



## Financial Assistance Award

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

<b>Award Number</b>	394-08
<b>Award Title</b>	Port Alexander: South Cedar Street Boardwalk
<b>Performance Period</b>	April 15, 2008 – December 31, 2009
<b>Authorizing Resolution</b>	FY 08 Work Plan - Transportation

**Recipient Organization & Address**  
 Mr. Ron King  
 Division of Program Development  
 3132 Channel Drive, Suite 200  
 Juneau, AK 99801  
 Phone: (907) 465-2065  
 Fax: (907) 465-6984  
**Recipient DUNS # 61-761-6495    TIN # 92-6001185**

<b>Authority</b> 112 Stat 1854	<b>CFDA Number</b> 90.100
-----------------------------------	------------------------------

**Denali Commission Finance Officer Certification**

**Cost Share Distribution Table**

Accounting Code	Denali Commission	Other Contributors	Total
FHWA SAFETEA-LU SS 1960 Roads	\$254,716.00		<b>\$254,716.00</b>
DOT&PF State Match		\$25,284.00	<b>\$25,284.00</b>
<b>Total</b>	<b>\$254,716.00</b>	<b>\$25,284.00</b>	<b>\$280,000.00</b>

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

- Special Award Conditions and Attachments
- Line Item Budget
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations  
<http://www.whitehouse.gov/omb/circulars/a133/a133.html>
- Denali Commission and Federal Highway Administration Memorandum of Agreement 2006
- SAFETEA-LU Section 1960 or Section 1934, or Section 5309 as applicable
- Denali Commission and Department of Transportation & Public Facilities Memorandum of Agreement 2006

**Administrative Requirements (check one)**

- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments  
<http://www.whitehouse.gov/omb/circulars/a102/a102.html>
- 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (OMB Circular A-110)  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_05/2cfr215\\_05.html](http://www.access.gpo.gov/nara/cfr/waisidx_05/2cfr215_05.html)

**Cost Principles (check one)**

- OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments  
[www.whitehouse.gov/omb/circulars/a087/a087-all.html](http://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](http://www.whitehouse.gov/omb/circulars/a122/a122.html)
- OMB Circular A-21, Cost Principles for Educational Institutions  
<http://www.whitehouse.gov/omb/circulars/a021/a021.html>
- 48 CFR 31.2, Contracts with Commercial Organizations

<b>Signature of Authorized Official - Denali Commission</b> 	<b>Typed Name and Title</b> George J. Canelos, Federal Co-Chair	<b>Date</b> 4/29/08
---	--	------------------------

<b>Signature of Authorized Official - Department of Transportation &amp; Public Facilities</b> Rev: 2/2008 	<b>Typed Name and Title</b> Leo von Scheben P.E. L.S. MBA, Commissioner	<b>Date</b> 5/23/08
---	---	------------------------

***Award Conditions to the Financial Assistance Award  
Between the Denali Commission and  
Department of Transportation and Public Facilities  
For Port Alexander: South Cedar Street Boardwalk  
Award No. 394-08  
April 2008***

***1. Scope of Work***

Denali Commission is providing \$254,716 in Section 1960 SAFETEA-LU funds to the Department of Transportation and Public Facilities (DOT&PF) for the subject project. DOT&PF is providing \$25,284 in State Match as the required match funds to meet the \$280,000 project budget. Denali Commission and match funds will be managed by DOT&PF.

This project is to design and construct 720 linear feet of wood boardwalk extending south from the Waterline boardwalk within the Cedar Street right-of-way. The boardwalk will be six feet in width and include handrails if the drop-off to the ground is greater than 30 inches. A portion of the surface will be covered with asphalt roofing roll to minimize the slip hazard. If appropriate in this setting, segments across muskeg will be constructed with open grid cell plastic panels (e.g. the troad concept) instead of wood.

All Commission funding is intended for use for the scope of work identified in the Award document only. Any balance of funds remaining after the full scope of work has been completed will be returned to the Denali Commission.

***2. Milestones***

The following milestones are identified as the major steps to be completed as part of the project. "Planned" dates for the first milestone are included here. As part of each progress report, recipients shall update the progress toward meeting these milestones (see section 7, Reporting).

Milestone	Planned		Actual		Units	Total Cost At Completion
	Start Date	End Date	Start Date	End Date		
Design	04/15/08	09/01/08			0	\$0.00
In Progress	09/01/08	04/14/09			0	\$0.00
Construction	04/15/09	09/15/09			0	\$0.00
Project Close-out	09/16/09	12/31/09			0	\$0.00

***3. Award Performance Period***

The Award performance period is April 15, 2008 through December 31, 2009. This is the period during which Award recipients can incur obligations or costs against this Award.

#### **4. Direct and Indirect Costs**

The cost principles of OMB Circular A-87 are applicable to this Award. Direct costs associated with the South Cedar Street Boardwalk project are allowed under the Memorandum of Agreement (MOA) between Denali Commission and DOT&PF. Indirect costs, established through the DOT&PF Indirect Cost Allocation Plan (ICAP), are allowed as established by DOT&PF and approved by FHWA for Title 23 funds. The Denali Commission recognizes that these rates fluctuate each fiscal year and therefore retains the ICAP on file for reference. Please refer to the cost principles regulations for specific details on other allowable charges under this Award.

#### **5. Budget and Program Revisions**

The Administrative Circular, OMB A-102 applies to this Award. Please refer to the Administrative Circular for specific details on revisions to this Award. The Administrative Circular requires that DOT&PF will inform the Commission in writing (e-mail, letter, or report) at the earliest possible date of any unanticipated project cost overrun, project schedule delays, or changes in the project scope or changed site conditions.

#### **6. Payments**

Payments under this Award will be made by electronic transfer in response to a "Request for Advance or Reimbursement", Standard Form 270 (SF-270) submitted by the DOT&PF. Requests for reimbursements may be made as needed or at the end of each quarter but should be submitted no later than 30 days after the federal quarter. The SF-270 must be submitted to the Denali Commission via fax, e-mail ([finance@denali.gov](mailto:finance@denali.gov)) or mail in order for payment to be processed. The form is available on the OMB website: [http://www.whitehouse.gov/OMB/grants/grants\\_forms.html](http://www.whitehouse.gov/OMB/grants/grants_forms.html). Payments shall be made in accordance with OMB Circular A-102. Please contact the Denali Commission's Finance Specialist at (907) 271-1414 for further information about submitting this form. **No interest will be accrued on these funds.**

#### **7. Reporting**

Two forms of project reporting are required under this Award, listed below. DOT&PF shall submit reports using the Denali Commission's on-line Project Database System, available at [www.denali.gov](http://www.denali.gov). If there are technical limitations which may prevent the recipient from meeting this requirement, please contact the Program Manager listed in this agreement.

- a. **Progress Reports** shall be submitted on a quarterly basis. The first reporting period is April 15, 2008 to June 30, 2008, and quarterly thereafter. 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. Photographic documentation of project progress shall be provided with the progress reports for active construction projects. The photo documentation shall include a minimum of three, dated photos per reporting period such that a complete record of the construction is maintained over time, from "before," showing the situation before the start of construction, to "during" showing work proceeding on the project, and "after" to show the finished project. 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.
  - vi. 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. **Federal Single Audits** shall be submitted annually, when required. In accordance with OMB Circular A-133, which requires [subpart 200] "Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of this part [subpart 205]. The determination of when an award is expended should be based on when the activity related to the award occurs."

Recipients shall also submit single audits to the Federal Clearinghouse as designated by OMB. Information can be found on the following web-site:  
<http://harvester.census.gov/sac/>

#### **8. *Project/Award Close-Out***

The project close-out report shall be completed within 90 days of the end of the Award performance period or within 90 days of the completion of the project, whichever is earlier. Recipients must also draw down any remaining funds for expenditures incurred under this award during this 90-day period.

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](http://www.denali.gov). The project close out will require the recipient to submit the following information:

- a. Final data for each item listed in paragraph 7(a) "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 construction projects, the Award recipient shall display a sign that acknowledges the Government's support for the project(s) developed under this Award. The Commission will provide an appropriate sign. The Award recipient must request an indoor and/or an outdoor sign from the Commission office. Pickup or delivery of the sign can be arranged at that time.
- d. Acknowledgement of support: For all non-construction projects, the Award recipient shall include an acknowledgement of the Government's support for the project(s) developed under this Award. The format for acknowledgement of the Government's support for non-construction awards will vary with each award and must be agreed upon between the Award recipient and the Denali Commission Project Manager. Costs associated with this requirement shall be paid out of the project funding received by the Award recipient from the Denali Commission.

#### ***9. Public Policy Laws and Assurances***

Award Recipients are required to comply with the public policy laws and assurances on Standard Forms SF 424b (non-construction projects) or SF 424d (construction projects). This form must also be signed by a certifying official of the organization. Some of the laws are highlighted below for your reference.

To the maximum extent practicable, considering applicable laws, Funding Recipients shall accomplish the project contemplated by the Award using local Alaska firms and labor.

No portion of this award may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

Project level environmental reviews in accordance with the National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA) are required for each project undertaken with Denali Commission funds.

#### ***10. Non-Compliance with Award Conditions***

Recipients not in compliance with the terms and conditions of this Financial Assistance Award will be notified by the Denali Commission. The Denali Commission will work with the recipient to identify the steps necessary to bring them back into compliance, and will establish an appropriate time frame for the corrections to be made. If the corrections

have not been made by the deadline, the Denali Commission reserves the right to either suspend or unilaterally terminate the Financial Assistance Award for non-performance.

**11. Program Manager, Financial Manager & Other Contact Information**

<b>Denali Commission</b>	<b>Department of Transportation &amp; Public Facilities</b>
Mike McKinnon Program Manager 510 L Street, Suite 410 Anchorage, AK 99501 Phone: 907-586-9877 Fax: 907-271-1415 E-mail: <a href="mailto:mgmckinnon@gci.net">mgmckinnon@gci.net</a>	Jim Petropulos Project Manager 6860 Glacier Highway P.O. Box 112506 Juneau, Alaska 99811-2506 Phone: 907-465-1851 Fax: 907-465-3506 Email: <a href="mailto:jim.petropulos@alaska.gov">jim.petropulos@alaska.gov</a>
Betty Sorensen Grants Administrator 510 L Street, Suite 410 Anchorage, AK 99501 Phone: 907-271-3415 Fax: 907-271-1415 E-mail: <a href="mailto:bsorensen@denali.gov">bsorensen@denali.gov</a>	Elissa Weber SWP-Statewide Planning 3132 Channel Drive, MS 2500 Juneau, AK 99811-2500 Phone: 907-465-2744 Fax: 907-465-6984 Email: <a href="mailto:lisa.weber@alaska.gov">lisa.weber@alaska.gov</a>

## ASSURANCES - NON-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 (0348-0040), 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 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 cost) 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 award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. 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).
6. Will comply with all Federal statutes relating to nondiscrimination. 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 drug abuse; (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.
7. 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 or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with 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.

9. 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.
10. Will comply, if applicable, 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.
11. 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 flood 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).
12. 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.
13. 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.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. 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."
18. 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	
Leo von Scheben 		Commissioner	
APPLICANT ORGANIZATION		DATE SUBMITTED	
Department of Transportation & Public Facilities		Award 394-08	5/23/08

## 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.

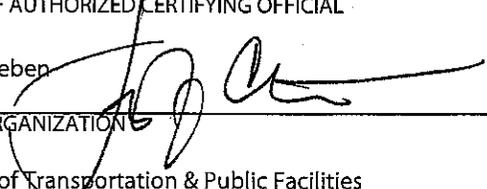
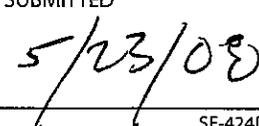
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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 drug abuse; (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 flood 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
Leo von Scheben 		Commissioner 
APPLICANT ORGANIZATION		DATE SUBMITTED
Department of Transportation & Public Facilities		Award 394-08 

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

**DENALI ACCESS SYSTEM AND SAFETEA-LU ROAD AND  
WATERFRONT DEVELOPMENT PROJECTS**

**August 2006**

**PARTIES AND PURPOSE:**

The purpose of this Memorandum of Agreement (MOA) is to establish a cooperative agreement defining certain terms and conditions for projects selected by or through the authority granted in Section 309 of the Denali Commission Act of 1988 (Pub. L. No. 105-277), Division C, Title III, 112 Stat. 2681-637, as amended by Section 1960 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU") (Pub. L. No. 109-59, 119 Stat. 1144).

The Commission is operating under the authority cited above.

The Alaska Department of Transportation and Public Facilities (DOT&PF) is the designated state transportation department authorized to receive Title 23 USC Federal Aid. DOT&PF is governed by Alaska Statute Title 2, Title 19, Title 35 and Title 44.42.

**SCOPE OF WORK:**

DOT&PF may participate in Commission project solicitation and selection processes through submittal of projects for consideration by the Commission's Transportation Advisory Committee (TAC). DOT&PF may advise the Commission on technical and engineering issues associated with projects submitted by others and may participate in Commission planning for highways, port and dock facilities, marine or marine connection facilities, and transportation access infrastructure.

The Commission and DOT&PF will advance selected projects by mutual agreement.

**TYPES OF DOT&PF ASSISTANCE**

The Commission seeks DOT&PF's assistance in undertaking Commission planning, project cost accounting, environmental, design, and construction responsibilities. DOT&PF's role in a project will be to assist the Commission, and will take one of three forms differentiated according to the level of DOT&PF involvement. The specific duties for a project will be outlined in a Grant Award document, discussed below.

Following are the three types of assistance generally anticipated by this agreement:

**1: DOT&PF Administered.**

DOT&PF Administered Projects are those where DOT&PF plans, designs and constructs the facilities. The Commission's primary role will be to fund the project. Unless otherwise agreed, DOT&PF will own and maintain the project when it is complete.

**2: DOT&PF Design, Procure and Monitor.**

Under this arrangement, the Commission and a third party entity ("Other") will sign a memorandum of agreement for a project. The memorandum will clearly identify the Other as owner, operator, and maintainer of the project, and will specify the assistance desired from DOT&PF.

DOT&PF's role is anticipated to include project cost accounting, as well as providing preconstruction and construction oversight services.

In no event will DOT&PF be responsible for cost overruns, delays, design standards used, maintenance and operations (M&O) responsibility, right-of-way (ROW) acquisition or certification, environmental litigation, or any cost deemed ineligible for federal reimbursement.

DOT&PF may prepare or review ROW acquisition documents and permit applications for Commission review if sufficient Commission funding and DOT&PF staffing exist for such services.

DOT&PF will not sign permits, acquire property, own any aspect of the project, or maintain the project when it is complete

**3: DOT&PF Project Cost Accounting and Periodic Inspection.**

Under this arrangement, the Commission and Other will sign a memorandum of agreement for a project. The memorandum will clearly identify Other as owner, operator, and maintainer of the project.

DOT&PF's sole and only role will be to provide project cost accounting and periodic inspection, and its liability will be accordingly limited. In no event will DOT&PF be responsible for cost overruns, delays, design standards used, maintenance and operations (M&O) responsibility, right-of-way (ROW) acquisition or certification, environmental litigation, project match or any cost deemed ineligible for federal reimbursement.

DOT&PF will not sign permits, acquire property, own any aspect of the project, or maintain the project when it is complete.

Periodic inspections performed by DOT&PF cannot determine if construction performed by Other followed the plans and specifications since the visits will occur at monthly or greater frequency. The purpose of periodic inspections is to verify that the required work was performed, to the extent that limited on-site observations permit.

## RESPONSIBILITY MATRIX

The following "Table 1" is a conceptual rendering of the three different project types discussed above and is differentiated by type of role that DOT&PF may play. The table delineates the responsible party for various project development issues. The obligations noted in the table are not binding unless incorporated into an appropriate Grant Award agreement or other document executed by authorized representatives for each party.

**Table 1: Responsibility Matrix**

<b>Issue</b>	<b>DOT&amp;PF Administered</b>	<b>Design, Procurement &amp; Monitoring</b>	<b>Project Cost Accounting &amp; Periodic Inspection</b>
<b>Project Funding</b>	Commission	Commission	Commission
<b>Project Matching Funds</b>	DOT&PF	DOT&PF	Other
<b>Denali Commission Policy - Due Diligence</b>	Commission	Commission	Commission
<b>Non-participation Costs &amp; Overruns</b>	DOT&PF	Commission	Commission
<b>Design Standard</b>	DOT&PF	Commission	Commission
<b>Prepare PS&amp;E Assembly</b>	DOT&PF	DOT&PF	Other
<b>Prepare NEPA Doc's</b>	DOT&PF	DOT&PF	Other
<b>Approval Responsibility of NEPA Documents</b>	Commission	Commission	Commission
<b>Prepare Permits</b>	DOT&PF	DOT&PF	Other
<b>Sign Permits</b>	DOT&PF	Commission	Other
<b>ROW Certification</b>	DOT&PF	Commission	Commission
<b>Procurement</b>	DOT&PF	DOT&PF	Other
<b>Project Cost Accounting</b>	DOT&PF	DOT&PF	DOT&PF
<b>Const. Monitoring</b>	DOT&PF	DOT&PF	Other
<b>Periodic Inspections</b>	NA	NA	DOT&PF
<b>Maintenance &amp; Operations</b>	DOT&PF	Other	Other
<b>Indemnification</b>	NA	Commission	Commission

### **PROJECT AGREEMENT DOCUMENTATION:**

The Commission and DOT&PF will execute a mutually agreed upon project Grant Award. The Grant Award will determine the parties' roles and responsibilities and is generally expected to track the responsibilities identified in Table 1. However, exceptions may be made on a project by project basis.

The Grant Award will not be executed until after DOT&PF has had the opportunity to review and comment on any applicable memoranda of agreement between the Commission and Other. DOT&PF may request amendments to agreements between the Commission and Other prior to signing the Grant Award. The Grant Award may be amended to change the amount of funds provided under the original Grant Award, modify the original scope, or change the performance period.

Grant Awards, or amendments and addenda, will provide details concerning the use of allocated federal funds, specific funding sources and reimbursable payment guidelines and rules. Grant Awards will define the scope, funding amount and sources, and timeline for each project.

### **PROJECT COST ACCOUNTING:**

The State of Alaska accounting system (AKSAS) will be the basis for financial documentation and reporting. The DOT&PF's third party billing system (TPBS) was established to comply with Title 23 USC and Office of Management and Budget (OMB) Circular A-87 Accounting Principles.

1. DOT&PF will submit requests for reimbursement (based on amounts from the TPBS) on a quarterly basis to the Commission using the SF-270 Request for Advance or Reimbursement. Reports SF 270 and SF 269 will be submitted together.

### **DOT&PF ROLES AND RESPONSIBILITIES:**

DOT&PF's roles and responsibilities may vary from project to project as set forth in the Grant Award document. However, unless otherwise agreed, the following general rules will apply:

1. For each project assigned under this agreement DOT&PF will, prepare a Project Management Plan (PMP) that defines the project scope, schedule and budget. The PMP will be presented to the Commission, and signed by the Commission and Other.
2. For Design, Procure and Monitor projects, DOT&PF will
  - (a) define environmental documents and permits needed, and will review the Right of Way documentation provided by the Commission for the project.
  - (b) perform design and/or construction, engineering and management.

(c) use standard DOT&PF practices and procedures for Federal-Aid projects. The Commission may specify a different design standard pursuant to Section 309(e).

3. If during the course of carrying out its Grant Award duties DOT&PF learns of any project cost overrun, project schedule delay, change in the project scope, or changed site conditions, DOT&PF shall inform the Commission in a timely manner.
4. Report financial expenditures and project progress in accordance with the "Reports" section of this agreement.
5. Except for DOT&PF Administered projects, approximately 60 days prior to substantial completion of project construction, notify the Commission. The Commission, in turn, will require that Other take ownership and assume responsibility for maintenance of the project.
6. Upon project completion, provide a closeout package inclusive of a Construction Final Estimate and a report from DOT&PF accounting system documenting total project expenditures and a Commission Project Database System closeout report.

#### **COMMISSION ROLES AND RESPONSIBILITIES:**

The Commission will:

1. Comply with and be responsible for all the terms and conditions contained in its memorandum of Understanding between the Commission and the Federal Highway Administration relating to the Denali Access System program Authorized in SAFETEA-LU.
2. Prepare a Grant Award for presentation and negotiation with DOT&PF as described above.
3. Review, modify as needed, and sign, a finding of no significant impact (FONSI) or other applicable environmental documents for each project.
4. Review, modify as needed and sign ROW certifications for each project ensuring ROW is adequate for project construction.
5. Maintain communications with DOT&PF and all other parties involved in a project to ensure an ongoing understanding and acceptance of project environmental, design and construction decisions.
6. Provide timely reimbursement for DOT&PF's services rendered under this memorandum of agreement.
7. Respond in a timely manner and/or inform DOT&PF regarding any communications pertaining to project cost overruns, project schedule delays, changes in the project scope, or changed site conditions.

## **REPORTS:**

1. Financial reporting shall be done on a quarterly basis (via SF-269 Financial Status Report) unless modified by the Commission's program manager. DOT&PF reports will be provided to the Commission within 30-days following the end of the quarter. Reports SF 269 and SF 270 will be submitted together.
2. Progress reporting shall be bi-monthly, (unless modified by the Commission's program manager), using the Commission's web-based Project Reporting System. DOT&PF will provide the status for each project, including project narrative, funding and expenditures, project photos (if applicable), and a statement on project progress. The information presented may vary in detail depending on the role DOT&PF plays in a particular project. In addition, DOT&PF and the Commission may report informally to third parties on project and program progress using standard reporting devices within each organization.
3. Both parties to this agreement will cooperate to ensure reporting is accomplished through interface of their respective automated reporting systems.
4. A final closeout report, submitted through the Commission's web-based Project Reporting System, is due within 90 days of the end of the performance period or completion of the project.

## **PROCUREMENT REQUIREMENTS:**

DOT&PF's procurement duties, if any, will be accomplished in accordance with AS 36.30, except as noted in 2 AAC 12.730, or by force account when approved through a DOT&PF Public Interest Finding.

## **INDEMNIFICATION:**

In all projects other than DOT&PF Administered, the Commission shall ensure that indemnification language acceptable to DOT&PF is inserted in Commission-Other agreements.

## **TRIBAL RELATIONS**

In any agreements between the Commission and tribal entities, DOT&PF's participation is contingent on review and approval by the Alaska Department of Law and may include a requirement to have a sovereign immunity waiver provision or other provisions as deemed necessary. The Commission agrees to assist and cooperate in making DOT&PF's requested changes.

**DURATION OF AGREEMENT:**

This Agreement shall continue in force until such time that the Commission or DOT&PF provides written notice of termination - one hundred and twenty days (120) in advance of termination date. In the event the agreement is terminated, any projects begun under the MOA will be completed or otherwise terminated in accordance with the provisions of this MOA and Title 23 USC.

**DISPUTE RESOLUTION:**

Should disagreement arise on the interpretation of the provisions of this MOA, or as amended, that cannot be resolved; the area(s) of disagreement will be stated in writing by each party and presented to the other party for consideration. This process shall take no longer than 30 days. If agreement on interpretation is not reached within an additional thirty days from exchange of the written interpretation(s), the parties may then move forward to mediation and/or arbitration with a neutral third party.

**SIGNATURES:**

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

8/17/06  
Date

*George J. Canelos*  
George J. Canelos  
Federal Co-Chair  
Denali Commission

8/15/06  
Date

*Mike Barton*  
Mike Barton  
Commissioner  
Alaska Department of Transportation and Public Facilities

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DENALI COMMISSION  
AND  
THE FEDERAL HIGHWAY ADMINISTRATION  
RELATING TO  
THE DENALI ACCESS SYSTEM PROGRAM  
AUTHORIZED IN SAFETEA-LU (PL 109-59)**

**I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to implement the requirements of Section 309 of the Denali Commission Act of 1998 ("Act") (Pub. L. No. 105-277, Division C, Title III, 112 Stat. 2681-637, as amended [codified at 42 U.S.C. 3121 note]) by Section 1960 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU") (Pub.L. No. 109-59, 119 Stat. 1144).

**II. Authority**

This agreement is entered into by the Federal Highway Administration (FHWA) and the Denali Commission (Commission) pursuant to SAFETEA-LU which redesignated and replaced Section 309 of the Act.

**III. The Commission agrees to:**

A. Provide SAFETEA-LU funds to capable agencies for the planning, design and construction of road and other surface transportation infrastructure in Alaska Native villages and rural communities.

B. Distribute SAFETEA-LU funds in accordance with Commission methodologies and procedures; consider recommendations by the Denali Access System Program Advisory Committee (a.k.a. Transportation Advisory Committee).

C. Comply with Title 23, U.S.C., Federal-aid program requirements, except as noted below. These requirements include, but are not limited to, metropolitan and statewide planning; procurement of engineering and design related service contracts; Title VI of the Civil Rights Act; prevailing wage rates; acquisition of right-of-way; right-of-way approvals; utility approvals; environmental approvals; design approvals; Plans, Specifications & Estimates (PS&E) approvals; concurrence in awards; and construction-related activities. ,

**1. Exceptions to Title 23, U.S.C.:**

a) Preference to Alaska Materials and Products – To construct a project under Section 309 of the Act, the Commission shall encourage, to the maximum extent practicable, the use of employees and businesses that are residents of Alaska.

b) Design Standards – Each project carried out under Section 309 of the Act shall use technology and design standards determined by the Commission to be appropriate given the location and functionality of the project.

c) For purposes of projects carried out under Section 309 of the Act, the Commission shall be designated as the lead agency for purposes of accepting Federal funds and for purposes of carrying out this project.

d) The Commission may utilize their own Federal contracting requirements for the letting of contracts.

#### IV. The FHWA agrees to:

Allocate funding, authorized and made available, to the Commission under Section 309 of the Act to pay the costs of planning, designing, engineering, and constructing road and other surface transportation infrastructure identified for the Denali Access System Program.

#### V. Funding and Reporting

A. The Commission may use funds made available for the Denali Access System Program to meet the non-Federal share of the cost of projects being developed under Title 23 U.S.C.;

B. The Federal share of the cost of any project that is solely being administered by the Denali Commission shall be determined in accordance with Section 120 (b) of Title 23 U.S.C. The non-Federal share match for these funds must come from non-Federal sources, unless the source of Federal funds has specific legislative authority that allows the match to be other Federal funds; and

C. Submit periodic reports to FHWA that summarize project development and construction activities. On a monthly basis, submit a year-to-date trial balance for all funds allocated by program and Treasury Symbol, no later than 5 working days from the end of the month, and an SF 133 by program no later than 15 calendar days from the end of the month. On a quarterly basis, submit a request for liquidating cash via SF 1151 (Nonexpenditure Transfer Authorization). Upon year-end closing (by the 8<sup>th</sup> working day following fiscal year-end), submit a breakout of obligations by program and object class, and a full-time equivalent (FTE) report. The fourth quarter report will include an annual program summary that includes number and types of projects, a final expenditure report and status of project completion.

#### VI. Point of Contact for the Commission and the FHWA:

For the Denali Commission:  
Director of Finance and Administration  
Denali Commission  
510 L Street, Suite 410  
Anchorage, AK 99501

907 271-1414 phone  
907 271-1415 fax  
888 480-4321 toll free

For the Federal Highway Administration:  
Deputy Division Administrator  
FHWA Alaska Division  
P.O. Box 21648  
Juneau, AK 99802

907 586-7418 phone  
907 586-7420 fax

VII. SUMMARY

This agreement shall become effective on the date of the approving signatures.  
Termination of this agreement or renegotiation of any part shall be by the mutual  
concurrence of both parties.

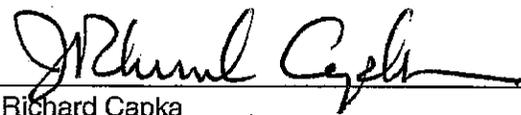
APPROVED

By the Denali Commission

  
\_\_\_\_\_  
George J. Cannelos  
Federal Co-Chair

17 July 06  
\_\_\_\_\_  
Date

By the Federal Highway Administration:

  
\_\_\_\_\_  
J. Richard Capka  
Administrator

6 JUL 06  
\_\_\_\_\_  
Date