Village so all are present for the review and develop a joint understanding of the needs for the project.

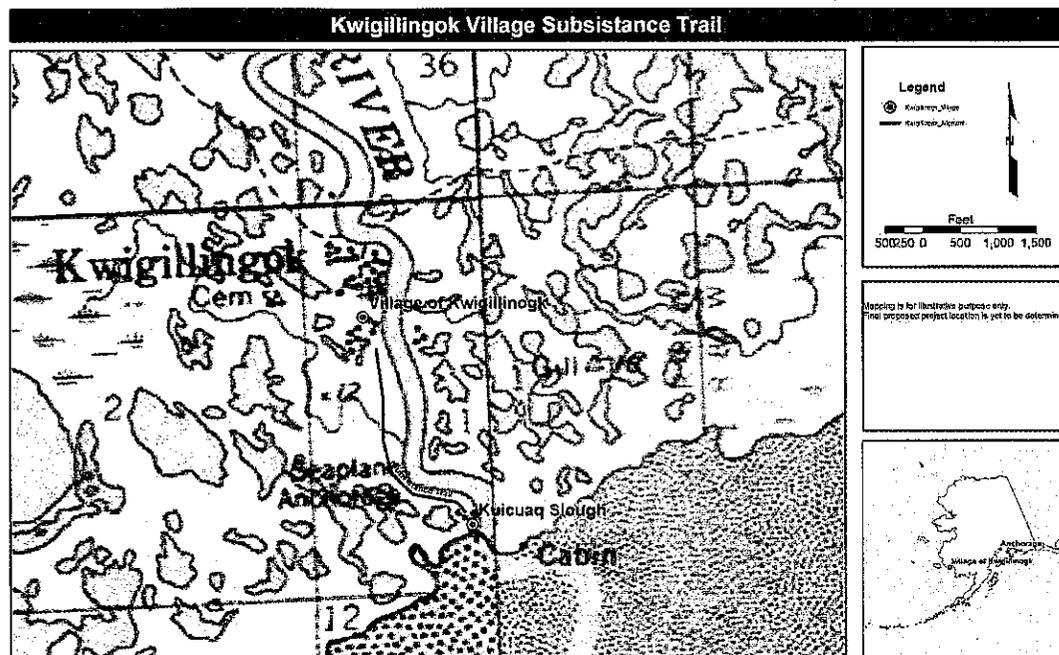
PROJECT SCOPE

- Provide project management/coordination.
- Perform desktop review obtaining existing data of air photos, site photos, other relevant data, assessment of local agencies contracting and construction capabilities.
- Schedule and conduct site scoping trip to confirm scope of work, forecast timelines, and construction costs for the proposed efforts.
- Determine current land ownerships, and conceptual ROW impacts.
- Develop conceptual engineering alternatives with costs.
- Develop recommendation for delivery method.

DENALI COMMISSION AGREEMENT Project: 2008 Various Reconnaissance Engineering Efforts	Denali Commission Agreement No 01043. 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>March 31, 2009</u>

5. Kwigillingok Kuicuaq Slough Subsistence ATV Trail Recon

LOCATION MAP



PROJECT LOCATION AND BACKGROUND

Kwigillingok Village is a Yup'ik Eskimo village located on the western shore of the Kuskowim Bay near the mouth of the Kwigillingok River. It is located in an Unorganized Borough and is approximately 77 miles southwest of Bethel and 388 miles west of Anchorage.

Kwigillingok Village was first documented in 1924 with a Moravian Church established around the 1920s. The community consists of a 98% Alaskan Native or part native population with the majority practicing commercial fishing and a subsistence lifestyle. The village has an estimated population of 378 with an unemployment rate of 28%, although 59% of the adult population is not in the workforce. The median income is \$36,000 with 34% living below the poverty level. Major employment comes from the school, village government, community stores, or commercial fishing.

For transportation, the village has a state-owned gravel airstrip and sea plane base to access major cities and the rest of the state. There are no docking facilities, although the village does launch boats from the mouth of the Kuicuaq Slough to access other costal villages, seal hunting, and fishing grounds. Within the village, boardwalks are used for local walkways. Snowmobiles and ATVs are used during the winter for land transportation. Other nearby villages that are accessible by winter trails are Kipnuk (35 miles) and Kongiganak (11.1 miles).

DENALI COMMISSION AGREEMENT Project: 2008 Various Reconnaissance Engineering Efforts	Denali Commission Agreement No 01043 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>March 31, 2009</u>

The Kuicuaq Slough subsistence trail is used by the community of Kwigillingok throughout the year. The trail connects the main boardwalk in Kwigillingok to the mouth of Kuicuaq slough on the Kwigillingok River. The villagers all partake in subsistence activities, and routinely use the area to launch their boats for seal hunting and fishing activities. During spring time when the ice is unsafe for travel, villagers are using these trails to haul gear and people to launch their boats in open water. This heavy use during the spring is causing impacts to the fragile tundra environment and hardening the trail will improve access to these subsistence areas, as well as protect the environment. It is estimated that the trail will need to be ½ mile long and the proposed width is 6.5 feet. The design of the trail employing Geo-Block technology is completed and the project is entirely on Native Corporation lands. No federal environmental compliance work has been done.

PROJECT SCOPE

- Provide project management/coordination.
- Perform desktop review obtaining existing data of air photos, site photos, other relevant data, and assessment of local agencies' contracting and construction capabilities.
- Schedule and conduct site scoping trip to confirm scope of work, forecast timelines, and construction costs for the proposed efforts.
- Determine current land ownerships, and conceptual ROW impacts.
- Develop conceptual engineering alternatives with costs.
- Develop recommendation for delivery method.

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.

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.

- 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:

DENALI COMMISSION AGREEMENT Project: 2008 Various Reconnaissance Engineering Efforts	Denali Commission Agreement No 01043 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>March 31, 2009</u>

- 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 March 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

(Use the following clause only if funds are not available for full term of the Reimbursable Agreement)

Availability of Funds for Proceeding Fiscal Year: Funds are not presently available for performance under this Reimbursable Agreement beyond March 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 March 31, 2009 until funds are made available by the Contracting Officer through written modification of the agreement.

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

DENALI COMMISSION AGREEMENT Project: 2008 Various Reconnaissance Engineering Efforts	Denali Commission Agreement No 01043 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>March 31, 2009</u>

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.

Submit cost support documentation and Progress Report to:

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, 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) 729-2798
 E-mail: 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
 E-mail: michael.traffalis@fhwa.dot.gov

VI. MODIFICATIONS

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.

VII. 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.

VIII. 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.

IX. AGREEMENT STANDARD CONDITIONS

DENALI COMMISSION AGREEMENT Project: 2008 Various Reconnaissance Engineering Efforts	Denali Commission Agreement No 01043 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>March 31, 2009</u>

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 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.

DENALI COMMISSION AGREEMENT Project: 2008 Various Reconnaissance Engineering Efforts	Denali Commission Agreement No 01043 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>March 31, 2009</u> Page 12 of 12

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.