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

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DENALI COMMISSION

April 23, 2009

In Reply Refer To: HFL-17

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

Dear Mr. Cannelos:

Interagency Reimbursable Agreement No. DTFH70-09-X-50003
Denali Commission Agreement No. RA-501
Innovative Readiness Training (IRT) – Chigniks Project

Enclosed is one fully executed copy of the above subject Agreement that was signed by Western Federal Lands Highway Division (WFLHD) April 23, 2009.

If you have any questions regarding this Agreement, please contact Ted Wood, Project Management Engineer at (360) 619-7715 or myself at (360) 619-7565.

Sincerely yours,

Marlene M. Marcellay

Marlene M. Marcellay
Contracting Officer

Enclosures (1): No. DTFH70-09-X-50003

cc: Ted Wood, WFLHD
Dale Lewis, WFLHD
Mike McKinnon, Transportation Program Mgr, Denali Commission
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: Innovative Readiness Training (IRT) Chigniks Project	**Denali Commission Agreement No: RA-501** **Other Agency's Agreement No:** DTFH70-09-X-50003
(check one) ☑ Denali Commission is the Requesting Agency ☐ Denali Commission is the Servicing Agency	EFFECTIVE DATE: See **Block 8c**, Signature Date EXPIRATION DATE: December 31, 2010

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

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

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

2b. AUTHORITY FOR SERVICING AGENCY:

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

3a. REQUESTING AGENCY ADDRESS	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 – IRT Chigniks Project**
5. FUND AMOUNT Amount Obligated by this Action: $150,000.00	6. PAYMENT AND BILLING The other party to this agreement is a: (Check one) ☑ Federal Agency. Bill via Interagency Payment and Collection (IPAC) to Requesting Agency's Location Code (see block 7a or 7b, as applicable.) ☐ Other than a Federal Agency. Agencies must submit an acceptable invoice in a format and frequency designated in Section IV. See "Financial Administration" portion of this document for further details.
7a. WFLHD 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 #: 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 Elizabeth M. Firestone, Contracting Officer	
b. Signature	c. Date 4/13/09	b. Signature	c. Date 4/23/09
d. Phone : (907) 271-1414 Email: gcannelos@denali.gov		d. Phone: (360) 619-7931 Email: elizabeth.firestone@fhwa.dot.gov	

Project Agreement
IRT Chigniks Project

Denali Commission FY09 Funding Award

State: Alaska

Project Title: Innovative Readiness Training (IRT) Chigniks Project

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 IRT Chigniks Project.

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 IRT Chigniks Project. The approved funding is $150,000.

Funds allocated for this project are for preliminary engineering of improvements to public transportation that will be 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 the area between Chignik Lagoon and Chignik Lake, Alaska.

Chignik Lagoon is located on the south shore of the Alaska Peninsula, 450 miles southwest of Anchorage. It lies 180 air miles south of King Salmon, 8.5 miles west of Chignik and 16 miles east of Chignik Lake. The Chignik Lagoon Village Council is a federally-recognized tribe and is located in the community. The 2007 State of Alaska Department of Commerce, Community and Economic Development (DCCED) estimated (not certified) population of Chignik Lagoon is 71. The people of this area have always been sea-dependent, living on otter, sea lion, porpoise, and whale. During the Russian fur boom from 1767 to 1783, the sea otter population was decimated. This, in addition to disease and warfare reduced the Native population to less than half its former size. Fishing is the mainstay of the economy in Chignik Lagoon, and the area serves as a regional fishing center. 29 residents hold commercial fishing permits. The

primary year-round employers are the village council, electric plant and school. Subsistence activities significantly contribute to food sources. The Native Village of Chignik Lagoon is the Village Council. The Alaska Native Claims Settlement Act (ANCSA) regional corporation for Chignik Lagoon is the Bristol Bay Native Corporation. The native housing authority is Bristol Bay Housing Authority.

Chignik Lake is located on the south side of the Alaska Peninsula next to the body of water of the same name. It lies 13 miles from Chignik, 265 miles southwest of Kodiak and 474 miles southwest of Anchorage. The Chignik Lake Traditional Council is a federally-recognized tribe and is located in the community. The 2007 State of Alaska Department of Commerce, Community and Economic Development (DCCED) estimated (not certified) population of Chignik Lake is 105. The present population traces its roots from the Alutiiq near Illnik and the old village of Kanatag near Becharof Lake. The community was the winter residence of a single family in 1903. Other families moved from surrounding communities in the early 1950s when a school was built. Fishing is the mainstay of Chignik Lake's economy. Eight residents hold commercial fishing permits. The people depend heavily on subsistence hunting and fishing, and utilize salmon, other fish, caribou, moose and seal. The Chignik Lake Traditional Village Council is the Village Council. The Alaska Native Claims Settlement Act (ANCSA) regional corporation for Chignik Lagoon is the Bristol Bay Native Corporation. The native housing authority is Bristol Bay Housing Authority.

Project Scope:
This project is to provide technical assistance to the Department of Defense, Innovative Readiness Training (IRT) program staff conducting a route location and topographic survey of a 12-16 mile road between Chignik Lagoon and Chignik Lake. The goal of WFLHD technical assistance is to ensure the route location and survey data will be suitable for subsequent design and construction under FHWA standards, albeit at the minimum standard practical due to remote location, very low volume ADT and a vehicle fleet comprised primarily of all-terrain vehicles, with occasional pickups and fuel/freight transfer trucks.

The project will include an onsite startup meeting to review site conditions, and to establish an IRT team work plan and WFLHD team work plan. The startup meeting will help determine the subsequent frequency of field reviews and/or site visits. The project may require one to two staff to remain on site for an extended period during summer survey work through areas with significant or difficult environmental and/or engineering issues to assist in day to day route location work. The military will provide housing, food, and transportation from King Salmon to Chignik Lake and Lagoon and onsite as needed. Denali Commission staff will be available to assist and/or coordinate with the WFLHD team as needed throughout the field season. Post-fieldwork data development will require WFLHD technical assistance, including a final review of the survey data and route location during the winter of 2009-2010.

Programmed Funding and Schedule: This project is currently funded at $150,000 with Commission funds and is scheduled through December 31, 2010.

Program Manager: Dale J Lewis, (360) 619-7706

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
   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. 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 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.

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, Andy Rasmussen.(360) 619-7899

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: $150,000 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 Contracting Officer and shall remain in effect through December 31. 2010, 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. 2010. 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, 2010 until funds are made available by the Contracting Officer though 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.

Submit cost support documentation and Progress Report to:

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

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.

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) 723-2798
Email: mgmckinnon@gci.net

SERVICING AGENCY- Western Federal lands Highway Division
Contact: Ted Wood, Project Management Engineer
Voice: (360) 619-7715
Fax: (360) 619- 7846
Cell:
Email: ted.wood@fhwa.dot.gov

IV. MODIFICATIONS

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

V. AGREEMENT COMPLETION

When the Requesting Agency has accepted all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the requesting agency contact.

VI. TERMINATION

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

VII. Agreement Standard Conditions

Financial

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

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

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

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

Laws

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

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

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

Administration

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

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

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

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