



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

March 26, 2009

Mr. George Cannelos
Denali Commission
510 L Street, Suite 410
Anchorage, AK 99501

In Reply Refer To: HFL-17

Dear Mr. Cannelos:

Interagency Reimbursable Agreement No. DTFH70-09-X-50001
Denali Commission Agreement No. RA-500
Galena Barge Dock

Enclosed is one fully executed copy of the above subject Agreement that was signed by Western Federal Lands Highway Division (WFLHD) March 26, 2009.

If you have any questions regarding this Agreement, please contact Mike Traffalis, Highway Engineer at (360) 619-7620 or myself at (360) 619-7565.

Sincerely yours,

Marlene M. Marcellay
Contracting Officer

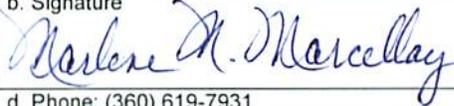
Enclosures (2): No. DTFH70-09-X-50003

cc: Mike Traffalis, P.E., WFLHD
Phyllis Chun, Planning & Program Manager, WFLHD
Genise Dance, Financial Specialist, WFLHD
Acquisition file: DTFH70-09-X-50003

**MOVING THE
AMERICAN
ECONOMY**



DENALI COMMISSION AGREEMENT Project: Galena Barge Dock		Denali Commission Agreement No: RA-500 Other Agency's Agreement No: <u>DTFH70-09-X-50001</u>
(check one) <input checked="" type="checkbox"/> Denali Commission is the Requesting Agency <input type="checkbox"/> Denali Commission is the Servicing Agency		EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>December 31, 2011</u>

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)			
<input type="checkbox"/> 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.) <input checked="" type="checkbox"/> 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.) <input type="checkbox"/> Other. _____			
2b. AUTHORITY FOR SERVICING AGENCY:			
<input type="checkbox"/> 23. U.S.C. 308, Highways, Cooperation with Federal and State Agencies & Foreign Countries. (Applies when WFLHD is the Servicing Agency who will be performing engineering or other services to another Federal agency or to State/local government agencies.) <input type="checkbox"/> Other. _____			
3a. REQUESTING AGENCY ADDRESS		3b. SERVICING AGENCY ADDRESS	
Denali Commission 510 L Street, Suite 410 Anchorage, Alaska 99501		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: 1517020200903 AK DEN 2009(3), Denali Commission Projects – Galena Barge Dock	
5. FUND AMOUNT Amount Obligated by this Action: \$1,400,000.00		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. WFLHD FINANCE BILLING INFORMATION		7b. SERVICING AGENCY 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		1. 8-digit Agency Location Code (ALC): 69-05-0001 2. DUNS #: 139-768-597 3. Tax ID #: 22-3934584 4. Finance Office Contact: Genise L. Dance 5. Finance Phone: (360) 619-7534 6. Finance FAX: (360) 619-7945 7. Finance email: genise.dance@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 Marlene M. Marcellay, Contracting Officer	
b. Signature 	c. Date 3/11/09	b. Signature 	c. Date 3/26/09
d. Phone : (907) 271-1414 Email: gcannelos@denali.gov		d. Phone: (360) 619-7931 Email: marlene.marcellay@fhwa.dot.gov	

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Project Agreement Galena Barge Dock

Denali Commission FY09 Funding Award

State: Alaska

Project Title: Galena Barge Dock

Project Location: Alaska

Parties to the Agreement: Denali Commission (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 Galena Barge Dock.

Authority: This Agreement is entered into between the undersigned parties pursuant to allocation of funds to Denali as defined in SAFETEA-LU. The Commission's Fiscal Year 2009 Transportation Advisory Committee Project Selection Meeting and subsequent approval of project selections by the Commission establishes the intent of the Commission to allocate funds to WFLHD for the Galena Barge Dock. The approved funding is \$1,400,000.

Funds allocated for this project are for the design review, environmental documentation (NEPA with permits), advertise, award, provide construction administration, and construction of a public transportation facility, and operated by a public organization. Modifications to this agreement will be approved by an amended agreement signed by all parties.

Project Location: This project is located in Galena, Alaska. Galena is located on the north bank of the Yukon River. It lies 45 miles east of Nulato, and 270 air miles west of Fairbanks. The 2007 State of Alaska Department of Commerce, Community and Economic Development (DCCED) certified population of Galena is 610. Galena was established in 1918 near an old Athabascan fish camp called Henry's Point. In 1920, Athabascans living 14 miles upriver at Loudon began moving to Galena to sell wood to steamboats and to work for hauling freight for the mines. A school was established in the mid-1920s, and a post office opened in 1932. Due to a severe flood in 1971, a new community site was

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developed at Alexander Lake, about 1 ½ miles east of the original townsite. City offices, the health clinic, schools, washeteria, store, and more than 150 homes were constructed at "New Town," and a City government was formed. Louden Tribal Council is a federally-recognized tribe and is located in the community. Subsistence food sources include salmon, whitefish, moose and berries are harvested. Galena serves as the transportation, government and commercial center for the western Interior. Federal, State, City, school and village government jobs dominate, but Galena has many other jobs in air transportation and retail businesses. 31 residents hold commercial fishing permits. The Alaska Native Claims Settlement Act (ANCSA) regional corporation for Galena is the Doyon, Limited. Galena is part of the Tanana Chiefs Conference, the regional native health corporation. The village corporation is Gana-A'Yoo, Limited; and the native housing authority is the Louden Village Council.

Project Scope:

This project involves design review, environmental documentation (NEPA with permits), advertise, award, provide construction administration, and construction of a new 3-cell sheetpile barge dock on the Yukon River. The proposed dock will be 120 feet long with a 40-foot vertical dock face. Approximately 450 tons of sheetpile will be driven into the bank, backed by 7,000 yards of gravel fill. 1,000 yards of armor stone will be placed at either end of the structure. The current design has been accepted by the Denali Commission as structurally completed. The Denali Commission is only looking to WFLHD to ensure the plans and specifications are billable and constructable.

Programmed Funding and Schedule: This project is currently funded at \$1,400,000 with Commission funds and is scheduled through December 31, 2011. WFLHD is expected to develop a detailed schedule of major milestones with a forecasted construction start date once they have started work.

Program Manager: David Brown, (360) 619-7602

Contact Information:

Mike McKinnon, Denali Commission, (907) 523-9877

Reporting: Two forms of project reporting are required under this Project Agreement, listed below. The 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:
 - 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

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- 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 during the construction 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.
- 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 Corps 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 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 Denali Commission. Pickup or delivery of the sign can be arranged at that time.

This Agreement shall be effective as of the date of the latest signature.

WFLHD will ensure a quality product. WFLHD's designated project contact is the Project Manager, Michael S. Traffalis.

WFLHD and the Commission will hold regular meetings, on a quarterly basis at a minimum, to review project status and to outline the next steps in project development. Project documents associated with this award will be available for public review.

Funding: \$1,400,000 of Commission funds are allocated to perform the work described in this agreement.

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

I. TERM OF AGREEMENT

The terms and conditions of this agreement shall become effective with and upon execution by Denali Commission

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Contracting Officer and shall remain in effect through December 31, 2011, unless modified in writing by mutual agreement or terminated by either party upon thirty (30) days written notice. Full credit shall be allowed for each party's reimbursable costs and all non-cancelable obligations properly incurred up to the effective date of termination.

II. FINANCIAL ADMINISTRATION

Availability of Funds for Proceeding Fiscal Year: Funds are not presently available for performance under this Reimbursable Agreement beyond December 31, 2011. Denali Commission obligation for performance beyond that date is contingent upon the availability of appropriated funds from which payment under the agreement can be made. No legal liability on the part of Denali Commission for any payment may arise for performance under this agreement beyond December 31, 2011 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.

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

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

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

Submit cost support documentation 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.

V. KEY OFFICIALS

REQUESTING AGENCY – Denali Commission

Contact: Mike McKinnon
 Transportation Program Manager
 Voice: (907) 523-9877
 Fax: (907) 523-4946

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Cell: (907) 723-2798
 Email: mgmckinnon@gci.net

SERVICING AGENCY- Western Federal lands Highway Division WFLHD

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

VI. MODIFICATIONS

Any modifications to the Agreement must be made in writing and agreed to by both parties.

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

agreement modification (see "Agreement Completion" in the Administration portion of these standard conditions.)

Financial

Laws

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

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

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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.

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.