

<b>DENALI COMMISSION AGREEMENT</b>		Denali Commission Agreement Number RA-502
Project: <u>St. Paul Small Boat Harbor</u>		Other Agency's Agreement No: _____
(check one) <input checked="" type="checkbox"/> Denali Commission is the Requesting Agency <input type="checkbox"/> Denali Commission is the Servicing Agency		EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>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)

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.)

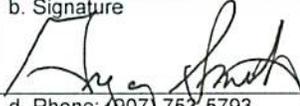
31 U.S.C. 1535, The Economy Act (Applies when 23 U.S.C. 308 does not apply. Authorizes one federal agency to secure items/services from another federal agency.)

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. Memorandum of Agreement between the Denali Commission and the Department of the Army dated March 27, 2007.

3a. REQUESTING AGENCY ADDRESS  Denali Commission 510 L Street, Suite 410 Anchorage, Alaska 99501	3b. SERVICING AGENCY ADDRESS  U.S. Army Corps of Engineers District, Alaska Attn: CEPOA-PM-ESP P.O. Box 6898 Elmendorf AFB, AK 99506-0898
4a. Denali Commission Accounting & Appropriation Data: 95-69X8083.67	4b. SERVICING AGENCY Accounting & Appropriation Data: <b>Corps will need to set up account codes</b>
5. FUND AMOUNT  Amount Obligated by this Action: \$600,000	6. PAYMENT AND BILLING The other party to this agreement is a: (Check one) <input checked="" type="checkbox"/> Federal Agency. Bill via Interagency Payment and Collection (IPAC) to Requesting Agency's Location Code (see block 7a or 7b, as applicable.)  <input type="checkbox"/> Other than a Federal Agency. Agencies must submit an acceptable invoice in a format and frequency designated in Section IV.  See "Financial Administration" portion of this document for further details.
7a. DENALI COMMISSION FINANCE BILLING INFORMATION  1. 8-digit Agency Location Code (ALC): 95-6-0000 2. DUNS #: 02-958-416 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: <a href="mailto:jprice@denali.gov">jprice@denali.gov</a>	7b. SERVICING AGENCY FINANCE BILLING INFORMATION  1. 8-digit Agency Location Code (ALC): S96951 2. DUNS #: 06-811-2791 3. Tax ID #: 92-0016677 4. Finance Office Contact: Christie Galles 5. Finance Phone: (907) 753-2594 6. Finance FAX: (907) 753-5626 7. Finance email: <a href="mailto:christina.b.galles@usace.army.mil">christina.b.galles@usace.army.mil</a>
8a. Denali Commission APPROVAL (Name & Title - type or print) George J. Cannelos, Federal Co-Chair	9a. OTHER AGENCY APPROVAL (Name & Title - type or print) Gregory N. Smith, CEPOA-PM
b. Signature 	b. Signature 
c. Date 4-15-09	c. Date 4/27/09
d. Phone : (907) 271-1414 Email : <a href="mailto:gcannelos@denali.gov">gcannelos@denali.gov</a>	d. Phone: (907) 753-5793 Email: <a href="mailto:gregory.n.smith@usace.army.mil">gregory.n.smith@usace.army.mil</a>

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## Project Agreement

### Denali Commission FY 09 Funding Assistance

**State:** Alaska

**Project Title:** St. Paul Small Boat Harbor

**Project Location:** St. Paul, Alaska

**Parties to the Agreement:** Denali Commission

And

U.S. Army Corps of Engineers District, Alaska

**Purpose of this Agreement:** This Agreement documents the intent of the parties for the St. Paul Small Boat Harbor.

**Authority:** This Agreement is entered into between the undersigned parties pursuant to allocation of funds to Denali Commission as defined in SAFETEA-LU. Denali Commission's Transportation Advisory Committee, through its selection and approval process has established the intent of the Denali Commission to allocate funds to the Corps of Engineers for construction of a portion of the St. Paul small boat harbor mooring basin. The approved fund total is \$600,000.

Funds allocated for this project are for construction. Amendments to the agreement scope and/or funding level may be implemented to reflect decisions made during construction.

**Project Background:** Saint Paul is located on a narrow peninsula on the southern tip of Saint Paul Island, the largest of five islands in the Pribilofs, in the eastern Bering Sea of Alaska. The original deep draft harbor was constructed in 1990. The Saint Paul small boat harbor project is part of a larger harbor improvements project authorized by Congress in 1996, which included construction of three offshore reefs to protect the main breakwater, deepening of the entrance channel and maneuvering basin, construction of inner harbor improvements and a channel to restore circulation in the salt lagoon. Construction of those features was completed in 2005. The harbor improvements authorization was amended by Congress in 1999 to add construction of a small boat harbor inside the main harbor.

**Planning and Coordination:** The Saint Paul Small Boat Harbor General Reevaluation Report/Environmental Assessment dated February 2006 documents the planning process for this project. The City of Saint Paul, as the project sponsor and cost share partner, facilitated public involvement during the planning phase.

**Project Scope:** The project consists of the following:  
 A. General navigation features, 80% federal and 20% local funding

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Entrance channel dredged to 16 feet MLLW  
 Maneuvering area dredged to 12 feet MLLW  
 Breakwater  
 Dredge disposal area (services area)  
 Circulation berm  
 Tidal pool and splitter breakwater realignment (mitigation)

B. Local Service Facilities, 100% local funding  
 Mooring basin dredged to 12 feet MLLW  
 Floats and Docks (not part of this contract)

**Programmed Funding and Schedule:** This project is currently funded at \$600,000 with Denali Commission funds. Other agencies have contributed funding as follows:

- City of Saint Paul/State of Alaska - \$3,970,000
- Corps of Engineers - \$15,730,000
- Central Bering Sea Fishermen's Association - \$6,570,000 (for Floats and Docks – not part of this contract)

**Program Manager:** Andrea Elconin

**Contact Information:**

Andrea Elconin, Project Manager, (907) 753-5680  
 Mike McKinnon, Denali Commission, (907) 523-9877

Quarterly reports will be filed with the Denali Commission to inform all parties on how scope, schedule and budget are progressing (see Reporting). The product of post scoping and project plan development is a preliminary engineering time line and budget to assist with prioritizing work tasks within the assigned funding.

The Corps will ensure a quality product. The Corps' designated project contact is the Program Manager.

**Project Purpose and Benefits:** The purpose of the project is to provide protected moorage for Saint Paul's small boat fleet, which will allow local fishermen to fully participate in the region's commercial fisheries.

**Proposed Work FY 2009-FY2011:**

Preliminary Engineering: Meet with the users and community for a scoping meeting and site visit. The Corps of Engineers plans to issue a contract for the construction of the Saint Paul Small Boat Harbor by May 15, 2009. The contract solicitation was issued February 2, 2009 and proposals were received March 16, 2009. The source selection board met March 17 and 18, 2009 to determine the technical acceptability of the proposals. The final selection has not been made yet.

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The proposed prices were higher than anticipated. The Corps is in the process of reprogramming funds from the Nome Harbor Improvements project into the Saint Paul project. This requires Congressional approval. The funding must be in place by May 1 to make award by May 15, 2009, when the proposal prices expire.

Once the contract is awarded the contractor will have 975 days to complete the work, until December 2011. A Corps Quality Assurance Representative will be on site at all times during construction to monitor progress and assure quality work.

Once the Corps contract is complete the Central Bering Sea Fisherman's Association will install a boat launch ramp, floats, docks, and a boat lift trailer.

Denali Commission funds will be used to dredge a portion of the mooring basin, up to but not exceeding \$600,000.

Project documents will be available for public review and use for all interested parties.

**Funding:** \$600,000 of Denali Commission funds will be 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, generated by the Denali Commission.

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

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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](http://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 the Commission office. Pickup or delivery of the sign can be arranged at that time.

**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, 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, as

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stated in Section II, B. Cost Budget. 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:

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, the 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](mailto:mgmckinnon@gci.net)

**SERVICING AGENCY- U.S. Army Corps of Engineers, Alaska District**

Contact: Andrea Elconin  
 Project Manager  
 Voice: (907) 753-5680  
 Fax: (907) 753-5626  
 Email: [andrea.b.elconin@usace.army.mil](mailto:andrea.b.elconin@usace.army.mil)

**IV. MODIFICATIONS**

Any modifications to the Agreement must be made in writing and agreed to by both parties. Such authorizations are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

**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 (See Close-out report).

**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.

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## 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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