



Financial Assistance

DENALI COMMISSION

510 "L" Street, Suite 410
 Anchorage, Alaska 99501
 (907) 271-1414 (phone)
 (907) 271-1415 (fax)
 www.denali.gov

Award Number	A0406
Project Title	Dust Control Demonstration Project, Phase II
Performance Period	April 2004 – December 2004

Recipient Name & Address
 State of Alaska
 Department of Transportation and Public Facilities
 Contact: Mike McKinnon
 Address: 3132 Channel Drive, Juneau, AK 99801
 Phone: 907.465.4069
 Fax: 907.465.6984

Authority
 112 Stat 1854

Denali Commission Finance
 Officer Certification

COC

Cost Share Distribution Table

Accounting Code	Denali Commission	Other Contributors	Total
95670000	\$260,000		\$260,000
			\$0
			\$0
			\$0
Total	\$260,000	\$0	\$260,000

This Financial Assistance approved by the Federal Co-Chair of the Denali Commission is issued in triplicate and constitutes an obligation of federal funding. By signing the three documents, the Recipient agrees to comply with the provisions indicated below and attached. Upon acceptance by the Recipient, two signed copies shall be returned to the Federal Co-Chair of the Denali Commission and the Recipient shall retain the third document. If not signed and returned without modification by the Recipient within 30 days of receipt, the Federal Co-Chair may unilaterally terminate this assistance document.

- Special Award Conditions and Attachments – Memorandum of Agreement for Project No. A0206
- Line Item Budget
- OMB Circular A-133, Audits of States, Local Governments and Indian Tribal Governments
www.whitehouse.gov/OMB/circulars/a133/a133.html

Administrative Requirements (check one)

- 15 CFR 24, Uniform Admin Requirements for Grants/Cooperative Agreements to State and Local Governments
www.access.gpo.gov/nara/cfr/waisidx_99/15cfr24_99.html
- 15 CFR, Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Nonprofit, and Commercial Organizations
www.access.gpo.gov/nara/cfr/waisidx_99/15cfr14_99.html

Cost Principles (check one)

- OMB Circular A-87, Cost Principles for State and Local Governments and Indian Tribal Governments
www.whitehouse.gov/OMB/circulars/a087/a087-all.html
- OMB Circular A-122, Cost Principles for Nonprofit Organizations
www.whitehouse.gov/OMB/circulars/a122/a122.html
- OMB Circular A-21, Cost Principles for Educational Institutions
www.whitehouse.gov/OMB/circulars/a021/a021.html
- 48 CFR 31.2, Contracts with Commercial Organizations

Signature of Authorized Official - Denali Commission <i>Jeff Staser</i>	Typed Name and Title Jeffrey B. Staser, Federal Co-Chair	Date 5.6.2004
Signature of Authorized Official <i>Mike Barton</i>	Typed Name and Title Mike Barton, Commissioner	Date 6.2.04

**MEMORANDUM OF AGREEMENT
BETWEEN THE
ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES
AND THE
DENALI COMMISSION**

**FOR A DUST CONTROL DEMONSTRATION PROJECT, PHASE II
DENALI COMMISSION PROJECT NO. A0406**

April 2004

Parties and Purpose

This Memorandum of Agreement (MOA) establishes an Agreement between the Alaska Department of Transportation and Public Facilities hereinafter referred to as DOT&PF, and the Denali Commission (an independent agency established by the Denali Commission Act of 1998) hereinafter referred to as the Commission.

The purpose of this Agreement is to establish the guidelines for completing a demonstration of effective dust control techniques to confirm suitability for rural community use, and to outline the costs of maintaining dust control efforts over time.

Background

In the last twenty years, even the smallest Alaska villages have developed vehicle fleets with large numbers of 4-wheel ATV's and at least several small trucks traveling on unpaved village roads. Larger villages and regional hubs including Bethel, Galena, Nome, Kotzebue and Barrow have a full range of vehicles including large trucks operating on local roads. In almost all these villages, airports are also generally not paved.

These roads and airports produce large amounts of dust that are a health hazard to residents. Regional health organizations report increased incidence of asthma amongst children and emphysema amongst elders due to PM10 particulates. In many villages traffic dust contaminates drying fish and meat. Road dust results in reduced visibility that results in travel safety problems.

Paving roads and airports with asphalt, a sound solution in cities and the regional hubs is expensive for small villages and is difficult to maintain on a routine basis. Dust control measures more appropriate to villages, include chip seal, high float and dust palliative chemicals provide cost-effective, long lasting solutions.

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Dust Control Demonstration Project, Phase II

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Scope of Work

The Commission shall provide \$260,000 to DOT&PF for the development of a construction phase dust control strategy to serve rural Alaskan villages. Strategies may include barge-mounted chip seal operations where appropriate and aircraft-based mobile chemical application operations where soil conditions or other factors make this application most appropriate.

DOT&PF shall manage the contract(s) for this project, and provide technical consultation and support at all project stages as well as review.

The total Commission funding for this Agreement is \$260,000 and is intended for use for the scope of work identified in the Agreement document only. In the event there is a balance of funding after the full scope of work is completed, then the Commission (in consultation with DOT&PF) will determine how the excess funds will be allocated. The final decision on how excess funds are used is a Commission decision, and may include withdrawing excess funds for reallocation to other Commission projects. DOT&PF will return any unexpended project funds (based upon pro rata project contributions) to the Commission at the end of the project Period of Agreement.

Period of Agreement, Amendment and Termination of Agreement

This Agreement shall be effective as of the date of the last signature and will remain in effect through December 2004. The Agreement will terminate upon the completion of the project, but may be amended at any time by mutual consent of the parties. Either party may terminate this Agreement by providing 60 days advance written notice to the other party.

Reporting

- A. A final closeout report shall be due by the end of the agreement period. The closeout report shall be submitted electronically through and in accordance with the Denali Commission's on-line close-out reporting system located at www.denali.gov. The closeout report shall include in the narrative and/or attachment section the following:
- i. Conclusions reached as to the most cost-effective and efficient dust control techniques depending on community size and soil type.
 - ii. Expenditure attribution by village and activity.
 - iii. An estimated range for annual expenditures required for each technique (by village size and soil type) to continue dust control after initial applications are in place.
 - iv. Photographic documentation showing "before" and "after" for each site to the extent possible.

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- B. A wage and residency report shall be submitted electronically through and in accordance with the Denali Commission's on-line wage and residency reporting system located at www.denali.gov. The wage and residency report shall be submitted on or near December 1, 2004.

Contact Information

For general information relating to the Agreement, contact:

DOT&PF Representative	Commission Representative
Mike McKinnon Senior Transportation Planner Alaska Department of Transportation & Public Facilities 3132 Channel Drive Juneau, AK 99801-7898 907.465.4069 907.465.6984 mike_mckinnon@dot.state.ak.us	Yuri Morgan Denali Commission 510 "L" Street, Suite 410 Anchorage, AK 99501 (907) 271-2372 Direct Line (888) 480-4321 Toll Free (907) 271-1415 Fax ymorgan@denali.gov
Jim Adams M&O Superintendent Alaska Department of Transportation & Public Facilities P.O. Box 1048 Nome, AK 99762 907.443.3444 907.443.2618 jim_adams@dot.state.ak.us	

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Other Provisions

If the terms of this Agreement are inconsistent with existing directives of either party entering into this Agreement, then those portions of the Agreement that are determined to be inconsistent shall be invalid but the remaining terms and conditions shall remain in full force and effect.

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty calendar days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

IN THE WITNESS WHEREOF, the parties have subscribed their names,

6.2.04
Date



Mike Barton
Commissioner
Alaska Department of Transportation & Public Facilities

7.14.2004
Date



Jeff B. Staser
Federal Co-chair
Denali Commission

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of wetlands hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Commissioner
APPLICANT ORGANIZATION	DATE SUBMITTED April 16, 2004