

ADDENDUM No. 1 TO THE CONTRACT DOCUMENTS

Project: City of Unalaska Lake & River Restoration Projects

Addendum Issue Date: December 1, 2015

Issued for Bid Date: November 13, 2015

Bid Due Date: December 15, 2015, 2:00pm (AK)

Previous Addenda Issued: None

Issued By: Alexandra West
PND Engineers, Inc.
1506 West 36th Avenue
Anchorage, Alaska 99503

Notice to Bidders:

Bidders must acknowledge receipt of this addendum prior to the date set for bid opening by one of the following methods:

- (1) By acknowledging receipt of this addendum on the bid submitted.
- (2) By fax which includes a reference to the project and addendum number.

The bid documents require acknowledgment individually of all addenda to the drawings and/or specifications. This is a mandatory requirement and any bid received without acknowledgment of receipt of addenda may be classified as not being a responsive bid. If, by virtue of this addendum it is desired to modify a bid already submitted, such modification may be made by fax provided such a fax makes reference to this addendum and is received prior to the opening date specified above.

The contract Documents for the above project are amended as follows (all other terms and conditions remain unchanged):

ITEM 1

Contract: *City of Unalaska Lake & River Restoration Projects*
Section: *00030 Invitation to Bid*

There will not be a site visit after the pre-bid meeting; however, contractors are required to visit the site on their own prior to submitting a bid.

ITEM 2

Contract: *City of Unalaska Lake & River Restoration Projects*
Section: *00100 Instructions to Bidders*

Replace "All works shall be paid prevailing wage rates as described in the State of Alaska LABORERS' AND MECHANICS' MINIMUM RATES OF PAY, Title 36, Public Contracts, AS 36.05 & AS 35.10 Wage and Hour Administration Pamphlet No. 600 – Latest Revision" with "The higher of the current minimum prevailing wage rates as published 10 days prior to the bid date by the Alaska Department of Labor or the Davis Bacon Determinations must be paid. The wages published on that date will prevail throughout the entire project regardless of the duration. Apprentice hiring requirements shall be as required by the Davis Bacon Determinations".

ITEM 3

Contract: *City of Unalaska Lake & River Restoration Projects*
Section: *00100 Instructions to Bidders*

Replace “This Bid will remain subject to acceptance for 30 days after the day of Bid opening” with “This Bid will remain subject to acceptance for 60 days after the day of Bid opening”.

ITEM 4

Contract: *City of Unalaska Lake & River Restoration Projects*
Section: *00300 Bid Form*

Under “SUBCONTRACTORS” remove “in excess of \$5,000 and a copy of the City of Unalaska business license for the Contractor and each Subcontractor.”

ITEM 5

Contract: *City of Unalaska Lake & River Restoration Projects*
Section: *00300 Bid Form*

Replace Bid Proposal with attached. Task No. 2 and Task No. 3 have been removed from the base bid. Task No. 2 Overland Drive Outlet Swale Improvements is now Additive Alternate #5, and Task No. 3 was removed from the project.

ITEM 6

Contract: *City of Unalaska Lake & River Restoration Projects*
Section: *00500 Standard Form of Agreement between the Owner and Contractor*

Change **substantial completion date** to May 15th, 2016 and **final completion date** to May 30th, 2016.

ITEM 7

Contract: *City of Unalaska Lake & River Restoration Projects*
Section: *Part 3 – General Conditions*

Replace all of the Supplementary Conditions with the revised, attached Supplementary Conditions.

ITEM 8

Contract: *City of Unalaska Lake & River Restoration Projects*
Section: *Part 8 – Geotechnical Memorandum*

Add the attached Geotechnical Memorandum to the Issued for Bid Document set.

ITEM 9

Contract: *City of Unalaska Lake & River Restoration Projects*
Section: *Part 11 – Grant Documents*

Add the attached Grant Documents to the Issued for Bid Document set.

END OF ADDENDUM

A prebid tele-conference will be held on **December 4, 2015** at **2:00 p.m.** at the City of Unalaska Department of Public Works and at PND Engineers, Inc. Anchorage office. Bidders may attend either locations or via teleconference. Call in number and passcode are **1-800-315-6338** and **141100#**, respectively.

Future addenda are planned and will address, though not be limited, to the following items (for information only, contents of the addenda may change without notice):

1. Pre-Bid meeting minutes
2. Updated drawings and specifications (including edits to material specifications)
3. Project permits

BID PROPOSAL
City of Unalaska
LAKE & RIVER RESTORATION PROJECTS

Base Bid –LAKE & RIVER RESTORATION PROJECTS

| TASK NO. | NAME OF ITEM | UNIT | QUANTITY | UNIT COST | AMOUNT |
|----------|------------------------------------|----------|----------|-----------|--------|
| 1 | STEWARD ROAD DRAINAGE IMPROVEMENTS | LUMP SUM | 1 | | |

TOTAL BASE BID (NUMERICAL) _____

TOTAL BASE BID (WRITTEN TEXT) _____

Additive Alternate #1 – ARMSTRONG COURT DRAINAGE IMPROVEMENTS

| TASK NO. | NAME OF ITEM | UNIT | QUANTITY | UNIT COST | AMOUNT |
|----------|---------------------------------------|----------|----------|-----------|--------|
| AA1 | ARMSTRONG COURT DRAINAGE IMPROVEMENTS | LUMP SUM | 1 | | |

TOTAL ADDITIVE ALTERNATE #1 (NUMERICAL) _____

TOTAL ADDITIVE ALTERNATE #1 (WRITTEN TEXT) _____

Additive Alternate #2 – OVERLAND DRIVE DIVERSION CULVERT

| TASK NO. | NAME OF ITEM | UNIT | QUANTITY | UNIT COST | AMOUNT |
|----------|----------------------------------|----------|----------|-----------|--------|
| AA2 | OVERLAND DRIVE DIVERSION CULVERT | LUMP SUM | 1 | | |

TOTAL ADDITIVE ALTERNATE #2 (NUMERICAL) _____

TOTAL ADDITIVE ALTERNATE #2 (WRITTEN TEXT) _____

Additive Alternate #3 – OVERLAND DRIVE STORM DRAIN SYSTEM

| TASK NO. | NAME OF ITEM | UNIT | QUANTITY | UNIT COST | AMOUNT |
|----------|-----------------------------------|----------|----------|-----------|--------|
| AA3 | OVERLAND DRIVE STORM DRAIN SYSTEM | LUMP SUM | 1 | | |

TOTAL ADDITIVE ALTERNATE #3 (NUMERICAL) _____

TOTAL ADDITIVE ALTERNATE #3 (WRITTEN TEXT) _____

Additive Alternate #4 – OVERLAND DRIVE BASIN IMPROVEMENTS

| TASK NO. | NAME OF ITEM | UNIT | QUANTITY | UNIT COST | AMOUNT |
|----------|-----------------------------------|----------|----------|-----------|--------|
| AA4 | OVERLAND DRIVE BASIN IMPROVEMENTS | LUMP SUM | 1 | | |

TOTAL ADDITIVE ALTERNATE #4 (NUMERICAL) _____

TOTAL ADDITIVE ALTERNATE #4 (WRITTEN TEXT) _____

Additive Alternate #5 – OVERLAND DRIVE OUTLET SWALE IMPROVEMENTS

| TASK NO. | NAME OF ITEM | UNIT | QUANTITY | UNIT COST | AMOUNT |
|----------|--|----------|----------|-----------|--------|
| AA5 | OVERLAND DRIVE OUTLET SWALE IMPROVEMENTS | LUMP SUM | 1 | | |

TOTAL ADDITIVE ALTERNATE #5 (NUMERICAL) _____

TOTAL ADDITIVE ALTERNATE #5 (WRITTEN TEXT) _____

Additive Alternate #6 – LOWER ILIULIUK RIVER IMPROVEMENTS (not grant funded)

| TASK NO. | NAME OF ITEM | UNIT | QUANTITY | UNIT COST | AMOUNT |
|----------|-----------------------------------|----------|----------|-----------|--------|
| AA6 | LOWER ILIULIUK RIVER IMPROVEMENTS | LUMP SUM | 1 | | |

TOTAL ADDITIVE ALTERNATE #6 (NUMERICAL) _____

TOTAL ADDITIVE ALTERNATE #6 (WRITTEN TEXT) _____

BID FORM

Bidding Company:_____

Name (Printed):_____

Signature:_____Date:_____

Contractors License No._____ Business License No._____

Part 3

GENERAL CONDITIONS

REFERENCE:

1. "GENERAL CONDITIONS OF THE CONTRACT", constitutes the General Conditions of this Contract and is further revised and supplemented by the provisions of these Supplementary Conditions to the Contract, hereinafter called the "Supplementary Conditions." The General Conditions and the Supplementary Conditions are applicable to all of the Work under this Contract and shall apply to the Contractor and all Subcontractors.

SUPPLEMENTS: 2. The following supplements modify, change, delete, or add to the General Conditions. Where any article of the General Conditions is modified or any paragraph deleted, subparagraph or clause thereof is modified, or deleted by these supplements, the unaltered provisions of such article, paragraph, subparagraph or clause shall remain in effect.

SC-1 FEDERAL AWARD REQUIREMENTS

The funding for the Contract is provided in whole or in part from grants awarded by one or more Departments or Agencies of the Federal Government. Pursuant to said grant(s), Contractor is required to comply with, provide certifying documentation as required, and to incorporate into its agreements with any subcontractors as specified in General Conditions 6.13.3, the following provisions in the performance of the Contract.

The City is a pass through recipient of a federal award, a recipient, and the Contractor is the entity providing services under this contract as they are defined in 200 CFR 200 – Uniform Grant Guidance. The conditions of 2 CFR 200 and the Grant Agreement 10-CIAP-023 are hereby incorporated into this contract by reference as Federal Grant Conditions.

The various regulations and summations below were taken from the official codes, as of the effective date of the publication. However, there may be errors or omissions that have not been identified and changes that occurred after the publication was printed. The summations given are not intended to serve as a precise statement of the statutes and regulations of the State of Alaska and/or the Federal Government. To be certain of the current laws and regulations, refer to the official codes.

The Contractor is reminded that General Conditions, Article 7 – Laws and Regulation 7.1 required compliance with the all of the law. Exclusion of any specific requirement below does not relieve the Contractor of their responsibility for compliance with applicable Federal law and Federal Grant Funding requirements.

Reference Contract Requirements – The following requirements made by the Grantor are included elsewhere in the Project Manual and are provided here for reference.

1. Both parties are listed in the Contract in Section 0500 Standard Form of Agreement.
2. The funding source is listed on the first page of both the Project Manual and the Drawings.
3. The term of this agreement is specified in Section 0500 Article 2.
4. The General Conditions Section 5.4.2 specifies insurance requirements.
5. General Conditions 7.17 specifies the officials not to benefit clause.
6. General Conditions 3.7 specifies ownership of documents.
7. General Conditions 11.2 prohibits proceeding with the work prior to the Notice to Proceed.
8. General Conditions 14 contains the contract termination clauses.
9. General Conditions Article 13 specifies payment procedures.

Precedence of Contract Documents. General Condition 3.5.2 is amended whereby in the event of conflicts or discrepancies between these Federal Grant Funding provisions and any other Contract document, the Federal Grant Provisions take precedence.

Change Orders. General Conditions Article 10 – Contract Price: Computation and Change add Section 10.3.4 "In accordance with 43 CFR Subtitle A 12.76 (f) Contract Cost and Price. The Owner will perform a cost or price analysis in connection with every procurement action including contract modifications prior to receiving a proposal from the Contractor. The provisions of General Conditions 10.1 through 10.10 must

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then be used by the Contractor in preparing a proposal to the Owner, including profit as a separate line item, but the work in question must not proceed until compensation is agreed by both parties."

Legal Venue. General Conditions Article 15 – Claims and Disputes is amended to also include this statement "The venue of any legal action between the parties arising as a result of this Agreement shall be laid in the Third Judicial District of the Superior Court of the State of Alaska and this contract shall be interpreted in accordance with the laws of the State of Alaska."

Limits of Agreement. This Agreement does not create, between the Department of Commerce, Community, and Economic Development or the State of Alaska and the contractor, and contract or any relationship. The Department of Commerce, Community, and Economic Development and the State of Alaska are not liable for damages or claims from damages arising from the Contractor's performance or activities under the terms of this Agreement. The State of Alaska and the State of Alaska Department of Natural Resources are not liable for damages or claims from damages arising from the Contractor's performance or activities under the term of this Agreement.

Debarment and Suspension. Debarment and Suspension (Executive Orders 12549 and 12689) The Contractor certifies that they will abide by 2 CFR Part 180 Subpart C Responsibilities of Participants Regarding Transactions Doing Business With Other Persons and that by signing this agreement affirms that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Contractor must not subcontract (see 2 CFR 180.220) to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Administrative and Cost Principle Requirements. The Contractor must comply with the applicable prescribed administrative requirements and cost principles for grants and cooperative agreements established in 43 CFR Part 12 subparts C, D, and E.

System for Award Management. Contractor must maintain current registrations in the System for Award Management (www.sam.gov/portal/public/SAM/) throughout the Contract.

Lobbying. The Contractor certifies that in accordance with "43 CFR 18 (Appendix A): New Restrictions on Lobbying Certification for Contracts, Loans, and Cooperative Agreements (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement, the contractor shall complete and submit Standard Form -LLL "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The Contractor shall require that the language of this certification be included in the award documents of for all subcontracts and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Agreement imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not

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and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Drug-Free Workplace. In accordance with 2 CFR 1401 Government Wide Requirements for a Drug-Free Workplace (Financial Assistance) the Contractor must comply with drug-free workplace requirements in Subpart B (or subpart C, if an individual) of part 1401, which adopts 2 CFR Part 182; sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707.

Trafficking. The Contractor must comply with the terms of The Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)); Trafficking Victims Protection Reauthorization Act of 2003 (PL 108-193); Trafficking Victims Protection Reauthorization Act of 2005 (PL 109-164); President's Interagency Task Force to Monitor and Combat Trafficking in Persons (EO 13257) and Amending Executive Order 13257 To Implement the Trafficking Victims Protection Reauthorization Act of 2003 (EO 13333); and 2 CFR 175: Paragraph (g) of Section 106 of the Trafficking Victims Protection Act.

The Contractor, their employees, subcontractors, and subcontractors employees must not:

- i. Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect;
- ii. Procure a commercial sex act during the period of time that the Contract is in effect; or
- iii. Use forced labor in the performance of this Contract.

Transparency Act - 2 CFR 170: Reporting Subaward and Executive Compensation Information. The Contractor must assist the Owner in complying with the reporting requirements as laid out by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 170-252, hereafter referred to as "the Transparency Act" and OMB Publication "Open Government Directive – Federal Spending Transparency and Subaward and Compensation Data Reporting".

Seatbelts. 43 CFR 12.2 (e) Increasing Seat Belt Use in the United States (Executive Order 13043, April 16, 1997) The Contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

MBE/WBE Requirements. Contractor must comply with 2 CFR 200.321 Contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms and/or document good faith efforts to do so.

The Contractor must take the affirmative steps below when procuring subcontractors, materials, and supplies:

- i. Placing these qualified small business enterprises on solicitation lists;
- ii. Assuring that these businesses are solicited whenever there are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by these small business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by these business enterprises;
- v. Using the services and assistance of the DOI Office of Small and Disadvantaged Business Utilization (See <http://www.doi.gov/osdbu>), the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate.

Recycled Products. 2 CFR 200.322 Procurement of Recovered Materials. The Contractor must comply with Section 6002 Solid Waste Disposal Act of RCRA by giving preference to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA) (40 CFR parts 247-254).

Where more than \$10,000 will be spent on an item or a type of item, or more than \$10,000 was spent on the same in the previous 12-month period under a Federally funded Contract, the Contractor must use recovered materials to the maximum extent possible so long as they do not fail to meet the standards set forth in the applicable specifications and drawings. Submittals must state the percentage of recovered materials in each product and include a statement certifying that the percentage of recovered materials in the product meets the requirements of the specifications and drawings.

Exceptions for availability or price may only be made by the Contracting Officer in accordance with Section 6002 in consideration of satisfactory documentation from the Contractor prior to purchase. An unreasonable price is defined by the EPA Affirmative Procurement Program as a price that is greater than the price of a competing product made from virgin materials.

Buy American. Contractor must comply with the Buy American Act, 41 U.S.C. §§10a-10d and Title 48 CFR Part 25 and 43 CFR Subpart E 12.8 Buy American Act Construction Materials.

(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference too domestic construction material.

Components, used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

Construction Material, as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

Domestic Construction Material, as used in this clause, means (a) an unmanufactured construction material mined or produced in the United States, or (b) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to §12.810(a)(3) of 43 CFR part 12, subpart E shall be treated as domestic.

(b) The Contractor agrees that only Domestic Construction Material will be used by the contractor, subcontractors, materialmen, and suppliers in the performance of this Contract, except for foreign construction materials, if any, listed in this Contract.

Access to Contractor's Records. The Contractor shall promptly provide the Owner, the State of Alaska, the Federal Government of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

The Contractor must follow the requirements and regulations set forth in 28 CFR Parts 66.40 through 66.44 and 49 CFR Part 18. The Contractor must retain all of its records relating to the project for a period of six years after final payment to Contractor and all other pending matters are closed.

Davis-Bacon Act. The Contractor must comply with the requirements of the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148 as supplemented by Department of Labor regulations 29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction. In accordance with the statute, the Contractor is required to pay wages to laborers and

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mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor must pay wages not less than once a week.

Alaska Department of Labor Rates apply per Title 36 Public Contracts AS 36.05& AS 36.10 Wage & Hour Administration Pamphlet No. 600 except if a higher Federal rate is required due to partial Federal funding or other Federal participation, the higher rate must be paid.

Pay Standards. Contractor must comply with the Fair Labor Standards Act (29 U.S.C. 207) (29 CFR 510-794) The Fair Labor Standards Act (FLSA), which prescribes standards for the basic minimum wage and overtime pay, affects most private and public employment. It requires employers to pay covered employees who are not otherwise exempt at least the federal minimum wage and overtime pay of one-and-one half-times the regular rate of pay. State of Alaska rates apply as applicable.

Contract Work Hours and Safety Standards Act. The Contractor must comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

Compliance with Copeland "Anti-Kickback" Act. The Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented in Department of Labor regulations (29 CFR Part 3 Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland "Anti-Kickback" Act generally prohibits contractors or subcontractors on federally funded projects engaged in construction of buildings or public works from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance on Form WH-347 (40 U.S.C. 3145).

False Claims. The Contractor is subject to the False Claims Act (31 U.S.C. §3729 et seq.), which provides that suits under this Act can be brought by the government, or a person on behalf of the government, for false claims under federal assistance programs.

Fraud. The Contractor is subject to the Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812), which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal government for money (including money representing grants loans or other benefits).

Patents and Copyrights. The Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 28 CFR Part 66.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support."

In addition, (37 CFR 401) (35 U.S.C. 202-204) the Contractor may retain the entire right, title, and interest throughout the world to each subject invention. With respect to any subject invention in which the Contractor retains title, the Federal Government will have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

Units. Metric Conversion Act of 1975, as amended and "Metric Usage in Federal Government Programs" (Executive Order 12770) All progress and final reports, other reports, or publications produced under this award must employ the metric system of measurements to the maximum extent practicable. Both metric

and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the Contractor may use non-metric measurements to the extent the Contractor has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies to the Contractor.

Nondiscrimination: Equal Employment Opportunity. The Contractor assures the Owner that they will comply with and take affirmative action towards all applicable nondiscrimination requirements as set forth in 28 CFR Part 42 and Executive Order 11246 (41 CFR 60) Nondiscrimination in Employment by Government Contractors and Subcontractors. The Contractor shall abide by and include the provisions of the following EOE article in every contract entered into by any of its subcontractors who have more than \$10,000 in Federal work in a 12 month period, so that those provisions will be binding upon each subcontractor.

In accordance with 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", during the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

In addition:

The Contractor must comply with Title I-Employment of the Americans with Disabilities Act of 1990 (Public Law 101-336); in accordance with Title I of that Act, no covered entity shall discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, compensation, job training, and other terms, conditions, and privileges of employment.

The Contractor must comply with The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation.

The Contractor must comply with The Civil Rights Act of 1964 (42 U.S.C. §2000d) 43 CFR 17, Subpart A: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and DOI implementing regulations published at 43 CFR Part 17, Subpart A which prohibits discrimination on the grounds of race, color, or national origin or exclusion from participation in, be denied benefits or, or be otherwise subjected to discrimination under any programs or activities receiving Federal financial assistance. (1) Contractor may not, on the basis of race, color, or national origin, select, locate, or operate project facilities which will serve to exclude or limit opportunity for use or benefits. (2) Contractor must make reasonable efforts to inform the public of opportunities provided by Federal Aid projects and must inform the public that the projects are subject to Title VI compliance. (3) Though employment practices are not in themselves subject to Title VI, Title VI does apply to employment which may affect the delivery of services to beneficiaries of a federally assisted program. For the purpose of Title VI, volunteers or other unpaid persons who provide services to the public are included.

The Contractor must comply with 43 CFR 17, Subpart B: Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and DOI implementing regulations published at 43 CFR Part 17, Subpart B

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ensures that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (1) Contractor may not deny a qualified handicapped person the opportunity to participate in or benefit from Federal Aid project facilities or services afforded to others. (2) Contractor may not deny a qualified handicapped person the opportunity to participate as a member of a planning or advisory board. (3) The location of facilities shall not have the effect of excluding handicapped persons from, deny them the benefits of, or otherwise subject them to discrimination under any Federal Aid project.

The Contractor must comply with 43 CFR 17, Subpart C: The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) (45 CFR Part 90) and DOI implementing regulations published at 43 CFR Part 17, Subpart C prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Contractor must comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.) (45 CFR 86) prohibits discrimination on the basis of sex in any education program receiving Federal financial assistance. No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program receiving Federal financial assistance.

Whistleblower Protection. 41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection. The Contractor, Subcontractors and their employees are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239). The Contractor and their Subcontractors must inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

Historic and Cultural Preservation. Contractor must comply with §106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

Clean Air and Water Acts. The Clean Air Act, Clean Water Act, and Executive Order 11738, September 10, 1973, "Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans".

The Contractor must comply with the Clean Air Act. (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), Executive Order 11738, the 18 AAC 83 Alaska Pollution Discharge Elimination System (APDES) permits, and 18 AAC 70 Water Quality Standards.

Endangered Species Act. The Contractor must comply with the Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 et seq.) The intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the DOI, after consultation with the state, to be critical.

Invasive Species. The Contractor must comply with the "Invasive Species" Executive Order 13112 preventing the introduction of invasive species and provide for their control and to minimize the economic, ecological, and human health impacts that invasive species cause.

OWNER - The OWNER and CONTRACTING OFFICER are further defined as:

City of Unalaska
Department of Public Works
P.O. Box 610
Unalaska, Alaska 99685-0610
Tel. (907) 581-1260
FAX (907) 581-2187
Attn: Tom Cohenour, Director of Public Works

PROJECT MANAGER – The PROJECT MANAGER is further defined as:

Robert Lund
Department of Public Works
P.O. Box 610
Unalaska, Alaska 99685-0610
Tel. (907) 581-1260
FAX (907) 581-2187

ENGINEER - The ENGINEER is further defined as:

PND Engineers, Inc. 1506 West 36th Avenue
Anchorage, AK 99503
Tel. (907) 561-1011
Attn: Paul Kendall, P.E.

~~Engineer certifies that by signing this agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency~~

SC-23 ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.2 Copies of Contract Documents:

Change the paragraph to read: "The CITY shall furnish the CONTRACTOR up to four copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction."

SC-34 ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS

Add the following section:

"4.8 HAZARDOUS MATERIALS

- A. OWNER shall be responsible for any Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of WORK and which may present a substantial danger to persons or property exposed thereto in connection with the WORK at the site. OWNER will not be responsible for any such material brought to the site by the CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

PROJECT TITLE: **LAKE & RIVER RESTORATION PROJECTS**

DPW PROJECT NO.: 14101

- B. CONTRACTOR shall immediately stop all WORK in connection with such hazardous condition and any area affected thereby (except in an emergency as required in the General Conditions) and notify OWNER and ENGINEER (and thereafter confirm such notice in writing.) OWNER will promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume WORK in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto, and delivered to CONTRACTOR special written notice. Such written notice will specify that such condition and any affected area is or has been rendered safe for resumption of the WORK or specify any special conditions under which such WORK may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of adjustment, if any, in Contract Price or Contract Times as a result of such WORK stoppage or such special conditions under which WORK is agreed by CONTRACTOR to be resumed, either party may make a claim therefore and provided in Articles 10 and 11."

SC-45 ARTICLE 5 – BONDS, INSURANCE, AND INDEMNIFICATION

Item 5.4 *Insurance Requirements*, 5.4.1, add the following sentence:

"Regan Engineering - will act as the City's agents and shall be specifically named as additional insured under the insurance coverage so specified and where allowed. Additionally the Ounalshka Corporation and Dustan Dickerson shall be named as additional insured under the insurance cover."

Item 5.4 Insurance Requirements, 5.4.3;

~~Delete item 10 from the General Conditions. Builders Risk insurance is not required for this project.~~

~~Item 5.5 Indemnification, 5.5.2 A, add the following sentence:~~

~~"This Agreement does not create, between the Department of Commerce, Community, and Economic Development or the State of Alaska and the contractor, and contract or any relationship. The Department of Commerce, Community, and Economic Development and the State of Alaska are not liable for damages or claims from damages arising from the contractor's performance or activities under the terms of this Agreement.~~

~~The State of Alaska and the State of Alaska Department of Natural Resources are not liable for damages or claims from damages arising from the Contractor's performance or activities under the term of this Agreement."~~

SC-56 ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

~~Item 6.5 — Materials and Equipment, add the following:~~

~~"All procurement requirements for equipment or products must comply with Buy American requirements in 43 CFR part 12, subpart E, Buy American Requirements for Assistance Programs (43 CFR part 12, subpart E)."~~

Item 6.17, add the following:

6.17.4 The Contractor shall do whatever work is necessary for overall project safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the Contract period. This requirement shall apply continuously and not limited to normal working hours.

Safety provisions shall conform to Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and other applicable federal, state, county, and local laws, ordinances, codes, requirements set forth herein, and regulations that may be specified in other parts of these Contract Documents. Where these are in conflict, the more stringent requirements shall apply. Contractor shall become thoroughly familiar with governing safety provisions and shall comply with the obligations set forth therein.

PROJECT TITLE: **LAKE & RIVER RESTORATION PROJECTS**

The Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement required safety provisions. Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the safety program.

The Engineer's duty to conduct construction review of the Contractor's performance does not include a review or approval of the adequacy of Contractor's safety supervisor, safety program, or safety measures taken in, on, or near the construction site.

As part of safety program, Contractor shall maintain at its office or other well-known location at the job site, safety equipment applicable to the Work as prescribed by governing safety authorities, and articles necessary for giving first aid to the injured. Establish procedures for the immediate removal to a hospital or a doctor's care of persons who may be injured on the job site.

Contractor shall do all work necessary to protect the general public from hazards, including but not limited to, surface irregularities, trenches, excavations, and blasting. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work. Construct and maintain satisfactory and substantial fencing, railings, barricades, or steel plates, as applicable, at all openings, obstructions, or other hazards. Such barricades shall have adequate warning lights as necessary or required for safety.

Section 6.21, add the following:

6.21.22 Required Contractor submittals shall include but are not limited to the following:

Submittal List:

As defined in the general notes.

Additional submittals shall be provided as required in the project specifications.

SC-67 ARTICLE 7 – LAWS AND REGULATIONS

~~Item 7.19 – *Equal Opportunity Employer*; add the following sections:~~

~~"The CONTRACTOR may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, change in marital status, pregnancy, or parenthood. The Contractor shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.~~

~~The Contractor shall state, in all solicitations or advertisements for employees to work on this Contract, that it is an equal opportunity employer (EOE) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.~~

~~The Contractor shall include the provisions of this EOE article in every contract entered into by any of its subcontractors, so that these provisions will be binding upon each subcontractor."~~

~~Item 7.20 – *Americans with Disabilities Act*; add the following section:~~

~~"The Contractor will comply with Title I Employment of the Americans with Disabilities Act of 1990 (Public Law 101-336); in accordance with Title I of that Act, no covered entity shall discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, compensation, job training, and other terms, conditions, and privileges of employment."~~

~~Item 7.21 – *Disadvantaged Businesses*; add the following section:~~

~~"Comply with 43 CFR 12.76(e)(2)(i) through (vi) Contracting with small and minority firms, women's business enterprise and labor surplus area firms and/or document good faith efforts to do so. Necessary~~

PROJECT TITLE: **LAKE & RIVER RESTORATION PROJECTS**

~~information and forms are provided in Appendix F of these Contract Documents. The selected Contractor will be responsible for reporting and submission of the required forms to the State of Alaska in a timely and correct manner."~~

~~Item 7.22 *Lobbying*; add the following section:~~

~~"43 CFR 18 (Appendix A): New Restrictions on Lobbying Certification for Contracts, Loans, and Cooperative Agreements (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement, the contractor shall complete and submit Standard Form -LLL "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The contractor shall require that the language of this certification be included in the award documents of for all subcontracts and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Agreement imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."~~

SC-78 ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE

Item 11.2 *Starting the Work*; Change the second sentence to read as follows:

"CONTRACTOR shall notify the Contracting Officer at least fourteen (14) days in advance of the time actual construction operations will begin."

Item 11.5 *Extension Due to Delays*; Add the following sentence:

"Normal weather in Unalaska shall not be cause for time extension and the CONTRACTOR shall allow ample time in his schedule to accommodate normal weather delays and is responsible for necessary dewatering and snow removal (addendum #1)."

Item 11.8 *Delay Damages*; Add the following:

The following list includes but is not limited to the items used to determine the amount established for Liquidated Damages; ENGINEER's Fees; PROJECT MANAGER's Fees; CONTRACTING OFFICER's Fees; Impacts to Public Health; Lost Efficiency in the Movement of City Employees and Materials; Vehicle Wear and Tear; Public Inconvenience; and loss of grant funding.

SC-89 ARTICLE 13 – PAYMENTS TO CONTRACTOR AND COMPLETION

13.8 Retainage:

Delete the existing paragraph and replace with the following:

"The CITY will retain a maximum amount equal to 10% of the total amount earned on all progress payments. Once 50 percent of the work is complete and if the character and progress of the work have been satisfactory to the OWNER, the OWNER may determine that, as long as the character and progress of the work remain satisfactory to them, there will be no additional retainage on account of work complet-

PROJECT TITLE: **LAKE & RIVER RESTORATION PROJECTS**

DPW PROJECT NO.: 14101

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ed; in which case, the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the work completed."

| **SC-~~910~~ ARTICLE 15 – CLAIMS AND DISPUTES**

| ~~Item 15.6 — City Manager's Decision; Add the following:~~

| ~~"The venue of any legal action between the parties arising as a result of this Agreement shall be laid in the Third Judicial District of the Superior Court of the State of Alaska and this contract shall be interpreted in accordance with the laws of the State of Alaska."~~

Part 8

GEOTECHNICAL MEMORANDUM



MEMORANDUM

To: Robert Lund, PE

Date: 12/1/15

Cc: File

From: Paul Kendall, PE (Principal), and Alex West, EIT

Subject: Unalaska Lake & River Restoration Projects – Overland Drive Geotechnical Investigation

Robert,

On October 2, 2015, PND Engineers, Inc. (PND), with the assistance of City of Unalaska employees dug (4) test pits, designated as “TP-X”, in the existing ditch or on City-owned property along the north side of Overland Drive. See the attached figure for approximate test pit locations. Test pits were completed to the expected depth of storm water management structure installation or until refusal (at either bedrock or hardpan). The location of each test pit was selected based on preliminary design of the proposed storm drain system to be installed within the existing ditch, with each test pit being located on or adjacent, to a proposed manhole or within a proposed storm water management structure.

Test pits were located in representative areas, but soil material may differ from conditions actually found or encountered during construction. The geotechnical results from the test pits showed varying conditions including bedrock, organics, and loose soil.

TP-1

The first test pit was excavated approximately 150 feet up Overland Drive from the E. Broadway Avenue intersection, in the vicinity of proposed manhole SD-11. TP-1 was excavated to a depth of approximately 3.5 feet below ground surface (bgs) until bedrock was encountered. Material, above bedrock, consisted of gravel with sand, and organics with a vegetated mat at the surface. The following photo displays TP-1.



Photo 1. Test Pit 1

TP-2

The second test pit was located approximately 130 feet up Overland Drive from TP-1, in the vicinity of manhole SD-12. This pit was excavated to a depth of approximately 6 feet bgs prior to encountering either very large boulders or bedrock. The material in the test pit generally consisted of gravel, with some larger cobbles. Larger cobbles and boulders were mixed in as the pit was advanced further. The following photo shows TP-2.



Photo 2. Test Pit 2

TP-3

Test Pit 3 was excavated approximately 100 feet up Overland Drive from TP-2, in the vicinity of proposed manhole SD-13. Material within the pit consisted of an approximate 2-foot thick layer of organics and gravel, with the remainder of the pit consisting of gravel with silt, and approximately 3-foot diameter boulders intermixed. The pit was excavated approximately 10 feet bgs. No bedrock was encountered. TP-3 is shown in the following photo.



Photo 3. Test Pit 3

TP-4

The final test pit was excavated within an existing City-owned gravel pullout, adjacent to private property, and approximately 550 feet up Overland Drive from the E. Broadway Avenue intersection at the proposed settling pond location. TP-4 was excavated to a depth of 9 feet bgs. The top 2 feet of material was gravel surfacing for the pullout. The remainder of the pit was red/brown organics and gravel. Pieces of wood were encountered at approximately 8 feet. The following photo displays TP-4.



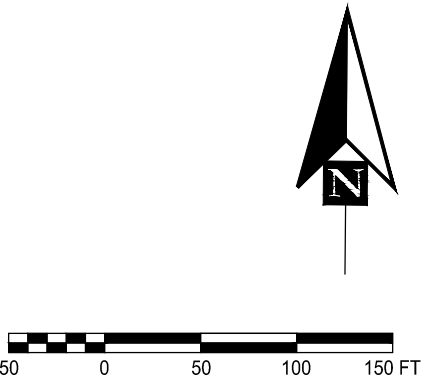
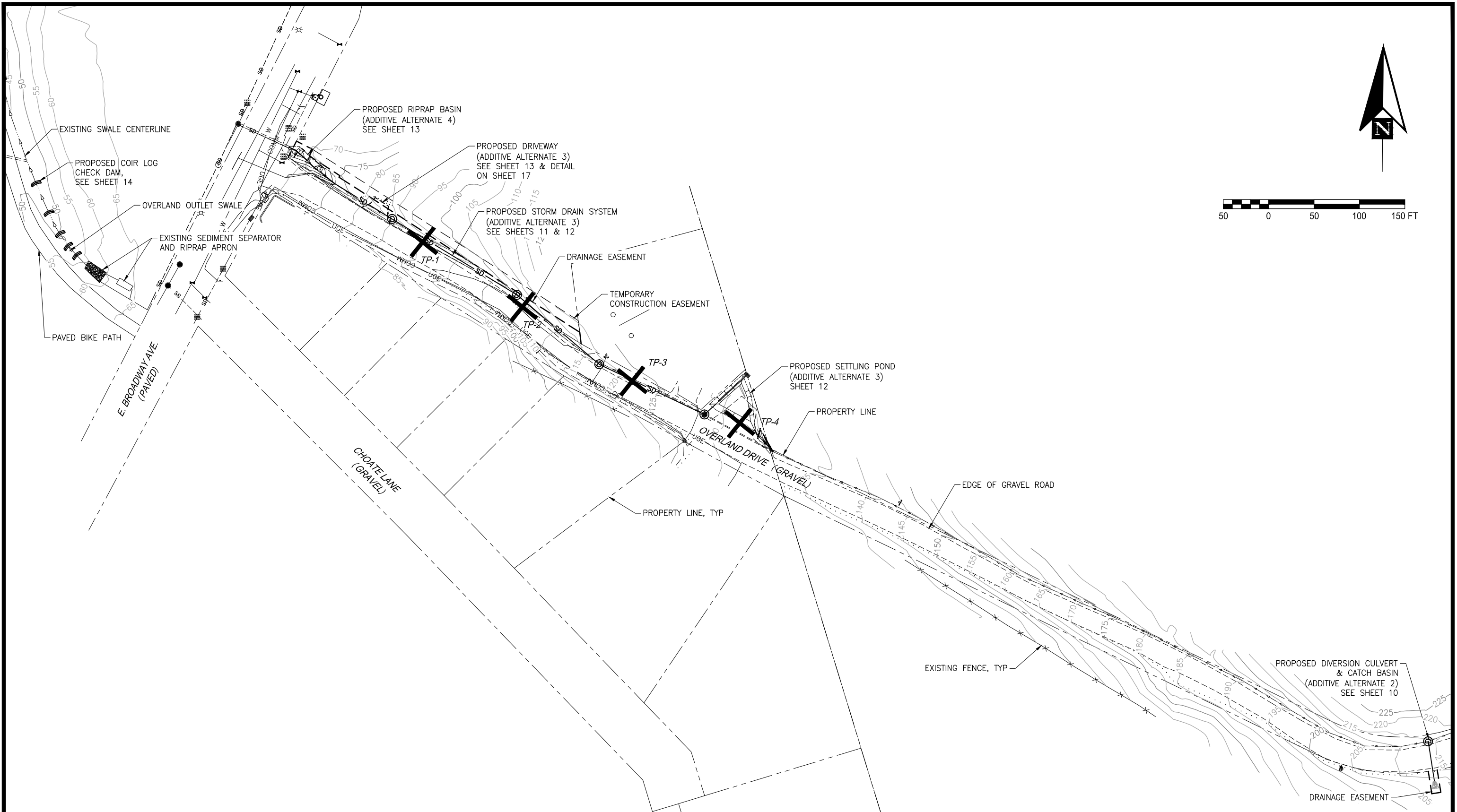
Photo 4. Test Pit 4

Bedrock was encountered at TP-1 and TP-2; however, none was encountered within 9-10 feet of the surface at TP-3 and TP-4. Site exploration identified subsurface conditions *only* at those points where subsurface tests were conducted. Actual subsurface conditions may differ – possibly significantly – from those indicated in this memo. Bedrock outcroppings may exist between pits.

This memo was based on conditions that existed at the time the test pits were excavated. Do not rely on this information when the adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations.

Attachments:

- 1) Test Pit Locations Figure



PND Engineers, Inc. (PND) is not responsible for safety programs, methods or procedures of operation, or the construction of the design shown on these drawings. Where specifications are general or not called out, the specifications shall conform to standards of industry. Drawings are for use on this project only and are not intended for reuse without written approval from PND. Drawings are also not to be used in any manner that would constitute a detriment directly or indirectly to PND.

| REV | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |
| | | |

DATE: _____

1506 West 36th Avenue
 Anchorage, Alaska 99503
 Phone: 907.561.1011
 Fax: 907.563.4220
 www.pndengineers.com



PROJECT: **CITY OF UNALASKA
LAKE & RIVER RESTORATION PROJECTS**

TITLE: **OVERLAND DRIVE IMPROVEMENTS
TEST PIT LOCATIONS**

| | | |
|------------------------|--------------------|-------------------------|
| DESIGNED BY: _____ AEW | DATE: 11/23/15 | SHEET NO: 1 OF 1 |
| CHECKED BY: _____ PK | PROJECT NO: 141100 | |

Part 11

GRANT DOCUMENTS



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

**Department of Commerce, Community,
and Economic Development**

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

550 West Seventh Avenue, Suite 1640
Anchorage, Alaska 99501
Main: 907.269.4252
TDD: 907.465.5437
Fax: 907.269.4066

Originally sent:
Resent:
Resent with Federal Amendment

September 3, 2013
January 15, 2014
August 4, 2014

Mr. Chris Hladick, City Manager
City of Unalaska
PO Box 610
Unalaska, Alaska 99685

RE: FY10 CCIAP Award: 10-CIAP-023, Unalaska Lake Restoration Phase I Stormwater Management Plan

Dear Mr. Hladick:

I am pleased to inform you that the Department of Commerce, Community, and Economic Development (Department) is prepared to award a Community Coastal Impact Assistance Grant for State FY2010 in the amount of \$626,657.00.

As you may recall, the original award amount was increased from \$100,000.00 and the duration was extended under the federal award. Supplements within your grant agreement reflect both the original award from the Bureau of Ocean Energy Management, Regulation and Enforcement (BOEMRE) and the amendment from the United States Fish and Wildlife Service (USFWS).

Enclosed you will find the Grant Agreement between the City of Unalaska and the Department of Commerce, Community, and Economic Development and a packet of information and forms for the above referenced grant.

First, review the packet of information and forms enclosed. Once approved, please complete and sign the DUNS # certification and the Signatory Authority forms. These forms must be returned immediately or with the signed grant agreement.

Then carefully review the agreement, sign, date, and return. Faxed or emailed copies will not be accepted. Upon receipt and approval by our office, a fully executed copy will be sent to you for your file. Should any changes be made to the grant agreement, tasks, or deliverables, please contact me immediately for the best method and point of contact for your proposed modification.

If you have any questions, please feel free to call me at (907) 269-4252 or email rachel.spicer@alaska.gov.

Sincerely,

A handwritten signature in blue ink that reads "Rachel Spicer".

Rachel Spicer
Grants Administrator II

Enclosures

Grants Administration Information
Signatory Authority Form
Documentation of Expenses Handout
DUNS # and CCR Form
State and Federal procurement guidance
Audit certification
Insurance requirements
Grant Agreement

GRANTEE COPY

DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

GRANT ADMINISTRATION INFORMATION

GRANT CONTACTS

Contact information listed in your federally approved Project Narrative has changed. Please use the following contact information for all grants communication:

Grants Administration

Rachel Spicer, Grants Administrator II
550 West 7th Avenue, Suite 1640, Anchorage, Alaska 99501
Phone: (907) 269-4252 Email: rachel.spicer@alaska.gov

Debi Kruse, Grants Administrator III
550 West 7th Avenue, Suite 1640, Anchorage, Alaska 99501
Phone: (907) 269-8131 Email: debi.kruse@alaska.gov

Program Management

Sally Russell Cox, Local Government Specialist IV
550 West 7th Avenue, Suite 1640, Anchorage, Alaska 99501
Phone: (907) 269-4588 Email: sally.cox@alaska.gov

Nathanial Betz
550 West 7th Avenue, Suite 1640, Anchorage, Alaska 99501
Phone: (907) 269-5939 Email: nathaniel.wonser-betz@alaska.gov

FEDERALLY APPROVED PROJECT AND BUDGET NARRATIVE

Your federally approved project and budget narrative have been incorporated into your grant agreement. We are aware that the approved timeline, budget, and project tasks and deliverables may be outdated. Minimal changes may be approved at the discretion of our office in coordination with the federal funding agency.

Project time line: Your grant schedule indicates an estimated term of the project to be July 5, 2011 through June 30, 2016. We can close the grant early if the project is completed before the end of June 2016. If the dates in the federally approved narrative are no longer attainable, minor adjustments can be made with approval from CCIAP Program Management.

To propose changes, please request an electronic file from Grants Administration. CCIAP Program Management will contact you directly once your changes have been received. Once approved, Grants Administration will notify you as soon as possible.

Project Tasks and Deliverables

Project tasks and deliverables are referenced in your federally approved project narrative and will be monitored quarterly in your progress reporting. Any proposed changes will require coordination with CCIAP Program Management.

To propose changes, please request an electronic file from Grants Administration. CCIAP Program Management will contact you directly once your changes have been received. Once approved, Grants Administration will notify you as soon as possible.

Project budget

Your federally approved budget narrative indicates CCIAP funds will be used as follows:

| Budget Categories | Budget |
|--------------------------|---------------------|
| Personnel | 10,721.30 |
| Fringe Benefits | 3,955.60 |
| Travel | 0.00 |
| Equipment | 0.00 |
| Supplies | 12,000.00 |
| Contractual | 599,507.48 |
| Construction | 0.00 |
| Other | 472.62 |
| Indirect Charges | 0.00 |
| TOTAL | \$626,657.00 |

Quarterly financial reporting is required. You are also required to keep records of all of the expenditures related to your CCIAP project. **You must submit copies of these records with your quarterly requests for reimbursement.** These records should be kept separate from expenditures made for other projects or for normal business operations. A guidance document is enclosed for your information on the types of documents accepted as back up.

As you work on these items and prepare for your grant, you should keep in mind that this grant will be cost reimbursable. This means that you will have to pay for the costs as they are incurred, and request reimbursement from my office at the end of each quarter. It takes roughly thirty (30) days from the time a billing is received in my office to the time you will receive payment.

Advance Payments: If cost reimbursement significantly inhibits the Grantee's ability to implement the project, the Department may advance to the Grantee an amount not to exceed a projected thirty (30) day cash need or twenty percent (20%) of the award amount, whichever is less. Before the Department will issue an advance, the Grantee must submit a "Request for Advance Payment" form along with documentation of costs associated with the advance. The "Request for Advance Payment" form can be obtained from the Department electronically or in hard copy.

Any requests for reimbursements will require the original signature of the Chief Administrator of the grant, who is currently listed as you. It is often helpful for the person(s) most involved in the management of the grant to also have signatory authority. Enclosed is a form for you as the Chief Administrator, to sign designating signatory authority as necessary on grant documents and financial reports. I will need to have the original form in my files if I am to process any requests for reimbursement bearing any signature other than that of the Chief Administrator.

Grant funds will be used to pay for transportation costs by the most direct route and efficient means. Grant funds may be used for ground transportation that is necessary to fulfill the grant project related objectives, such as car rental, taxis, or buses. Grant funds may be used to pay for actual lodging costs. Grant funds may be used for per diem meal and food costs, and non-alcoholic beverages. Travel and per diem expenses will be allowed in accordance with the Grantee's written travel policy. Grantees that do not have a written policy for per diem should follow the established policy of the State of Alaska General Government Bargaining Unit rate.

NOTE: food may not be purchased with CIAP funds without prior approval. If over the course of the grant term you have food expenses and they were not identified in your budget narrative at application please let us know as soon as possible as your federal CIAP award will need to be amended.

To propose changes to your federally approved budget narrative, please send your request to Grants Administration. Once approved, Grants Administration will notify you as soon as possible.

SUPPORTING DOCUMENTATION

The Progress and Financial Reports shall be submitted together by mail. The Financial Report must include an original signature.

In your project narrative application, you have agreed to certain deliverables quarterly and at project close out. Your grant agreement will specify how to submit these, how often and in what form. It is a requirement that the Federal CCIAP funding source be acknowledged, as appropriate, by using the following statement:

"This report (study, brochure, poster, etc.) is funded* with qualified outer continental shelf oil and gas revenues by the Coastal Impact Assistance Program, Fish and Wildlife Service, U.S. Department of the Interior."

A similar statement should be used for websites. * may be "in part"

DUNS# AND CCR

By Federal law, you are required to provide the Organization's DUNS # prior to receipt of the grant award. A form to complete and return is enclosed.

Grantees and their first-tier sub grantees and contractors must maintain current registrations in the System for Award Management (<https://www.sam.gov/portal/public/SAM/>) at all times during which they have active Federal awards funded with CCIAP funds.

REQUIREMENTS AS DETERMINED BY 43 CFR PART 12

Procurement Standards

You are required to follow fair and equitable procurement standards in the acquisition of all services, supplies, and materials. You must keep clear records of the bid process. You may use your own written procurement procedures, provided they reflect applicable State and local laws and regulations and conform to applicable Federal law and the standards identified in 43 CFR 12.76. Enclosed are procurement documents explaining the standards further.

Contractors: All contracts will be reviewed and approved by this office prior to their finalization to ensure that the contract meets the requirements of the grant agreement. You and your contractors are required to follow your own procurement standards for contracts. The Grantee shall ensure that:

- a. The contractor meets all legal requirements to work in the State of Alaska and has the appropriate expertise, qualifications, and track record to carry out the project.
- b. The contractor is not listed on the 'Excluded Parties List Report', either State or Federal, which identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non financial assistance and benefits. Grantee ensures that documentation will be on file confirming that a search of the Excluded Parties List System at <https://www.sam.gov/portal/public/SAM/> was completed.
- c. Each contract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any contractor's performance or activities under the terms of the contracts.
- d. The Grantee is required by 43 CFR Part 12 Appendix A to communicate all relevant national policy requirements and applicable terms of the grant agreement to each contractor.

Subgrantee

If you enter into a subaward (subgrant) then the subgrantee has the responsibility for adherence to applicable federal program compliance requirements, and other applicable Federal and state requirements, including administrative, cost principles, audit, and public policy. In other words all regulations and requirements passed down to, you, the Grantee.

Buy American

All procurement contracts for equipment or products must comply with Buy-American requirements in 43 CFR part 12, subpart E, *Buy American Requirements for Assistance Programs* (43 CFR part 12, subpart E). See also Appendix D-Special Requirements and Assurances for Federally Funded Projects of your Grant Agreement.

Supplies

Title to supplies acquired under a grant or subgrant will vest, upon acquisition, in the grantee or subgrantee respectively. *Disposition.* If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair

market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, you or the subgrantee shall compensate the awarding agency for its share.

OMB A-133 AUDIT REQUIREMENTS

You should be aware that this grant may trigger Federal audit requirements, depending on the total amount of Federal funds which you will receive *in your fiscal year*. If you receive \$500,000 or more in Federal funds in your fiscal year, a Federal single audit must be completed. If the cost of this audit has not been anticipated in your budget, CCIAP funds can be used to pay a pro-rated share of the audit costs if budgeted for in the grant agreement. A form certifying the necessity of an audit is enclosed.

Please coordinate with your auditor to ensure that copies of audits are submitted to the Federal Clearinghouse (<http://harvester.census.gov/sac/>) as required by OMB A-133, as well as, the State of Alaska at the address below:

Statewide Single Audit Coordinator
State of Alaska, Department of Administration
Division of Finance
PO Box 110204
Juneau, AK 99811-0204

INSURANCE

You are required to obtain workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance (if you will be using any automobiles in the operation of this grant), and professional liability insurance (if applicable) coverage in the amounts identified in the enclosed documents.

DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS (DCRA)

Community Coastal Impact Assistance Program

SIGNATORY AUTHORITY FORM – For Grantee Use Only

GRANTEE: City of Unalaska GRANT NUMBER: 10-CIAP-023

PROJECT TITLE: Unalaska Lake Restoration Phase I Stormwater Management Plan

The following individuals are authorized to sign a CCIAP Grant Agreement and subsequent amendments to the Grant Agreement, if any:

Chris Hladick

Name

City Manager

Title

[Signature]

Signature

Patrick Jordan

Name

Assistant City Manager

Title

[Signature]

Signature

The following individuals are authorized to sign CCIAP grant progress reports, financial reports, and advance requests:

Patrick Jordan

Name

Assistant City Manager

Title

[Signature]

Signature

Patricia Soule

Name

Finance Director

Title

[Signature]

Signature

The signatory authority is conveyed by Chris Hladick, Chief Administrator of
City of Unalaska this 7th day of August, 2014.

GRANTEE COPY

[Signature]

Signature

Chris Hladick

Printed Name - Chief Administrator

Community Coastal Impact Assistance Program

IDENTIFYING DOCUMENTATION of EXPENSES

DCRA will reimburse the Grantee for costs incurred during the reporting period, in accordance with the Grant Agreement. DCRA will not reimburse without approved financial and progress reports, prepared and submitted by the Grantee on the forms provided by DCRA, and source documentation of associated costs.

For additional information on acceptable costs and how the Federal Government determines whether costs are allowable see the relevant cost principles (2 CFR 230 for Non-profit Organizations; 2 CFR 225 for State, Local and Tribal Governments; 2 CFR 220 for Educational Institutions; and FAR Subpart 31.2 for Commercial Organizations).

For **Personnel and Fringe Benefits** Costs documentation includes*:

- Signed timesheets with supervisory approval
- Payroll register
- Check copies/Direct deposit schedule

For **Travel** documentation includes:

- Paid invoices or receipts
- Per diem rates
- Mileage calculation
- Proof of payment (check copy, bank statement, electronic reference, etc.)

For **Equipment** documentation includes:

- Paid invoices or receipts
- Photographs for large \$\$ items
- Physical inventory (make/model serial #/purchase date/item location)
- Proof of payment (check copy, bank statement, electronic reference, etc.)

For **Supplies** documentation includes:

- Purchase orders
- Packing slips
- Paid receipts and invoices
- Proof of payment (check copy, bank statement, electronic reference, etc.)

For **Contractual** documentation includes:

- Third-party contract (requires review by DCRA before execution)
- Purchase orders
- Paid invoices or receipts
- Proof of payment (check copy, bank statement, electronic reference, etc.)

For **Construction** documentation includes:

- Paid invoices or receipts
- Proof of payment (check copy, bank statement, electronic reference, etc.)

For **Other** documentation includes:

- Paid invoices or receipts
- Proof of payment (check copy, bank statement, electronic reference, etc.)

For **Indirect Charges** documentation includes:

- Indirect cost negotiated agreements

* The document items listed are acceptable suggested forms of supporting documentation, and are not meant to be all inclusive.

Community Coastal Impact Assistance Program

DUNS # CERTIFICATION AND SAM

GRANTEE: City of Unalaska GRANT NUMBER: 10-CIAP-023
PROJECT TITLE: Unalaska Lake Restoration Phase I Stormwater Management Plan FEDERAL AWARD #: F12AF70190

Pursuant to the provisions of 2 CFR Part 25 UNIVERSAL IDENTIFIER AND CENTRAL CONTRACTOR REGISTRATION, no Grantee may receive a federal award until a DUNS* number has been provided and is on file.

1) Organization's DUNS Number: 060037488

2) Is your organization currently registered and active with the System for Award Management (SAM)?

YES ☒

NO ☐

If NO, the attached document will assist you in registering and/or reactivating your registration, as well as provide further information and guidance.

Certification and Assurances

The Grantee certifies that to the best of my knowledge and belief, the information contained in this document is true and correct and the Grantee agrees to comply with the laws, which are used to administer CIAP funds.


Signature of Authorized Signer

8/7/14
Date

Chris Hladich
Name and Title of Authorized Signer

City Manager

* The DUNS number is a nine-digit number, issued by Dun & Bradstreet (D&B)

GRANTEE COPY



Quick Start Guide for Updating/Renewing an Entity

Helpful Information

What is an Entity

In SAM, your company/business/organization is now referred to as an "Entity."

Viewing Your Entity Record

How you view your entity record depends on several factors

- If you chose to make your record public, you can view your entity record by going to www.sam.gov and searching for your DUNS number or Entity Name
- If your record is available in the public search, but expired, you can view it by searching for your entity by DUNS number or Entity Name, clicking on the "Inactive" box, and clicking the "Apply Filters" button
- If you opted out of the public search, log into SAM, migrate your roles, and then click on "Register/Update Entity" and "Complete Registrations" to view your record

Requirements for Submitting Your Registration

- To submit your update, you must review the entire record in one sitting
- Review each page, validating the accuracy of the content
- If your registration requires Reps & Certs (formerly ORCA), make sure you select the box certifying to the accuracy of the data on the "Review Reps & Certs" page

Steps for Updating/Renewing an Entity

1. Go to www.sam.gov and login with your SAM username and password
2. Click "Register/Update Entity" and then "Complete Registrations" (if you started your update earlier, click on "Incomplete Registrations")
3. In the Entity List panel, click on the Entity you want to update/renew
4. Click the Update Entity button in the "Registration Details" Panel
5. Complete Purpose of Registration (You only have to do this once)
6. Validate/Update "Core Data"
7. Validate/Update "Assertions" (not required to be eligible for Grants only)
8. Validate/Update "Representations and Certifications" (not required to be eligible for Grants only)
9. Validate/Update "Points of Contact", including optional POCs. If you no longer wish to have the optional POCs, please delete all data in these fields.
10. If you qualify as a small business, validate/update your information in SBA's Dynamic Small Business Search (DSBS) or apply for a small business certification on the "SBA Supplemental" page.
11. Click Submit

Please note if your update/renewal requires IRS or CAGE revalidation, it will take 3-5 business days for it to become active and replace your previous registration.

Community Coastal Impact Assistance Program

PROCUREMENT GUIDANCE

Recipients of federal funds must have written procurement policies in place. If you do not there are a number of ways to establish a procurement policy; write your own keeping in mind state and local laws, and federal regulations; adopt another organization or community's procurement policy; adopt the State of Alaska procurement statute.

The following page provides a brief summary of the federal standards for procurement that you are required to follow as a pass through recipient of federal grant funds.

The last pages provide a snapshot of the State of Alaska procurement code. This is provided as guidance only and would not preclude your written procurement policies.

Also enclosed is a checklist for using when drafting contracts. These are the items that at a minimum need to be reflected in all contracts entered into with these grant funds. Draft contracts will be provided for review before signing. A copy of the executed contract will be provided with the next progress report.

DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS (DCRA)

FEDERAL PROCUREMENT STANDARDS

Per 43 CFR Part 12 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State & Local Governments, Subpart C, Section 12.76

- Grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in Section 12.76.
- Grantees will maintain a **contract administration system** which ensures that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.
- Grantees will maintain a **written code of standards of conduct** governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee shall participate in selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- Grantees will make awards only to **responsible contractors** possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.
- Grantees will **maintain records** sufficient to detail the significant history of a procurement. These records will include, but are not limited to: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price.
- Grantees will use **time-and-material type contracts** only after (1) a determination that no other contract is suitable, and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk.
- All procurement transactions will be conducted in a manner providing **full and open competition**. Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local **geographical preferences** in the evaluation of bids or proposals. Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations incorporate a **clear and accurate description** of the technical requirements for the material, product or service to be procured. Solicitations will also identify all requirements which the vendors must fulfill and all other factors to be used in **evaluating bids** or proposals.
- Methods of procurements to be followed include: (1) Procurement by **small purchase** procedures. These are relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$100,000. Price or rate quotations shall be obtained from an adequate number of qualified sources. (2) Procurement by **sealed bids** (formal advertising). Bids are publicly solicited and a firm-fixed-price contract is awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is the lowest in price. (3) Procurement by **competitive** proposals. This is normally conducted with more than one source submitting an offer and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. (4) Procurement by **noncompetitive** proposals. This is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.
- The grantee will take all necessary affirmative steps to assure that **minority firms**, women's business enterprises and labor surplus area firms are used when possible.
- Grantees and subgrantees must perform a **cost or price analysis** in connection with every procurement action including contract modifications. The **cost-plus-a-percentage-of-cost** and percentage of construction cost methods of contracting shall not be used.
- All contracts will include the provisions identified in 12.76 (i) (1) through (13) as applicable.

DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS (DCRA)

STATE PROCUREMENT STANDARDS

Per AS 36.30.100 – 36.30.270

- Except as otherwise provided in this chapter, or unless specifically exempted by law, contracts shall be awarded by **competitive sealed bidding**.
- The Grantee shall give **adequate public notice** of the invitation to bid at least 21 days before the date for the opening of the bids. The **invitation to bid** must include a time, place, and date by which the bid must be received, purchase description, and a description of all contractual terms and conditions applicable to the procurement. Notice shall be posted on the Alaska Online Public System (AS 44.62.175).
- The Grantee shall **evaluate bids** based on the requirements set out in the invitation to bid, which may include criteria to determine acceptability such as inspection, testing, quality, delivery, and suitability for a particular purpose. The criteria that will affect the bid price and be considered in evaluation for award must be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation to bid must set out the evaluation criteria to be used. Criteria may not be used in bid evaluation if they are not set out in the invitation to bid.
- The Grantee shall **award a contract** based on solicited bids to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent, an Alaska products preference as described in AS 36.30.322 – 36.30.338, and a recycled products preference under AS 36.30.337 have been applied.
- An “**Alaska bidder**” means a person who (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person’s current Alaska business license; (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and (5) if a joint venture, is composed entirely of ventures that qualify under (1) – (4) of this subsection.
- The **purpose of bidder preference** for resident firms is to encourage local industry, strengthen and stabilize the economy, decrease unemployment, and strengthen the tax and revenue base of the state.
- **Architectural, engineering, and land surveying contracts.** Per AS 36.30.270 the procurement officer shall negotiate a contract for these services with the most qualified and suitable firm or person of demonstrated competence. The procurement officer shall award a contract for those services at fair and reasonable compensation after consideration of the estimated value of the services to be rendered, and the scope, complexity, and professional nature of the services.

AS 36.30.890. Federal Assistance

If a procurement involves the expenditure of **federal funds** or federal assistance and there is a **conflict** between a provision of this chapter or a regulation adopted under a provision of this chapter and a federal statute, regulation, policy or requirement, the federal statute, regulation, policy or requirement shall prevail.

DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS (DCRA)

STATE PROCUREMENT STANDARDS

Small Procurements

Per AS 36.30.320

- Small procurements **need not be made through competitive sealed bidding** or competitive sealed proposals but shall be made with competition that is practicable under the circumstances.
- Procurement requirements may not be **artificially divided or fragmented** so as to avoid a higher level of competition.
- A procurement for supplies, services or professional services that **does not exceed** an aggregate dollar amount of **\$50,000**, construction that does not exceed an aggregate dollar amount of \$100,000, or lease of space that does not exceed 3,000 square feet may be made in accordance with regulations adopted for small procurements.
- Procurements between **\$5,001 and \$25,000** require that at least three firms or persons be contacted for a quotation or informal proposal. The solicitation and responses may be either written or verbal. Notice of award may also be written or verbal.
- Procurements between **\$25,001 and \$50,000** require that at least three firms or persons be contacted for a quotation or informal proposal. The solicitation and responses must be in writing. Written notice of award is sent to all vendors who provided a quote or informal proposal.
- A **quote** is an informal bid. Award is to be made to the lowest, responsive and responsible bidder. An informal proposal differs in that price is only one of the factors considered in evaluation.
- **Protest** procedures under 2 AAC 12.695 apply regarding the award method used.
- An **informal** request for proposals may be a letter describing the work to be performed or a telephone call that accomplishes the same purpose. The Grantee should prepare an outline of requirements before placing any calls to ensure that the same information is provided to all prospective bidders. The Grantee should keep a record of those called and their responses.
- Postings in **electronic media** may satisfy the competitive solicitation requirement and notice of award requirement.
- Quote(s) or informal proposal(s) must be solicited from Alaskan vendors prior to soliciting **non-Alaskan vendors**, unless the awarding agency approves in writing the Grantee's determination that soliciting quotes from Alaskan vendors is not practicable. A written determination must be included in the Grantee's procurement file if a contract is awarded to a non-resident.

DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS (DCRA)
Community Coastal Impact Assistance Program

CONTRACT CHECKLIST – For Grantee Use Only

Contract/Professional Services Agreement between Grantee & an identified consultant

At a minimum, the following elements must be included in the contract:

- ☐ List both parties included in contract
- ☐ Reference to the grant program with Grant # & project title
- ☐ Statement of strategy and goals to be accomplished from this contract
- ☐ Term of the agreement (should be within term of the grant)
- ☐ Total compensation - ensure it is no more than agreed upon
- ☐ EEO statement regarding discrimination in the General Provisions
- ☐ Consultant statement agreeing to comply with all applicable federal, state and local laws and regulations
*Example: **Compliance with Applicable Laws.** The Contractor shall, in the performance of this Contract, comply with all applicable federal, state, and local laws, ordinances, rules and regulations applicable to its performance hereunder, including, without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, worker's compensation, and other employee benefit laws. The Contractor also agrees to comply with all contract provisions pertaining to grant or other funding assistance which the city may choose to utilize to perform work under this Contract.*
- ☐ Debarment and Suspension Clause
*Example: **Certification Regarding nonprocurement Debarment and Suspension.** Subcontractor certifies by signing this contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.*
- ☐ Verification of insurance clause requiring consultant to provide certificate of insurance to the Grantee
Guidance from CCIAP Agreement Attachment C Standard Provisions: The Grantee shall require any contractor to provide and maintain Workers' Compensation Insurance for its employees as required by AS 23.30. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance
- ☐ Indemnity clause (holds the Grantee, Department & State of Alaska harmless).
*Example: **Indemnification.** This contract does not create, between the Department of Commerce, Community, and Economic Development or the State of Alaska and the contractor, any contract or any relationship. The Department of Commerce, Community, and Economic Development and the State of Alaska are not liable for damages or claims from damages arising from the contractor's performance or activities under the terms of this contract.*
- ☐ Conflict of Interest clause

**DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS (DCRA)**

- ☐ Notice to Proceed clause (any work done by consultant prior to Notice is at consultant's own expense)
- ☐ Access to Records clause
- ☐ Ownership of Documents clause (products remain property of the Grantee)
- ☐ Termination clause (when/how the Grantee can terminate or suspend the agreement)
- ☐ Law and Venue clause (governed by the State of Alaska; venue in the Superior Court in Barrow, Alaska)
- ☐ Statement of consultant's qualifications
- ☐ Scope of Services exhibit (ensure it doesn't differ significantly than what was previously approved)
- ☐ Fixed Rate exhibit including Compensation, Reimbursables (usually phone, fax, travel, postage, copying, printing) and Manner of Payment

Background from Standard Provisions of the Grant Agreement:

Article 13. Obligations Regarding Third-Party Relationships

None of the Work specified in this Grant Agreement shall be contracted by the Grantee without prior approval of the Department. No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship.

The Grantee shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement. **The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.**

NOTE: The Grantee will be notified in writing if the contract is approved or if additional justification or clarification is needed. **The Grantee should send a copy of the executed contract when available for the grant file.**

DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS (DCRA)
Community Coastal Impact Assistance Program

GRANTEE AUDIT CERTIFICATION

GRANTEE: City of Unalaska GRANT NUMBER: 10-CIAP-023

PROJECT TITLE: Unalaska Lake Restoration Phase I Stormwater Management Plan

FISCAL YEAR END: _____ FEDERAL AWARD #: F12AF70190

Any grantee of federal monies is subject to the requirements of the Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments and Nonprofit Organizations. As such, Circular A-133 requires DCRA to monitor our grantees of federal awards and determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations. Per OMB Circular A-133, a grantee spending \$500,000 or more in total federal awards during the grantee's fiscal year must have a single audit performed

This form must be completed by the person responsible for the financial records of the organization. Completed forms must be submitted annually, within 45 days after the end of the organizations fiscal year.

SECTION I: To be completed by all Grantees



We **have exceeded** the federal expenditure threshold of \$500,000. We will have our A-133 audit completed and will submit the audit report within 9 months after the end of the audited fiscal year.



We **did not exceed** the \$500,000 federal expenditure threshold required for an A-133 audit to be performed this fiscal year (*fill out the schedule below and answer the questions in Section III below*).

SECTION II: To be completed by all Grantees NOT required to have an A-133 audit

FEDERAL FUNDS

| Federal Grantor | Pass Through Grantor | Program Name | Award Number | Expenditures |
|-----------------|----------------------|--------------|--------------|--------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

Total Federal Expenditures for Fiscal Year: \$ _____

GRANTEE COPY

DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS (DCRA)

SECTION III: To be completed by all Grantees NOT required to have an A-133 audit

1. Who in your organization is responsible for ensuring that you comply with the applicable cost principles, administrative requirements, and grant provisions?


2. How are the requirements applicable to this grant communicated to organizational staff?

3. How do you ensure that costs deemed unallowable per the federal cost principles are excluded from the amount billed under this grant agreement?

4. How do you ensure that direct and indirect costs are identified and billed consistently by the cost principles as required?

Section IV: To be completed by all Grantees

I certify that the above information is correct.


Signature 8/7/14
Date

Chris Hladick
Printed Name City Manager
Title

GRANTEE COPY

Insurance Requirement per DCCED Grant Agreement (all grant programs)

You (the Grantee) may not start work on a grant project until you have obtained adequate insurance to protect *project workers, the general public and your own interests*. If you don't already maintain insurance, it is recommended that you shop around for bids from several companies to get the best coverage for the best price. You may utilize grant funds to cover a pro-rated portion of the cost, if necessary. Your Grant Administrator may require that you submit a quote from the insurance agency to confirm that the portion paid with grant funds is for required insurance coverage for grant project activities only.

At a minimum, all projects require the following coverage:

1. **Workers' Compensation** – This covers all employees engaged in work on the project. The minimum required limit is not less than **\$100,000** per occurrence; **and**
2. **Comprehensive General Liability** – This protects the Grantee and its workers from claims due to accidents. The required limit is not less than **\$300,000** combined single limit per occurrence.

Also, if you will be using any automobiles in the operation of the grant, **Comprehensive Automobile Liability** is required that covers all owned, hired and non-owned vehicles against loss from liability for damages. The minimum limit is not less than **\$100,000** per person and **\$300,000** per occurrence bodily injury and **\$50,000** property damage.

Professional Liability Insurance is optional but is recommended because it provides extra protection for the Grantee. Consider requiring your contractors (architects, engineers, etc.) to obtain this insurance to cover any negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them. The minimum limits depend on the contract amount (see Appendix B of the Grant Agreement attached).

Your Grant Administrator may require proof of insurance prior to releasing grant funds. Proof must be in the form of a **Certificate of Insurance** provided from the insurance company on which "DCCED/DCRA Grant Section" is named an interested party. This does not mean the State DCCED is a party to your insurance contract; it means that DCCED will automatically be notified of any changes in your coverage.

NOTE: The Grantee must obtain its own insurance coverage to protect its own interests and any workers paid by the Grantee **EVEN IF** a partner in the project (i.e., co-applicant or co-owner) has coverage for the same activity. Please contact your Grant Administrator if you have any questions.

Appendix B Insurance

Article 1. Insurance

Without limiting contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a thirty (30) day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the contractor's services.

- 1.1 Workers' Compensation Insurance:** The contractor shall provide and maintain, for all employees of the contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection is not less than \$100,000.00 per occurrence. Where applicable, coverage for all federal acts (i.e. USL & H and Jones Acts) must also be included.
- 1.2 Comprehensive (Commercial) General Liability Insurance:** With coverage limits not less than \$300,000.00 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- 1.3 Comprehensive Automobile Liability Insurance:** Covering all owned, hired, and non-owned vehicles with coverage limits not less than \$100,000.00 per person/\$300,000.00 per occurrence bodily injury and \$50,000.00 property damage.
- 1.4 Professional Liability Insurance:** Covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

| Contract Amount | Minimum Required Limits |
|-----------------------|---|
| Under \$100,000 | \$100,000 per occurrence/annual aggregate |
| \$100,000 - \$499,999 | \$250,000 per occurrence/annual aggregate |
| \$500,000 - \$999,999 | \$500,000 per occurrence/annual aggregate |
| \$1,000,000 or over | Negotiable - Refer to Risk Management |

DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS



Community Coastal Impact Assistance Program
Grant Agreement

| | | | | | |
|--|--------------------------|---|---------------------------|---|--|
| Grant Agreement Number: 10-CIAP-023 | | Federal Award Number F12AF70190 | | Amount of Federal Funds: \$626,657.00 | |
| CFDA: 15.668 | Encumbrance AR | Lapse Date 31719 06/30/2016 | Vendor CIU84215 | Project Title: Unalaska Lake Restoration Phase I Stormwater Management Plan | |
| Grantee | | | | Department Contact Person | |
| Name: City of Unalaska | | | | Name: Rachel Spicer | |
| Street/PO Box: PO Box 610 | | | | Title: Grants Administrator II | |
| City/State/Zip: Unalaska, Alaska 99685 | | | | Street/PO Box: 550 W 7th Avenue, Suite 1640 | |
| Contact Person: Chris Hladick, City Manager | | | | City/State/Zip: Anchorage, AK 99501-3569 | |
| Phone: (907) 581-1251 | | Fax: (907) 581-3664 | | Fax: (907) 269-4066 | |
| Email: chladick@ci.unalaska.ak.us | | | | Email: rachel.spicer@alaska.gov | |

AGREEMENT

The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and City of Unalaska (hereinafter 'Grantee') agree as set forth herein.

Section I. The Department shall pay the Grantee for the performance of the project work under the terms outlined in this agreement. The amount of the payment is based upon project expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed **\$626,657.00**.

Section II. The Grantee shall perform all of the work required by this Agreement.

Section III. The work to be performed under this agreement begins **07/05/2011** and shall be completed no later than **06/30/2016**.

Section IV. The agreement consists of this page and the following:

ATTACHMENTS

- Attachment A: Scope of Work
- Award Authority
 - Project Management Plan
 - Federal Award
 - Project Narrative
 - Budget Narrative
 - Project Management/Reporting
 - Copies of Products
 - Acknowledgement of CIAP Funds
- Attachment B: Payment Method
- Attachment C: Standard Provisions

APPENDICES

- Appendix A: Audit Compliance
- Appendix B: Insurance
- Appendix C: State Laws and Regulations
- Appendix D: Special Requirements and Assurances for Federally Funded Projects

SUPPLEMENTS

- Supplement #1: Federal Award Notification AK CIAP NR AWCERSA T1-01
- Supplement #2: Project Narrative AK CIAP NR AWCERSA T1-01
- Supplement #3: Budget Narrative AK CIAP NR AWCERSA T1-01

AMENDMENTS

Any fully executed amendments to this Agreement

GRANTEE COPY

| | | | |
|---|--|---|--|
| Grantee | | Department | |
| Signature | | Signature | |
| Printed Name and Title Chris Hladick, City Manager | | Printed Name and Title Lawrence Blood for Scott Ruby, Division Director | |
| Date August 7, 2014 | | Date 8/19/14 | |

Appendix A Audit Compliance

This is a federally funded program (CFDA 15.668) from the U.S. Department of Interior passed through the Alaska Department of Natural Resources. The objective of the Coastal Impact Assistance Program is to mitigate the impacts of Outer Continental Shelf (OCS) oil and gas activities.

These Community Coastal Impact Assistance Program Grant funds are subject to U.S. Office of Management and Budget Circular A-133, Audits of State and Local Governments.

Appendix B Insurance

Article 1. Insurance

Without limiting contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a thirty (30) day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the contractor's services.

1.1 Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees of the contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection is not less than \$100,000.00 per occurrence. Where applicable, coverage for all federal acts (i.e. USL & H and Jones Acts) must also be included.

1.2 Comprehensive (Commercial) General Liability Insurance: With coverage limits not less than \$300,000.00 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

1.3 Comprehensive Automobile Liability Insurance: Covering all owned, hired, and non-owned vehicles with coverage limits not less than \$100,000.00 per person/\$300,000.00 per occurrence bodily injury and \$50,000.00 property damage.

1.4 Professional Liability Insurance: Covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

| Contract Amount | Minimum Required Limits |
|-----------------------|---|
| Under \$100,000 | \$100,000 per occurrence/annual aggregate |
| \$100,000 - \$499,999 | \$250,000 per occurrence/annual aggregate |
| \$500,000 - \$999,999 | \$500,000 per occurrence/annual aggregate |
| \$1,000,000 or over | Negotiable - Refer to Risk Management |

Appendix C

State Laws and Regulations

Historic Preservation Act—AS 41.35

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources must be notified if the construction is planned for an archaeological site. The department may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

Fire Protection—AS 18.70

This chapter of the Alaska Statutes requires the Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for:

1. Fire detection and suppression equipment;
2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units;
3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities;
4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

Environmental Conservation—AS 46.03

This chapter of the Alaska Statutes applies to municipalities and could subject them to enforcement actions instituted by the Alaska Department of Environmental Conservation for air, land and water nuisances, and water and air pollution in a municipality of 1,000 or more, and may establish a local air pollution control program.

Permits and Environmental Procedures

The Alaska Department of Environmental Conservation (ADEC) regulates all activities in Alaska that might pollute the air, water or soil. There are dozens of ADEC permits related to constructing and operating public buildings. The law requires the following permits, including others designated by the commissioner. The following list is not intended to be all-inclusive.

Air Emissions Permit—AS 46.14.140, 18 AAC 50.030

Anadromous Fish Protection Permit—AS 41.14.870, 11 AAC 195.010

Authorization for Tidelands Transportation—AS 38.05.035, 11 AAC 51.015

Brine or Other Salt Water Waste Disposal Permit—AS 31.05.030

Burning Permit during Fire Season—AS 41.15.060, 11 AAC 95.410

Coal Development Permit—AS 27.21.030, 11 AAC 85.110

Critical Habitat Area Permit—AS 16.20.510, 05 AAC 95.420

Dam Construction Permit—AS 46.17.040, 11 AAC 93.171

Driveway Permit—AS 19.05.040, 17 AAC 10.020

Encroachment Permit—AS 19.25.200, 17 AAC 10.012

Miscellaneous State Land Use Permit—AS 38.05.035, 11 AAC 96.010

Mineral and Geothermal Prospecting Permits—AS 38.05.181, 11 AAC 82.100

Occupied Tide and Submerged Land—AS 38.05.820, 11 AAC 62.010

Open Burning Permit—AS 46.03.020, 18 AAC 50.065

Permit for Use of Timber or Materials—AS 38.05.110, 11 AAC 71.025

Permit to Appropriate Water—AS 46.15.040, 11 AAC 93.120

Pesticides Permit—AS 46.03.320, 18 AAC 90.300
Preferred Use Permit—AS 46.15.150, 11 AAC 93.240
Right-of-Way and Easement Permits—AS 38.05.850, 11 AAC 58.740
Solid Waste Disposal—AS 46.03.100, 18 AAC 60.200
Special Land Use Permit—AS 38.05.850, 11 AAC 58.210
State Game Refuge Land Permit—AS 16.20.050 - 16.20.060
State Park Incompatible Use Permit—AS 41.21.020, 11 AAC 18.010
Surface Oiling Permit—AS 46.03.740, 18 AAC 75.700
Surface Use Permit—AS 38.05.255, 11 AAC 86.600
Tide and Submerged Lands Prospecting Permit—AS 38.05.250, 11 AAC 62.700
Tidelands Permit—AS 38.05.035
Tidelands Right-of-Way or Easement Permit—AS 38.05.820
Utility Permit—AS 19.25.010, 17 AAC 15.011
Waste Water Disposal Permit—AS 46.03.100, 18 AAC 72.010
Water Well Permit—AS 31.05.030, 11 AAC 93.140

Appendix D

Special Requirements and Assurances for Federally Funded Projects to State, Local Governments, and Indian Tribal Governments

AUTHORITY

Section 384 of the Energy Policy Act of 2005 (Act), which has created the Coastal Impact Assistance Program by amending Section 31 of the Outer Continental Shelf Lands Act (43 U.S.C. § 1356a Appendix A). Under the provisions of the Act, the authority and responsibility for the management of CIAP is vested in the Department of the Interior (DOI).

In accepting Federal funds, the Grantee must comply with all applicable Federal laws, regulations, and policies. This Appendix D is not all-inclusive. Exclusion of any specific requirement does not relieve Grantees of their responsibility for compliance.

I. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

Administrative Requirements and Cost Principles for Assistance Programs The Grantee shall comply with the prescribed administrative requirements and cost principles for grants and cooperative agreements established in 43 CFR Part 12 subparts C, D, and E as well as the Office of Management and Budget (OMB) Circulars A-102, "Grants and Cooperative Agreements with State and Local Governments," and 2 CFR 225 (A-87) "Cost Principles for State, Local, and Indian Tribal Governments."

43 CFR 12.82 and OMB Circular A-102 § __.42; Retention and Access Requirements for Records The requirements under these sections apply to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or subgrantees which are required to be maintained by program regulations or the grant agreement. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

The Grantee shall retain financial and other records relating to the performance of this grant agreement for a period of six years from the date when the final financial status report is submitted, or until final resolution of any audit findings, claims, or litigation related to the grant.

OMB A-133: Audits of States, Local Governments, and Non-Profit Organizations (1) Non-Federal entities that expend \$500,000 or more in Federal funds during a year in Federal awards are required to have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised by OMB Circular A-133, which is available at http://www.whitehouse.gov/omb/grants_circulars (2) Non-Federal entities that expend less than \$500,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, § 215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO). (3) Allowable costs. Unless prohibited by law, the costs of audits made in accordance with the provisions of the OMB Circular A-133 are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles at 2 CFR 225 (A-87) "Cost Principles for State, Local, and Indian Tribal Governments" (4). Audits shall be made by an independent auditor in accordance with Generally Accepted Government Auditing Standards (GAGAS) covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

2 CFR 1400: Nonprocurement Debarment and Suspension The Grantee shall comply with the DOI implemented policies and procedures for nonprocurement debarment and suspension found at 2 CFR Part 180 Subpart C, which requires the Grantee to include an award term or condition in lower-tier transactions. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) at 2 CFR 180 subpart C requires verification that the person with whom business is intended is not excluded or disqualified. The Grantee does this by: (a) Checking the Excluded Parties List System (<https://www.sam.gov/sam/>); or (b) Collecting a certification from that person; or (c) Adding a clause or condition to the covered transaction with that person.

43 CFR 18 (Appendix A): New Restrictions on Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal

contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The Grantee shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2 CFR 1401: Governmentwide Requirements for a Drug-Free Workplace (Financial Assistance) You, as the Grantee, must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of part 1401, which adopts the government-wide implementation of 2 CFR part 182; sections 5152–5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100–690, Title V, Subtitle D; 41 U.S.C. 701–707.

49 CFR 24: Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) Federal agencies may not approve any grant unless the Grantee provides assurances that it will comply with the Act. Prices to be paid for lands or interests in lands must be fair and reasonable (except when the price is fixed by law, or when the lands are to be acquired at public auction or by condemnation and the value determined by the court). Persons displaced from their homes, businesses, and farms must receive relocation services, compensation, and fair equitable treatment.

The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)); Trafficking Victims Protection Reauthorization Act of 2003 (PL 108-193); Trafficking Victims Protection Reauthorization Act of 2005 (PL 109-164); President's Interagency Task Force To Monitor and Combat Trafficking in Persons (EO 13257) and Amending Executive Order 13257 To Implement the Trafficking Victims Protection Reauthorization Act of 2003 (EO 13333); and 2 CFR 175: Paragraph (g) of Section 106 of the Trafficking Victims Protection Act requires the following award term:

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 1400 .

b. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

2 CFR Part 25: Universal Identifier and Central Contractor Registration Pursuant to the provisions of 2 CFR Part 25 Appendix A, no Grantee may receive a federal award until a DUNS number has been provided and is on file.

Grantees must maintain currency of their information in the CCR until submission of the final financial report required under this award or receive the final payment, whichever is later. This requires that the Grantee review and update the information at least annually after the initial registration, and more frequently if required by changes in the Grantee's information or another award term.

2 CFR 170: Reporting Subaward and Executive Compensation Information The Grantee ensures compliance with the reporting requirements as laid out by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, hereafter referred to as "the Transparency Act".

43 CFR 12.2 (e):“Increasing Seat Belt Use in the United States” (Executive Order 13043, April 16, 1997) Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

43 CFR 12.944: Contracting with Minority and Women-Owned Businesses It is a national policy to award a fair share of contracts to small and minority business firms. The DOI is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

(a) The grantee and subgrantee shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, small disadvantaged veteran-owned small businesses, and HUB Zone firms are used when possible.

(2) Affirmative steps shall include:

- (i) Placing these qualified small business enterprises on solicitation lists;
- (ii) Assuring that these businesses are solicited whenever there are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by these small business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by these business enterprises;
- (v) Using the services and assistance of the DOI Office of Small and Disadvantaged Business Utilization (See <http://www.doi.gov/osdbu>), the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

43 CFR 12 Subpart E: Buy American Act Requirements; Notice: Pursuant to Section 307(b) of the DOI and Related Agencies Appropriations Act, FY 2000, Public Law 106-113, please be advised of the following: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in FY 2000 and thereafter, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

43 CFR 2: Freedom of Information Act (5 U.S.C. 552) Requires all Federal agencies to make available to the public for inspection and copying administrative staff manuals and staff instructions, official, published and unpublished policy statements, final orders deciding case adjudication, and other documents. Special exemptions have been reserved for nine categories of privileged material, including but not limited to confidential matters relating to National defense or foreign policy, law enforcement records, and trade or commercial secrets. The Act requires the party seeking the information to pay reasonable search and duplication costs.

Fair Labor Standards Act (29 U.S.C. 207) (29 CFR 510-794) The Fair Labor Standards Act (FLSA), which prescribes standards for the basic minimum wage and overtime pay, affects most private and public employment. It requires employers to pay covered employees who are not otherwise exempt at least the federal minimum wage and overtime pay of one-and-one-half-times the regular rate of pay.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327) (29 CFR 5) If applicable, the Contract Work Hours and Safety Standards Act (CWHSSA) applies to federal service contracts and federal and federally assisted construction contracts over \$100,000. It requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.

Anti-Kickback (Copeland) Act (40 U.S.C. § 276c and 18 U.S.C. § 874) (29 CFR 3.1) The Copeland “Anti-Kickback” Act generally prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance.

False Claims Act (31 U.S.C. § 3729 et seq.), provides that suits under this Act can be brought by the government, or a person on behalf of the government, for false claims under Federal assistance programs.

Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal government for money (including money representing grants, loans or other benefits).

As applicable, the Grantee shall comply with provisions of the **Hatch Act** (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.

Patent Rights in Inventions Made with Federal Assistance (37 CFR 401) (35 U.S.C. 202-204) a Grantee may retain the entire right, title, and interest throughout the world to each subject invention. With respect to any subject invention in which the Grantee retains title, the Federal Government will have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

Metric Conversion Act of 1975, as amended and "Metric Usage in Federal Government Programs" (Executive Order 12770) All progress and final reports, other reports, or publications produced under this award shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the Grantee may use non-metric measurements to the extent the Grantee has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies to the Grantee.

II. NON-DISCRIMINATION REQUIREMENTS

43 CFR 17, Subpart A: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and DOI implementing regulations published at 43 CFR Part 17, Subpart A which prohibits discrimination on the grounds of race, color, or national origin be excluded from participation in, be denied benefits or, or be otherwise subjected to discrimination under any programs or activities receiving Federal financial assistance. **(1)** Grantees may not, on the basis of race, color, or national origin, select, locate, or operate project facilities which will serve to exclude or limit opportunity for use or benefits. **(2)** Grantees shall make reasonable efforts to inform the public of opportunities provided by Federal Aid projects and shall inform the public that the projects are subject to Title VI compliance. **(3)** Though employment practices are not in themselves subject to Title VI, Title VI does apply to employment which may affect the delivery of services to beneficiaries of a federally assisted program. For the purpose of Title VI, volunteers or other unpaid persons who provide services to the public are included.

43 CFR 17, Subpart B: Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and DOI implementing regulations published at 43 CFR Part 17, Subpart B ensures that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. **(1)** Grantees may not deny a qualified handicapped person the opportunity to participate in or benefit from Federal Aid project facilities or services afforded to others. **(2)** Grantees may not deny a qualified handicapped person the opportunity to participate as a member of a planning or advisory board. **(3)** The location of facilities shall not have the effect of excluding handicapped persons from, deny them the benefits of, or otherwise subject them to discrimination under any Federal Aid project.

43 CFR 17, Subpart C: The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) (45 CFR Part 90) and DOI implementing regulations published at 43 CFR Part 17, Subpart C prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. However, a Grantee is permitted to take an action otherwise prohibited if the action reasonably takes into account age as a factor necessary to the normal operation or achievement of any statutory objective of a program or activity.

Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.) (45 CFR 86) prohibits discrimination on the basis of sex in any education program receiving Federal financial assistance. No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program receiving Federal financial assistance.

The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation.

Executive Order 11246 (41 CFR 60) "Nondiscrimination in Employment by Government Contractors and Subcontractors" The Grantee shall comply with this executive order that prohibits federal contractors and subcontractors and federally assisted construction contractors and subcontractors that generally have contracts that exceed \$10,000, or that will (or can reasonably be expected to) aggregate to more than \$10,000 in any 12-month period, from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin; and it requires them to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

III. ENVIRONMENTAL REQUIREMENTS

The following Federal environmental laws and Executive Orders may be applicable to specific CIAP projects. This list is not intended to be exhaustive.

National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347) provides a national policy that encourages “productive and enjoyable harmony between man and his environment; to promote efforts which will prevent or eliminate damage to the environment and biosphere and stimulate the health and welfare of man . . .” Requires that every proposed Federal action be examined to determine the effects (beneficial or adverse) it will have on the human environment and that the findings be considered in decisions regarding its implementation. Each action proposed for Federal funding must include an Environmental Assessment (EA), Environmental Impact Statement (EIS), or show that the proposed activity is covered by one or more categorical exclusions.

The Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 et seq.) The intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the DOI, after consultation with the state, to be critical.

Fishery Conservation and Management Act (16 U.S.C. §1801 et seq.) The Magnuson-Stevens Fishery Conservation and Management Act (FCMA) is the governing authority for all fishery management activities that occur in Federal waters within the United States’s 200 nautical mile limit, or the Exclusive Economic Zone (EEZ). A primary purpose of the FCMA is to conserve and manage the fishery resources off the U.S. coasts and U.S. anadromous species and Continental Shelf fishery resources. In 1996 Congress passed the Sustainable Fisheries Act (Public Law 104-297) which amended the FCMA and refined the focus of fisheries management by emphasizing the need to protect fish habitat. Specifically, the Act required that fishery management plans identify as essential fish habitat (EFH) those areas that are necessary to fish for their basic life functions.

Marine Mammal Protection Act (16 U.S.C. §1361 et seq.) The Marine Mammal Protection Act (MMPA) was enacted in 1972 to ensure that marine mammals are maintained at, or in some cases restored to, healthy population levels. The MMPA establishes a moratorium, with certain exceptions, on the taking of marine mammals in U.S. waters and by U.S. citizens on the high seas, and on the importing of marine mammals and marine mammal products into the United States.

The Rivers and Harbors Act (43 U.S.C. §403) Section 10 of the Rivers and Harbors Act of 1899 authorizes the U.S. Army Corps of Engineers (USACE) to regulate virtually all structures or work within navigable waters of the United States (see 33 CFR Part 328.3 for definition of navigable waters). Virtually all projects in navigable waters must comply with Section 10.

“Invasive Species” Executive Order 13112 preventing the introduction of invasive species and provide for their control and to minimize the economic, ecological, and human health impacts that invasive species cause.

“Floodplain Management”, EO 11988, and “Protection of Wetlands”, EO 11990, 42 FR 26951 (May 25, 1977) The Executive orders on floodplains and wetlands require Federal agencies to review proposed actions to ensure that there are no practical alternatives outside the floodplain or wetland, and to ensure that potential harm is minimized. If there are no practical alternatives to proposed projects in floodplains or wetlands, actions to minimize the adverse effects should be incorporated into the project plans.

The Clean Air Act, Clean Water Act, and Executive Order 11738, September 10, 1973, “Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans”. The Grantee shall comply with the Clean Air Act (42 U.S.C. §§ 7401 et seq.), Clean Water Act (33 U.S.C. §§ 1251 et seq.), and Executive Order 11738.

The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. §§ 1271 et seq.) The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals.

Animal Welfare Act of 1985 (7 U.S.C. 2131, et seq.) Requires the humane treatment of animals (exclusive of fish) used in research, experimentation, testing, and teaching. Grantees who use Federal Aid funds to conduct covered management or research or who engage in interstate shipment of animals should contact the local Animal and Plant Health Inspection Service (APHIS) office for instructions.

Executive Order 13186 “Migratory Birds” directs Federal agencies to incorporate bird conservation considerations into agency planning, including NEPA analyses; report annually on the level of take of migratory birds; and generally promote the conservation of migratory birds without compromising the agency mission.

Executive Order 13089 “Coral Reef Protection” requires Federal agencies whose actions may affect U.S. coral reef ecosystems to identify those actions and utilize their programs and authorities to protect and enhance the conditions of such ecosystems and, to the extent permitted by law, ensure that actions they authorize, fund, or carry out do not degrade the condition of that ecosystem.

Coastal Barriers Resources Act of 1982 (16 U.S.C. 3501), as amended by the Coastal Barrier Improvement Act of 1990 (P.L. 101-591) The purpose of the Acts are "...to minimize the loss of human life, wasteful expenditure of Federal revenues and damage to fish and wildlife, and other natural resources associated with coastal barriers..." Activities conducted within a unit of the Coastal Barrier Resources System must meet the requirements of section 6 of the Act.

Executive Order 12898, February 11, 1994: “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations” This Executive Order requires that Federal agencies conduct their programs, policies, and activities in a manner to ensure that individuals or populations are not excluded from participation in, or denied the benefits of, or subjected to discrimination under such programs, policies, and activities because of their race, color, or national origin.

Executive Order 12962 of June 7, 1995: “Recreational Fisheries” Federal agencies shall, to the extent permitted by law and where practicable, and in cooperation with States and Tribes, improve the quantity, function, sustainable productivity, and distribution of U.S. aquatic resources for increased recreational fishing opportunities.

OMB Circular A-102 §__2(h): Resource Conservation and Recovery Act (RCRA) (Pub. L. 94– 580 codified at 42 U.S.C. 6962). Under the Act, any State agency or agency of a political subdivision of a State that is using appropriated Federal funds must comply with section 6002 of RCRA. Section 6002 of RCRA requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA) (40 CFR parts 247– 254). Accordingly, State and local institutions of higher education and hospitals that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

IV. HISTORIC AND CULTURAL PRESERVATION REQUIREMENTS

Section 106 of the National Historic Preservation Act (16 U.S.C. 470) Federal agencies may not approve any grant unless the project is in accordance with national policies relating to the preservation of historical and cultural properties and resources.

Attachment A Scope of Work

AWARD AUTHORITY

The Community Coastal Impact Assistance Program is part of the Alaska Coastal Impact Assistance Program, which is funded by the Federal Coastal Impact Assistance Program. Section 384 of the Energy Policy Act of 2005 (Act), which has created the Coastal Impact Assistance Program by amending Section 31 of the Outer Continental Shelf Lands Act (43 U.S.C. § 1356a Appendix A). Under the provisions of the Act, the authority and responsibility for the management of CIAP is vested in the Secretary of the U.S. Department of the Interior. Effective October 1, 2011 the Secretary has delegated this authority and responsibility to the Fish and Wildlife Service (USFWS), Wildlife and Sport Fish Restoration Program. The Catalog of Federal Domestic Assistance (CFDA) number is **15.668**. The Federal Award Number for this grant is **F12AF70190**. This award is not for research and development.

Effective March 15, 2012 pursuant to the provisions of SLA 2012, HB 307, Chapter 5, Section 7 (c), Page 13, and Lines 18-23; 26 these funds have been reappropriated from the Aleutians West CRSA to the entity able to accept these funds.

PROJECT MANAGEMENT PLAN

During the course of this project, the City of Unalaska hereafter the Grantee shall complete the following project: **Unalaska Lake Restoration Phase I Stormwater Management Plan**.

FEDERAL AWARD:

The Grantee is required to abide by the approved Federal Award F12AF70190, Supplement #1 Federal Award Notification AK CIAP NR AWCRSA T1-01, notwithstanding the State and federal guidelines relayed by this Grant Agreement.

PROJECT NARRATIVE:

The Grantee applied for and received a CCIAP grant based upon Supplement #2: Project Narrative AK CIAP NR AWCRSA T1-01. The Grantee agrees to the Tasks and Measurable Goals and Objectives outlined in the approved project narrative. The Grantee will request in writing and work with their Grants Administrator should changes to the project timeline be necessary.

As these are pass-through funds, the contacts on the front page of Supplement #2: Project Narrative AK CIAP NR AWCRSA T1-01 are for internal purposes only. The primary grant contact for this grant is the Grants Administrator assigned as the Department Contact Person listed on the signature page of this grant agreement. Technical assistance will be provided and approved by CCIAP Project Management.

BUDGET NARRATIVE:

The Grantee applied for and received a CCIAP grant based upon Supplement #3: Budget Narrative AK CIAP NR AWCRSA T1-01. The Grantee agrees to the budget outlined in the approved budget narrative. The Grantee will request in writing and work with their Grants Administrator should changes to the budget be necessary. Technical assistance will be provided and approved by the CCIAP Project Management.

PROJECT MANAGEMENT/REPORTING:

Program Manager: This project will be managed by the Grantee.

This project will be managed by the City of Unalaska, with signatory authority for execution of the grant agreement and subsequent amendments granted to the City Manager. The City Manager may delegate signatory authority for executing the grant agreement and amendments to others within the City of Unalaska government via the Signatory Authority

Attachment A Scope of Work

Form. The City Manager may also designate financial and progress reporting, via the Signatory Authority Form. Such delegation is limited to others within the City of Unalaska government unless otherwise approved.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent revocation of the grant and any balance of funds under the grant. It may also result in the Grantee being required to return such amounts to the State.

Reporting: The Grantee shall submit a CCIAP Progress (performance) Report and CCIAP Financial Report on the forms provided quarterly during the life of the Grant Agreement. Grant Financial and Progress Reports are due fifteen (15) days after the end of the quarter being reported. The last quarter of each report year will include an annual progress report and the final quarterly financial report for that report period. The Grantee shall also submit a Final Report within thirty (30) days following the completion of the project on a form provided by Commerce. The final Financial and Progress Reports must be submitted within thirty (30) days following completion of the project. Under no circumstances will the Department release funds to the Grantee unless all required reporting is current.

The Progress and Financial Reports shall be submitted together by mail. The Financial Report must include an original signature. Appropriate documentation for grant expenditures must be provided.

COPIES OF PRODUCTS:

Interim Products (to accompany quarterly reports):

1. *Send one (1) electronic copy to Commerce:*

- Draft Stormwater management plan contract for Commerce review before signing (Task I)¹
- Final executed Stormwater management plan contract (Task I)¹
- Draft contract to design, permit, and install sediment reduction measures for Commerce review before signing (Task III)¹
- Final executed contract to design, permit, and install sediment reduction measures (Task III)¹
- Copies of permits for sediment reduction measures (Task III)¹
- Before and after photos of installed sediment reduction measures (Task V)¹

2. *Send one (1) electronic copy by electronic mail or via the State internet drop box or three (3) electronic copies on CD or other digital format (one CD each for Commerce, DNR and USFWS)*

- Draft stormwater management planning document (Task II)¹

Final Products:

1. *Send one (1) electronic copy by electronic mail or via the State internet drop box or three (3) electronic copies on CD or other digital format and nine (9) hardcopies of:*

- Final stormwater management planning document (Task II)¹
- Copies of designs for sediment reduction measures (Task IV)¹

¹ Supplement #2: Project Narrative AK CIAP NR AWCRSA T1-01

ACKNOWLEDGMENT OF CIAP FUNDS FOR REPORTS, PRINTED FINDINGS, AND WEBSITES

Publications

The following language should be placed on the title page (which follows the cover page) on all reports and/or printed findings funded by the CIAP:

Attachment A

Scope of Work

"This report (study, brochure, poster, etc.) is funded* with qualified outer continental shelf oil and gas revenues by the Coastal Impact Assistance Program, Fish and Wildlife Service, U.S. Department of the Interior."

* may be "in part"

Websites

A similar statement should be placed on the website created in full or in part with CIAP funds:

"This website is funded with qualified outer continental shelf oil and gas revenues by the Coastal Impact Assistance Program, Fish and Wildlife Service, U.S. Department of the Interior."

Attachment B Payment Method

1. Reimbursement Payment

Upon receiving and approving a Grantee's financial and progress reports, the Department will reimburse the Grantee for costs incurred during the reporting period, in accordance with this Grant Agreement. The Department will not reimburse without approved financial and progress reports, prepared and submitted by the Grantee on the forms provided by the Department. Before approving the financial/progress report for payment, the Department requires the Grantee to submit documentation of the costs reported (e.g., vendor billings, timesheets, payroll tax form).

2. Advance Payment

In most instances, the Department will make payment to a Grantee on a cost reimbursable basis. If cost reimbursement significantly inhibits the Grantee's ability to implement the project, the Department may advance to the Grantee an amount not to exceed a projected thirty (30) day cash need or twenty percent (20%) of the award amount, whichever is less.

Before the Department will issue an advance, the Grantee must submit a "Request for Advance Payment" form along with documentation of costs associated with the advance. The "Request for Advance Payment" form can be obtained from the Department electronically or in hard copy.

All advances will be recovered with the Grantee's next financial and progress report forms. Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the Grant Agreement.

3. Withholding of Ten Percent (10%)

The Department may withhold ten percent (10%) of the amount in Section I until the Department determines that the Grantee has satisfactorily completed the terms of this grant agreement, including demonstration that the required match contribution has been met and all required reporting.

Attachment C

Standard Provisions

Article 1. Definition

"Department" refers to the Department of Commerce, Community, and Economic Development within the State of Alaska.

Article 2. Indemnification

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement.

The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licensees, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney's fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department or the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee's agents or employees.

Article 3. Legal Authority

The Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute the project described in this Grant Agreement by signing the Grant Agreement document. The Grantee's relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

Article 4. Waivers

No conditions or provisions of this Grant Agreement can be waived unless approved by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Grant Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

Article 5. Access to Records

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

Article 6. Reporting Requirements

The Grantee, at such times and in such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

Article 7. Retention of Records

The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date when the final financial status report is submitted to the Department, or until final resolution of any audit findings, claims, or litigation related to the grant.

Article 8. Assignability

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or notation).

Article 9. Financial Management and Accounting

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

Article 10. Program Income

Program income earned during the award period shall be retained by the Grantee and added to the funds committed to the award and used for the purposes and under the conditions applicable to the use of the award funds.

Article 11. Amendments and Modifications

The Grantee or the Department may request an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by both parties.

Article 12. Recordkeeping

The Grantee agrees to keep such records as the Department may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to project performance and efforts to comply with the provisions of the Grant Agreement.

Article 13. Obligations Regarding Third-Party Relationships

None of the Work specified in this Grant Agreement shall be contracted by the Grantee without prior approval of the Department. No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship.

The Grantee shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

Article 14. Conflict of Interest

No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

Article 15. Political Activity

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

Article 16. Notices

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

Article 17. Prohibition Against Payment of Bonus or Commission

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

Article 18. Termination by Mutual Agreement

This Grant Agreement may be terminated, in whole or in part, prior to the completion of contract project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

Article 19. Termination for Cause

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Department may take the following actions:

- A. Suspension – After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.
- B. Termination – Terminate the grant in whole or in part, at any time before the final grant payment is made. The Department shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Department shall be in accordance with the legal rights and liabilities of the parties.

Article 20. Withdrawal of Funds

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 23 of this Attachment.

Article 21. Recovery of Funds

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all or part of the project funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Department by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

Article 22. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in this Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

Article 23. Jurisdiction

This Grant Agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

Article 24. Ownership of Project/Capital Facilities

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement and, by this grant of funds, does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the State of Alaska harmless from any and all causes of action arising from the ownership and operation of the project.

Article 25. Site Control

If the grant project involves occupancy and use of real property, the grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property.

Article 26. Insurance

The Grantee is responsible for obtaining any necessary liability insurance. In addition, the Grantee shall provide and maintain Workers' Compensation Insurance as required by AS 23.30 for all employees engaged in work under this Grant Agreement. The Grantee shall require any contractor to provide and maintain Workers' Compensation Insurance for its employees as required by AS 23.30. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

Article 27. Subcontracts for Engineering Services

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska. In the event that the engineering firm is also the project administrator, the Grantee shall require that the bond or insurance shall be for not less than the amount of the entire project.

Article 28. Governing Law

This grant agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with appropriate laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the Federal, State, or Local governments have been obtained.

Article 29. Budget Flexibility

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this agreement. Such revisions are limited within each line item to a maximum of 10% of the line item or \$10,000, whichever is less, over the entire term of this agreement. Such budget revisions shall be limited to changes to existing budget line items. Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this agreement.

Article 30. Equal Employment Opportunity (EEO)

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on state funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this grant agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor and subcontractor.

Article 31. Public Purposes

The Grantee agrees that the project to which this grant agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

If the Grantee is a non-municipal entity and if monies appropriated under this grant constitute the sole or principal funding source for the acquisition of equipment or facilities, the Grantee agrees that in the event a municipal corporation is formed which possesses the power and jurisdiction to provide for such equipment or facilities, the Grantee shall offer, without compensation, to transfer ownership of such equipment or facilities to the municipal corporation.

If the Grantee is a non-profit corporation that dissolves, the assets and liabilities from the grant project are to be distributed according to statutory law, A.S. 10.20.290 - 10.20.452.

Article 32. Operation and Maintenance

Throughout the useful life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

Article 33. Assurance

The Grantee shall spend monies appropriated under this grant only for the purposes specified in this Grant Agreement.

Article 34. Current Prevailing Rates of Wage

Certain grant projects are constrained by the provisions of AS 36. PUBLIC CONTRACTS. To the extent that such provisions apply to the project which is the subject of this Grant Agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee shall also require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010.

Article 35. Severability

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

Article 36. Performance

The Department's failure to insist upon the strict performance of any provision of this Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Grant Agreement.

Article 37. Sovereign Immunity

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by a resolution of the entity's governing body, is hereby incorporated into this Grant Agreement.

Article 38. Audit Requirements

The Grantee shall comply with the audit guidelines under U.S. Office of Management and Budget Circular A-133.

Article 39. State or Federal Excluded Parties List Report

The grantee is responsible for ensuring that all sub-grantees or sub-contractors are not listed on the 'Excluded Parties List Report', either State or Federal, which identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non financial assistance and benefits.

Article 40. Close-Out

The Department will advise the Grantee to initiate close-out procedures when the Department determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any

excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.

- C. Other responsibilities of the Grantee under this contract agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

Article 41. Americans with Disabilities Act of 1990

When applicable, the Grantee will comply with Title I-Employment of the Americans with Disabilities Act of 1990 (Public Law 101-336); in accordance with Title I of that Act, no covered entity shall discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, compensation, job training, and other terms, conditions, and privileges of employment.

When applicable, the Grantee will comply with Title II-Public Services of the Americans with Disabilities Act of 1990 (Public Law 101-336); in accordance with Title II of the Act, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.

**Supplement #1
Federal Award Notification**

AK CIAP NR AWCERSA T1-01

A. Federal Award Amendment #2 – Increase Duration and Change Key Person



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Washington, D.C. 20240



In Reply Refer To:
WSFR/CIAP/ F12AF70190

JUN 09 2014

Ms. Sara W. Longan
Executive Director
Alaska Department of Natural Resources
550 West Seventh Avenue, Suite 1430
Anchorage, Alaska 99501-3577

Dear Ms. Longan:

An extension of the performance period for grant number F12AF70190, amendment 2, "Unalaska Lake Restoration," is approved under the Coastal Impact Assistance Program (CFDA # 15.668). The effective date for this amendment is April 30, 2014. The revised grant performance period is July 05, 2011 through June 30, 2016.

This grant award is subject to the following terms and conditions:

a. Reporting requirements:

1) Financial and performance reports are required under this award, as follows:

| Report | Report Period | Report Due Date |
|---|-------------------------|------------------|
| Interim financial & performance reports | 07/05/2011 – 09/30/2012 | Reports Received |
| | 10/01/2012 – 09/30/2013 | Reports Received |
| | 10/01/2013 – 09/30/2014 | 12/29/2014 |
| | 10/01/2014 – 09/30/2015 | 12/29/2015 |
| Final financial & performance reports | 07/05/2011 – 06/30/2016 | 09/28/2016 |

- 2) Requests for an extension of the report due date up to an additional 90 days must be submitted to, and received by, this office, no later than **1 day** before the report due date.
- 3) A performance report must contain the following:
 - A. A comparison of actual accomplishments with the goals and objectives established for the reporting period;
 - B. If the goals and objectives were not met, reasons why; and

Supplement #1 Federal Award Notification

AK CIAP NR AWCERSA T1-01

Ms. Sara W. Longan
F12AF70190

2

C. Other important information including, when appropriate, analysis and explanation of cost overruns or high unit costs compared to the benefit received to reach an objective.

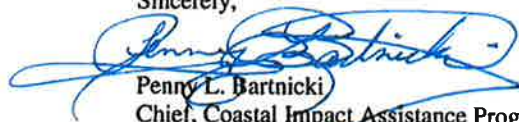
b. All Grant conditions identified in previous award letter(s) remain in effect.

Acceptance of a Federal financial award carries with it the responsibility to be aware of and comply with the terms and conditions of the award, including those assurances submitted annually by your agency (<http://www.doi.gov/archive/pam/TermsandConditions.html>). Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application and supporting documents as submitted to and approved by the CIAP awarding agency.

Please submit correspondence, amendment requests, financial and performance reports and general inquiries to FW9_WSFR_CIAF@fws.gov. We appreciate this opportunity to work with you as the implementation of your approved State CIAP Plan project continues.

Please contact Barry Gregory, Grant Specialist, at 703-258-3588, or me at 703-358-1783, with any questions regarding the terms of this award, specified conditions, and/or reporting requirements. Please contact Bill Gissel, Alaska State Liaison, at 907-786-3878, with any questions regarding technical guidance during project development / implementation and project monitoring.

Sincerely,



Penny L. Bartnicki
Chief, Coastal Impact Assistance Program Branch
Wildlife and Sport Fish Restoration Program

cc: Sylvia Kreel, ADNR
Stacey Norman, ADNR
Bill Gissel, CIAP

**Supplement #1
Federal Award Notification**

AK CIAP NR AWCERSA T1-01

B. Federal Award Amendment #1 – Increase Duration, Increase Funds



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Washington, D.C. 20240



In Reply Refer To:
WSFR/CIAP/ F12AF70190

NOV 15 2012

Mr. Tom Crafford
Alaska Department of Natural Resources
400 Willoughby Ave., Suite 500
Juneau, Alaska 99811

Dear Mr. Crafford:

Grant number F12AF70190, amendment 1, "Unalaska Lake Restoration," is approved for funding in the amount of \$526,657 under the Coastal Impact Assistance Program (CFDA # 15.668). The effective date for this amendment is September 20, 2012. The grant agreement period is July 5, 2011 through January 31, 2016.

An SF-424 amendment will be required to add or delete a project; increase or decrease the Federal funds; modify the agreement period and/or change key personnel. A letter or email to the Coastal Impact Assistance Program (CIAP) Branch Chief may be used for a change in key personnel. Please submit all correspondence, amendments, and performance reports to FW9_WSFR_CIAP@fws.gov

This grant award is subject to the following terms and conditions:

a) Reporting requirements:

1) Financial and performance reports are required under this award, as follows:

| Report | Report Period | Report Due Date |
|---|-------------------------|-----------------|
| Annual interim financial & performance reports | 07/05/2011 – 09/30/2012 | 12/29/2012 |
| | 10/01/2012 – 09/30/2013 | 12/29/2013 |
| | 10/01/2013 – 09/30/2014 | 12/29/2014 |
| | 10/01/2014 – 09/30/2015 | 12/29/2015 |
| Final financial & performance reports | 07/05/2011 – 01/31/2016 | 04/30/2016 |

2) Requests for an extension of the report due date up to an additional 90 days must be submitted to, and received by, this office, no later than 1 day before the report due date. If these reports are not received by the original or extended due date, the CIAP may: 1) withhold cash payments; 2) suspend or

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Mr. Crafford
F12AF70194

2

terminate the award, partially or entirely; 3) withhold further awards for the grant program; and 4) pursue other legal remedies. The sanctions that the CIAP imposes will remain in effect until the required reports are received [43 CFR 12.80(b)(1); 43 CFR 12.81(b)(3); U.S. Fish and Wildlife Service (USFWS) Manual Chapters 516 FW 1 & 516 FW 2].

- 3) A performance report must contain the following:
 - A. A comparison of actual accomplishments with the goals and objectives established for the reporting period;
 - B. If the goals and objectives were not met, reasons why; and
 - C. Other important information including, when appropriate, analysis and explanation of cost overruns or high unit costs compared to the benefit received to reach an objective
- b) Grantees must comply with the Federal Funding Accountability and Transparency Act (FFATA). Additional information may be found at <http://www.doi.gov/pam/financialassistance/award/index.html>.
- c) This grant was approved for planning, design, and coordination purposes. All required permitting must be in place prior to implementation of any activities in the field.
- d) All Grant conditions identified in previous award letter(s) remain in effect.

Acceptance of a Federal financial award carries with it the responsibility to be aware of and comply with the terms and conditions of the award, including those assurances submitted annually by your agency per <http://www.doi.gov/archive/pam/TermsandConditions.html>. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application and supporting documents as submitted to and approved by the CIAP.

Please contact Stephanie Rickabaugh, Grant Specialist, at 703-258-2214, or me at 703-358-1783, with any questions or concerns about the terms of this award.

Sincerely,




Penny L. Bartnicki
Chief, Coastal Impact Assistance Program Branch
Wildlife and Sport Fish Restoration Program

cc: Bill Gissel, USFWS- CIAP
Sylvia Kreef, Alaska DNR
Stacey Norman, Alaska DNR

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C. Federal Award

| | | |
|--|-----------------------|---|
|  <p align="center">U.S. DEPARTMENT OF THE INTERIOR Bureau of Ocean Energy Management, Regulation, and Enforcement (BOEMRE) GRANT AWARD</p> | | |
| 1 ASSISTANCE AWARD TYPE | 2 AWARD NUMBER | 3 CIAP ACCOUNT NUMBER |
| <input checked="" type="checkbox"/> Grant (Nonconstruction) <input type="checkbox"/> Grant (Construction) | M11AF00142 | MMOM40400 MG1GRAK0Z.LCE000 |
| 4 RECIPIENT | | 5 ISSUED BY |
| Name & Address: State of Alaska Department of Natural Resources 302 Gold Street, Suite 202 Juneau, Alaska 99811-1030 DUNS Number: 111188079 | | Name & Address: Bureau of Ocean Energy Management, Regulation, and Enforcement (BOEMRE) Procurement Operations Branch 381 Elden Street Mail Stop 2101 Herndon, VA 20170-4879 Dominique Bruce, Contracting Officer Phone: (703) 787-1342 Fax: (703) 787-1041 E-mail: dominique.bruce@boemre.gov |
| 6 PROJECT TITLE & DATE | | |
| "Unalaska Lake Restoration Phase 1 Stormwater Management Plan" dated 5/12/2011, as revised (final) 5/31/2011 | | |
| 7 AWARD PERIODS | | 8 FISCAL DATA |
| Budget Period: date of award through 1/31/2013 Total Project Period: date of award through 1/31/2013 Effective Date: Date of Contracting Officer's signature on Page 1A, Block #17. | | Federal Share: \$100,000 Other Contributions: \$ -0- Total Project Cost: \$100,000 CIAP Account Number: MMOM40400 MG1GRAK0Z.LCE000 Amt Obligated: \$100,000 |
| 9 RECIPIENT POINT-OF-CONTACT | | 10 BOEMRE PROJECT OFFICER |
| Mr. Randy Bates State of Alaska Department of Natural Resources 302 Gold Street, Suite 202 Juneau, Alaska 99811-1030 E-Mail: randy.bates@alaska.gov Phone: 907-465-8797 Fax: 907-465-3075 | | Mr. Bill Gissel Regional CIAP Representative Alaska OCS Region 3801 Centerpoint Drive, Suite 500 Anchorage, Alaska 99503 E-Mail: Bill.Gissel@boemre.gov Phone: (907) 334-5231 Fax: (907) 334-5242 |
| 11 GENERAL ADMINISTRATIVE DATA | | 12 PAYMENT ADMINISTRATION DATA |
| CFDA Number: 15.426 BOEMRE Program Name: Coastal Impact Assistance Program (CIAP) | | Payments administered by: The U.S. Department of the Treasury Automated Standard Application for Payments (ASAP) (See Section D.3 for details) |
| 13 AUTHORIZED SIGNATURES | | |
| SEE PAGE 1A FOR SIGNATURES | | |

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Page 1A

| Grant and Cooperative Agreement | | | | CHOOSE ONE: <input type="checkbox"/> COOPERATIVE AGREEMENT <input checked="" type="checkbox"/> GRANT | |
|--|--|---|---|--|--|
| CHOOSE ONE: <input type="checkbox"/> EDUCATION <input type="checkbox"/> FACILITIES <input type="checkbox"/> RESEARCH <input type="checkbox"/> SDCR <input type="checkbox"/> TRAINING | | | | | |
| 1. GRANT/COOPERATIVE AGREEMENT NUMBER M11AF00142 | | 2. SUPPLEMENT NUMBER | | 3. EFFECTIVE DATE | |
| 4. COMPLETION DATE | | 5. ISSUED TO: NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) NATURAL RESOURCES, ALASKA DEPARTMENT OF Attn: ATTN GOVERNMENT POC 400 WILLOUGHBY AVE, STE 500 JUNEAU AK 99801-1783 | | | |
| 6. ISSUED BY: BOEMRE Procurement Branch, HQ Mailing Address: 381 Elden Street, MS 2100 Herndon VA 20170-4817 | | | | 7. TAXPAYER IDENTIFICATION NO. (TIN) | |
| 8. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Randy Bates; 907-465-8797 | | | | 9. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO. | |
| 10. RESEARCH, PROJECT OR PROGRAM TITLE Unalaska Lake Restoration Phase 1 Stormwater Management Plan | | | | | |
| 11. PURPOSE For the purpose of benefitting the natural coastal environment by reducing the amount of sediment entering Unalaska Lake | | | | | |
| 12. PERIOD OF PERFORMANCE (Approximate) See Page 1, Block 7 | | | | | |
| 13A. AWARD HISTORY | | 13B. FUNDING HISTORY | | | |
| PREVIOUS \$0.00 | | PREVIOUS \$0.00 | | | |
| THIS ACTION \$100,000.00 | | THIS ACTION \$100,000.00 | | | |
| CASH SHARE \$0.00 | | TOTAL \$100,000.00 | | | |
| NON-CASH SHARE \$0.00 | | | | | |
| RECIPIENT SHARE \$0.00 | | | | | |
| TOTAL \$100,000.00 | | | | | |
| 14. ACCOUNTING AND APPROPRIATION DATA | | | | | |
| 01 | | | | | |
| PURCHASE REQUEST NO. | | JOB ORDER NO. | | AMOUNT | |
| 0020003271 | | | | STATUS | |
| 15. POINTS OF CONTACT | | | | | |
| NAME | | MAIL STOP | | TELEPHONE | |
| TECHNICAL OFFICER Bill Gissel | | | | 907-334-5231 | |
| NEGOTIATOR | | | | E-MAIL ADDRESS | |
| ADMINISTRATOR Dominique Bruce | | | | Bill.Gissel@boemre.gov | |
| | | | | 703-787-1342 | |
| | | | | Dominique.Bruce@boemre.gov | |
| 16. THIS AWARD IS MADE UNDER THE AUTHORITY OF: | | | | | |
| Section 384 of the Energy Policy Act of 2005 | | | | | |
| 17. APPLICABLE STATEMENT(S), IF CHECKED: | | | 18. APPLICABLE ENCLOSURE(S), IF CHECKED: | | |
| <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FCP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT | | | <input type="checkbox"/> PROVISIONS <input type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS | | |
| UNITED STATES OF AMERICA | | | COOPERATIVE AGREEMENT RECIPIENT | | |
| CONTRACTING/GRANT OFFICER | | DATE | | AUTHORIZED REPRESENTATIVE | |
| Dominique Bruce <i>[Signature]</i> | | 7-5-11 | | <i>[Signature]</i> | |
| | | | | DATE | |
| | | | | 6-28-11 | |

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| Grant and Cooperative Agreement | | | | | |
|---------------------------------|---|-----------------|-------------|-------------------|---------------|
| ITEM NO. (A) | ITEM OR SERVICE (Include Specifications and Special Instructions) (B) | QUANTITY (C) | UNIT (D) | ESTIMATED COST | |
| | | | | UNIT PRICE (E) | AMOUNT (F) |
| | CFDA Number: 15.426 DUNS Number: 111188079+0000 Unalaska Lake Restoration Phase 1 Stormwater Management Plan Legacy Doc #: MMS Delivery Location Code: 0003820415 BOEMRE Procurement Division 381 Elden St., MS 2100 Herndon VA 20170-4879 US Account Assignment: K G/L Account: 6100.411G0 Business Area: M000 Commitment Item: 411G00 Cost Center: MMOM404000 Functional Area: MG1GRAK02.LCE000 Fund: XXXX5572GR Fund Center: MMOM404000 PR Acct Assign Line: 01 | | | | |
| 00010 | FA CIAP AK 10868217 Unalaska Lake Restor Obligated Amount: \$100,000.00 The total amount of award: \$100,000.00..The obligation for this award is \$100,000.00. | | | | 100,000.00 |

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SECTION A – GRANT FORM

A.1 Award Authority

This grant is awarded by the authority of:

- Section 384 of the Energy Policy Act of 2005 (Act), which has created the Coastal Impact Assistance Program by amending Section 31 of the Outer Continental Shelf Lands Act (43 U.S.C. § 1356a Appendix A). Under the provisions of the Act, the authority and responsibility for the management of CIAP is vested in the Secretary of the Department of the Interior. The Secretary delegated this authority and responsibility to the Minerals Management Service, which was renamed the Bureau of Ocean Energy Management, Regulation, and Enforcement (BOEMRE) on June 18, 2010.

A.2 Offer and Acceptance

The United States of America, acting by and through the Bureau of Ocean Energy Management, Regulation, and Enforcement, hereby offers a Grant to the State of Alaska for all approved costs up to and not exceeding \$100,000. Recipient accepts the grant via its signature on Page 1A, Block #18.

A.3 Purpose

This agreement is made and entered into by the Department of the Interior, Bureau of Ocean Energy Management, Regulation, and Enforcement, for the purpose of benefitting the natural coastal environment by reducing the amount of sediment entering Unalaska Lake.

SECTION B – STATEMENT OF OBJECTIVES AND PROJECT MANAGEMENT PLAN

B.1 Objective

The objectives of this project are to:

Phase 1: Develop a stormwater management plan for the approximately 72,000-acre watershed.

B.2 Project Management Plan/Statement of Work

Statement of Work

The Recipient agrees to:

This project is designed to be completed in two phases. Phase I of the project shall develop a stormwater management plan that will provide criteria and guidelines for the restoration of the Unalaska Lake Watershed. Phase II of this project shall implement measures to reduce sediment entering the Unalaska Lake Watershed.

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Upon substantial completion of the performance of Phase I, including the receipt of the associated deliverables by the Bureau of Ocean Energy Management, Regulation & Enforcement, the recipient and the Bureau of Ocean Energy Management, Regulation & Enforcement may agree to implement Phase II of this project. In the event that Phase II of this project is authorized, the remaining CIAP funds for the project shall be requested through an amendment to this grant.

Phase I

Task I: Aleutians West Coastal Resource Service Area (AWCRSA) will develop a request for proposals and award a contract to hire a consultant to develop a stormwater management plan for the Unalaska Lake watershed.

The AWCRSA will prepare a request for proposals and award the project to a qualified contractor to carry out the scope of work for this project.

Task II: The selected consultant will develop a stormwater management plan for the Unalaska Lake watershed. The City of Unalaska Public Works department will perform sediment testing to assist with the planning effort. The City of Unalaska is providing these services free of charge.

The Unalaska Public Works Department will collect sedimentation information in the watershed. The consultant will evaluate data and hold stakeholder meetings which will assist in the preparation of a stormwater management planning document that will provide criteria and guidelines for reduction of siltation from stormwater runoff into the Unalaska Lake watershed. This document is intended to clearly define the problem and causative factors as well as identify future steps to be taken in Phase 2 to reduce siltation of Unalaska Lake due to stormwater runoff.

Project Management Plan

AWCRSA will hire a qualified contractor to carry out the work on this project. The Program Director for the AWCRSA and the AWCRSA Board will oversee work on the project. The Program Director does not live in the area but five members of the seven member Board do and will be intimately familiar with the project. Status updates regarding the project will be included on the agendas for the Board's regular monthly public meetings. In addition, the City of Unalaska Public Works department will be partnering with the AWCRSA Board and will be part of the project management team.

Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of the BOEMRE; upon agreement between Bureau of Ocean Energy, Regulation, and Enforcement (BOEMRE) and the State of Alaska for the additional cost of completing the Unalaska Lake Restoration Phase 1 Stormwater Management Plan project will be implemented by amendment.

SECTION C – PERFORMANCE AND DELIVERABLES

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C.1 Project Period

This award supports a Budget Period of date of award through 1/31/2013, as specified in Block 7 of page 1. The Project Period is for a total of 18 months.

C.2 Performance Measures/Plan

The following performance measures/plan will be used to assess the accomplishments of the project:

Phase I

Task I: Aleutians West Coastal Resource Service Area (AWCRSA) will develop a request for proposals and award a contract to hire a consultant to develop a stormwater management plan for the Unalaska Lake watershed.

- AWCRSA receives grant funding to proceed with preparing the RFP – 7/1/2011
- RFP available and sent to prospective contractors – 8/1/2011
- Proposals reviewed and selection made at AWCRSA Board meeting – 9/15/2011
- AWCRSA gives notice to proceed to contractor – 9/20/2011

Task II: The selected consultant will develop a stormwater management plan for the Unalaska Lake watershed. The City of Unalaska Public Works department will perform sediment testing to assist with the planning effort. The City of Unalaska is providing these services free of charge.

- Contractor identifies and interviews major stakeholders; first stakeholder meeting is held in Unalaska – 9/26/11 – 11/17/11
- Contractor develops draft Stormwater Management Plan document. Update presented to AWCRSA Board – 1/12/12
- Second stakeholder meeting is held. A proposal for steps to be accomplished in second phase of project is presented – 2/15/12
- Final presentation meeting is held at AWCRSA Board meeting. Contractor presents final Stormwater Management Plan document and proposal for “next steps” to be accomplished in Phase 2 of project – 3/15/12

C.3 Performance Reporting Requirement

CIAP recipients must submit performance reports as required by 43 CFR 12.80. Annual performance reports are due within 90 days after the grant performance year ends. Quarterly and semi-annual reports are due 30 days after the reporting period. The final performance report will be due within 90 days after the expiration or termination of the grant. Performance reports should contain the following information:

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- (1) A comparison of actual work accomplished relative to the annual goals and objectives established in C.2 Performance Measures/Plan for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required. For construction grants, BOEMRE may rely upon on-site technical inspections and certified percentage-of-completion data to monitor progress;
- (2) The reasons for slippage, if established goals and objectives were not met; and
- (3) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The performance reports should also describe any foreseeable events that may occur affecting the project's completion schedule. These may include:

- (1) Problems, delays, or adverse conditions that may materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; or
- (2) Favorable developments that may enable achieving time schedules and objectives sooner or at less cost than anticipated, or producing more beneficial results than originally planned.

The Contracting Officer may extend the due date of an annual or final performance report upon receipt of a request from the recipient's designated grant administrator. The request for an extension must be sent to the BOEMRE Contracting Officer *prior* to the original due date. Requests must be submitted in writing, and include the revised due date and a justification for the extension.

CIAP recipients will not be required to submit more than the original and two copies of the performance report.

| Description of Report | Due | Send To |
|------------------------------|---|--|
| Quarterly Performance Report | Within 30 days of the end of each fiscal quarter (December 31 st , March 31 st , June 30 th and September 30 th) | Send 1 original to Project Officer (see Block #10 of Page 1) + 1 copy to Contracting Officer (see Section D.1) by E-Mail or Regular Mail |
| Yearly Performance Report | Within 90 days of the end of the yearly performance period | Send 1 original to Project Officer (see Block #10 of Page 1) + 1 copy to Contracting Officer (see Section D.1) by E-Mail or Regular Mail |

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| Description of Report | Due | Send To |
|--------------------------|--|--|
| Final Performance Report | Within 90 days of the end of the project | Send 1 original to Project Officer (see Block #10 of Page 1) + 1 copy to Contracting Officer (see Section D.1) by E-Mail or Regular Mail |

C.4 Financial Reporting Requirements

CIAP recipients must submit financial reports as required by 43 CFR 12.81 using the SF-425 Federal Financial Report. This form combines the SF-269 Financial Status Report and the SF-272 Federal Cash Transactions Report into one form. The purpose of financial reports is to ensure that expenses are recorded in the proper period, and for de-obligating funds at the end of the grant period. The SF-425 Federal Financial Report form is available from the OMB web site: http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf. Instructions for completing the form are available at the following web site: http://www.whitehouse.gov/omb/grants/standard_forms/ffr_instructions.pdf.

| Description of Report | Due | Send To |
|---|--|--|
| Quarterly SF- SF-425 Federal Financial Report (replaces the obsolete SF-272 form for reporting withdrawals in advance of expenditures only) | Within 15 days of the end of each fiscal quarter (December 31st, March 31st, June 30th and September 30th) | Send 1 original to the Contracting Officer (see Section D.1) + 1 copy to Project Officer (see Block #10 of Page 1) by E-Mail or Regular Mail |
| Yearly SF-425 Federal Financial Report (replaces the obsolete SF-269 Financial Status Report) | Within 90 days of the end of the grant performance period | Send 1 original to the Contracting Officer (see Section D.1) + 1 copy to Project Officer (see Block #10 of Page 1) by E-Mail or Regular Mail |

(1). STANDARD FORM -425 FEDERAL FINANCIAL REPORT (replacing the obsolete SF-272 Federal Cash Transactions Report) is required quarterly for withdrawal of funds *in advance of expenditures*. Quarterly reports are due 15 calendar days after the end of each fiscal quarter (December 31st, March 31st, June 30th and September 30th), and must be submitted to the Contracting Officer, with a copy to the Project Officer.

(2). SF-425 FEDERAL FINANCIAL REPORT (replacing the obsolete SF-269 Financial Status Report). The SF- 425 Federal Financial Report is used to report the status of funds for all non-construction and construction grants.

The recipient must submit an SF-425 Federal Financial Report no later than 90 calendar days after the end of each yearly performance period. At the end of the final performance period, the recipient will liquidate all obligations incurred under the award, and will promptly return any

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unused federal cash advances or will submit a final withdrawal of funds from the ASAP payment system to obtain any remaining amounts due.

(3). Recipient will promptly return any unused federal cash advances or will withdraw any remaining amounts due from the ASAP payment system. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be entitled under the terms of this award constitute a debt to the Federal government. If not paid within a reasonable period, the BOEMRE may reduce the debt in accordance with 43 CFR, Subpart C, Section 12.92 for State and local governments.

(4). The BOEMRE may require financial reports more frequently if the recipient: (a) has a history of poor performance, (b) is not financially stable, (c) has a management system that does not meet the standards prescribed in the applicable OMB Circular 2 CFR 225 *Cost Principles for State, Local, and Indian Tribal Governments*, (d) has not conformed to the terms and conditions of a previous CIAP award, or (e) is not otherwise responsible. In addition, BOEMRE may require a monthly or quarterly report from those recipients receiving advances totaling \$1 million or more per year.

(5). The BOEMRE may impose additional requirements as needed (i.e. projects of a more complex nature), provided that the CIAP grant recipient is notified in writing as to: the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the corrective action needed, the time allowed for completing the corrective actions, the method for requesting reconsideration of the additional requirements imposed.

(6). The Contracting Officer may extend the due date of a Federal Financial Report upon receipt of a request from the recipient CIAP grant administrator, provided that the request for an extension is received by the BOEMRE Contracting Officer *prior to* the financial report's original due date. Requests must be submitted in writing, include the revised report due date requested, and a justification for the extension.

C.5 Noncompliance with Reporting Requirements

Failure to comply with the reporting requirements contained in this grant agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards.

C.6 Project Deliverables

| Description of Report | Due | Send To |
|-----------------------|--|---|
| Select contractor | To be included in the progress report following the quarter in which the task was accomplished | Send 1 copy to Project Officer (see Block #10 of Page 1) by E-Mail or Regular Mail+1 copy to Contracting Officer (see Block #5 of Page 1) by E-Mail or Regular Mail |

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| Description of Report | Due | Send To |
|--|--|---|
| Conduct stakeholder meeting | To be included in the progress report following the quarter in which the task was accomplished | Send 1 copy to Project Officer (see Block #10 of Page 1) by E-Mail or Regular Mail+1 copy to Contracting Officer (see Block #5 of Page 1) by E-Mail or Regular Mail |
| Draft Stormwater Management Plan document. (See section E.14 Acknowledgement of CIAP Funds for Reports, Printed Findings, and Websites) | To be included in the progress report following the quarter in which the task was accomplished | Send 1 copy to Project Officer (see Block #10 of Page 1) by E-Mail or Regular Mail+1 copy to Contracting Officer (see Block #5 of Page 1) by E-Mail or Regular Mail |
| Conduct stakeholder meeting and proposal for next steps | To be included in the progress report following the quarter in which the task was accomplished | Send 1 copy to Project Officer (see Block #10 of Page 1) by E-Mail or Regular Mail+1 copy to Contracting Officer (see Block #5 of Page 1) by E-Mail or Regular Mail |
| Final Stormwater Management Plan Document and next steps. (See section E.14 Acknowledgement of CIAP Funds for Reports, Printed Findings, and Websites) | To be submitted with the final performance report | Send 1 copy to Project Officer (see Block #10 of Page 1) + 1 copy to Contracting Officer (see Block #5 of Page 1) by E-Mail or Regular Mail |

SECTION D - GRANT ADMINISTRATIVE DATA

D.1 Grant Administration

This Grant will be administered by:
The Bureau of Ocean Energy Management, Regulation, and Enforcement
Procurement Operations Branch
381 Elden Street Mail Stop 2101
Herndon, Virginia 20170-4879
Attn: Ms. Dominique Bruce, Contracting Officer
Phone: (703) 787-1342
E-mail: Dominique.Bruce@boemre.gov

Written communications shall make reference to the Grant award number and shall be mailed and/or electronically transmitted to the above address.

D.2 Funding

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The amount initially obligated under this agreement, herein referred to as "obligated funds," is presently the sum of \$100,000 which shall be available for payment of costs incurred by the recipient in performance of this Grant from the effective date of award.

Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of the BOEMRE.

D.3 Payment

(1). Method of Payment.

The BOEMRE uses the Automated Standard Application for Payments (ASAP) grant payment system, managed by the United States Department of the Treasury, to provide electronic invoicing and payment for CIAP grant funds. With the award of each grant, an account will be set up from which the Recipient can draw down funds.

Payments will be made available through the www.asap.gov portal. Inquiries regarding payments, including questions regarding electronic draw down procedures should be directed to the ASAP Help Desk at:

For state capitols in the Eastern time zone, call the Philadelphia Regional Financial Center (215) 516-8021 from 7:30 a.m. to 4:00 p.m.

For state capitols in the Central time zone, call the Kansas City Regional Financial Center (816) 414-2100 from 7:30 a.m. to 4:00 p.m.

For state capitols in the Mountain or Pacific time zone (and time zones further west), call the San Francisco Financial Center (510) 594-7182 from 7:30 a.m. to 4:00 p.m.

(2). Payments may be drawn in advance only as needed to meet immediate cash disbursement needs.

(3). Maximum limits for quarterly draw amounts will be set in ASAP using the quarterly projections submitted by the recipient on the SF-424A, Section D(13) *Forecasted Cash Needs*.

SECTION E - TERMS OF THE AGREEMENT

E.1 Term of the Agreement

This agreement shall become effective on the date of signature of the Contracting Officer and shall remain in effect from the date of award through 1/31/2013. The BOEMRE will consider continued funding for the project upon (a) the recipient showing progress satisfactory to the BOEMRE toward program goals, timely submission of progress and financial status reports, and the determination by the BOEMRE that continuation of the project would be in the best interest of the Government or (b) the availability of funds. The total project period for this award shall not exceed 18 months.

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E.2 Order of Precedence

In the event of any inconsistency between the provisions contained in the documents listed below, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Statutes; (b) applicable Regulations including 43 CFR Part 12; (c) Department of the Interior and other applicable policies; (d) Grant award document; and, (e) the Recipient's proposal.

E.3 Amendments to the Agreement

(1). BOEMRE will follow the procedures and requirements stated in 43 CFR 12.70 for changes to grant awards. All requests for an amendment to the grant agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the Contracting Officer.

(2). CIAP recipients will be allowed to re-budget within the cost categories that are approved under the grant award. However, there are certain post-award changes that require prior written approval by the BOEMRE Contracting Officer. They include, but are not limited to:

Funding Changes

- (i) For non-construction and construction, any revision that would require additional funding;
- (ii) For a transfer of funds between non-construction and construction within a grant award;
- (iii) For non-construction, cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed 10% of the current total approved budget when the Federal funding exceeds \$100,000; or
- (iv) For non-construction, transfer of funds allotted for training purposes.

Programmatic Changes (for construction and non-construction)

- (i) Any revision in the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval);
- (ii) Requests to extend the period of availability of funds;
- (iii) Changes in key persons in cases where specified in an application or grant award; or
- (iv) For non-construction projects, contracting out, sub-granting (if authorized by law) or otherwise obtaining the services of a third party to perform activities which are central to the purposes of the award.

(3). Administrative changes (i.e. Contracting Officer name change or deobligation of excess funds at the end of the agreement, etc.) that do not change the project management plan, funding amount, etc. or otherwise affect the recipient, may be signed unilaterally by the Contracting Officer. All other changes shall be made by means of a bilateral amendment to the agreement. No oral statement made by any person, or written statement by any person other than the Contracting Officer, shall be allowed in any manner or degree to amend or otherwise effect the terms of this agreement.

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(4). This agreement may be terminated in accordance with the provisions of 43 CFR, Subpart C, Section 12.84 for State and local governments. A unilateral amendment, signed by the Contracting Officer, may be utilized if it should become necessary to suspend or terminate the agreement.

E.4 Extension of Project or Budget Period

(1). Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of the BOEMRE. A request to extend the project and/or budget period shall be requested by the recipient and submitted to the Contracting Officer at least 30 days prior to the expiration date of the project and/or budget period. The recipient shall include in the request the cause of the needed extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request.

(2). A request for an extension that is received by the Contracting Officer after the expiration date may not be honored.

E.5 Privity of Contract and Third Party Contractors

(1). CIAP recipients may enter into contractual agreements with a third party contractor (hereinafter, "third party" or "contractor") in the course of performing their federal grant duties and responsibilities. However, BOEMRE is not a party to such agreements, and no direct contractual relationship (privity of contract) exists between BOEMRE and the third party. Although privity of contract exists between the recipient and contractor, the recipient may not delegate or transfer its responsibility for the use of federal grant funds. As a result, the recipient is exclusively responsible for complying with any requirements imposed by statute, regulation, and the terms of the grant agreement, and is ultimately responsible for the use of the federal grant funds provided.

(2). The recipient is required by 43 CFR Part 12.76(i) to communicate all relevant federal statutory and regulatory requirements and terms of the grant agreement to each contractor. If the recipient authorizes the third party to communicate with BOEMRE and conduct transactions for the recipient's benefit, the recipient must inform BOEMRE of this assignment via a signed letter from an authorized representative. The statement must detail, to the maximum extent practicable, all specific transactions that the third party is authorized to conduct on behalf of the recipient.

(3). BOEMRE reserves the right to approve, reject, or modify the recipient's signed statement authorizing specific authority to a third party, if BOEMRE determines that the scope or grant of authority is a non-delegable duty. The recipient must directly communicate with BOEMRE for those matters that are beyond the scope of authority granted to the third party contractor by the recipient, including, but not limited to, the following (which may not be delegated to third party contractors):

- i. Defining contract procurement methods and procedures conducted by the recipient, including selection actions.

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- ii. Directing the recipient to inform their auditor to include CIAP in their A-133 audit.
- iii. Informing the recipient of their obligation to make certifications regarding lobbying and how to handle these certifications with their contractors.
- iv. Providing information on how payments from BOEMRE to the recipient will be handled; and restrictions placed on the recipient via semi-annual withdrawal limits on the 424A.
- v. A BOEMRE request for the description of the acquisition process the recipient used when selecting contractors, including determinations that a contract price was fair and reasonable.

(4). Although a contractual relationship does not exist between BOEMRE and any third party, BOEMRE reserves the right to initiate communications with any contractor, and may request access to any books, documents, papers and records which are directly pertinent to a specific grant in question. Such communications may be required to conduct audits and examinations and gather additional information. In these circumstances, it may be necessary for the contractor to directly communicate with BOEMRE on matters not pertaining to a specific grant of authority from the recipient.

E.6 Conflicts of Interest

(1). **Personal conflicts of interest.** Recipients will establish and maintain written safeguards to prohibit employees from using their positions for purposes that create an actual conflict of interest, or give the appearance of being motivated by desire for private gain for themselves or others (apparent conflict of interest), particularly those with whom they have family, business, or other ties.

(2). **Organizational conflicts of interest:**

A. Recipients are responsible for upholding the integrity of the procurement process and must avoid organizational conflicts of interest and/or noncompetitive procurement practices (as required under the relevant portions of 43 CFR § 12.76). An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable to:

- i. Render assistance or advice to the recipient while remaining impartial;
- ii. Perform the contract work in an objective manner;
- iii. Avoid an unfair competitive advantage. Such an unfair competitive advantage may exist when:
 - a. The contractor has relevant information that is not available to all potential contractors.
 - b. The contractor prepares or helps prepare a statement of work (SOW) that is used in competitively acquiring services, or provides material leading directly to such a SOW.

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B. However, the contractor is allowed to compete for an award of the contract work if the contractor:

- i. is the only responsible source and a determination is made that no other supplies or services will satisfy the recipient's requirement (see 43 CFR 12.76(d)(4)), or;
- ii. participated in the original development and design work, and disallowing their participation would negatively affect time or quality of production, or;
- iii. was one of several contractors involved in the creation of the SOW, and each potential contractor is allowed a fair and reasonable opportunity to compete for the award.

C. Unavoidable conflicts of interest. Three types of recipient-contractor arrangements have been identified as those that may be unavoidable conflicts of interest:

- i. longstanding engineering design relationships on the specific project,
- ii. the recipient's staffing situation does not allow them to manage the CIAP project with recipient employees, or
- iii. the recipient uses independent contractor employees to fill critical positions such as accounting functions.

D. Recordkeeping requirements. If any of these three situations are identified, recipients must develop and maintain appropriate records to continue receiving CIAP grant funds. Specifically, the records must describe:

- i. How a conflict of interest was avoided and/or the necessary steps taken to mitigate such conflict, and;
- ii. How competitive procurement requirements and all other applicable elements of 43 CFR § 12.76 will be satisfied under the new contract.

E.7 Enforcement Remedies for Conflicts of Interest and Noncompetitive Procurement Practices

(1). If a conflict of interest is identified by the Contracting Officer (CO) or Project Officer (PO), the BOEMRE CO will analyze any acquisition that may constitute an actual conflict of interest, or creates an appearance of a conflict of interest, with the advice and assistance of the PO and BOEMRE legal counsel. The CO will work with the recipient to resolve the issue so that the recipient can either avoid, neutralize, or mitigate such potential or actual conflicts before awarding such contract. If a CO renders a decision that a conflict of interest exists, it must be based on credible evidence (defined as reliable, trustworthy and convincing).

(2). To remedy unfair competitive practices that may constitute a conflict of interest, BOEMRE may require the recipient to either reopen the competition or, alternatively, cancel the procurement and begin a new solicitation process. Further, BOEMRE reserves the right to resort to other appropriate enforcement remedies either before, during, or after the award of CIAP

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funds under 43 CFR § 12.83.

E.8 Audit Requirements

(1). Non-Federal entities that expend \$500,000 or more in Federal funds during a year in Federal awards are required to have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised by OMB Circular A-133, which is available at http://www.whitehouse.gov/omb/grants/grants_circulars.html.

(2). Non-Federal entities that expend less than \$500,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, § 215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

(3). Allowable costs. Unless prohibited by law, the cost of audits made in accordance with the provisions of the OMB Circular A-133 are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles at 2 CFR Part 225 Cost Principles for State, Local, and Indian Tribal Governments (formerly known as OMB Circular A-87).

(4). Audits shall be made by an independent auditor in accordance with Generally Accepted Government Auditing Standards (GAGAS) covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.dot.gov/ost/m60/grant/sincontact.htm>. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

E.9 Inclusion of CIAP in A-133 Audits

The BOEMRE requires all recipients expending more than \$500,000 in Federal assistance funds (thereby requiring an A-133 audit) to include CIAP in their Fiscal Years 2009, 2010 and 2011 audits, in accordance with Section .215(c) of the OMB A-133 Circular. The auditee, after consultation with its auditor, should respond to such request by informing the BOEMRE whether the program would otherwise be audited as a major program using the risk-based audit approach described in OMB Circular A-133 *Audits of States, Local Governments, and Non-Profit Organizations*, Section .520 and, if not, the estimated incremental cost.

The BOEMRE shall then promptly confirm to the auditee, in writing, whether it wants the program audited as a major program. If the program is to be audited as a major program based upon the BOEMRE's request, and the BOEMRE agrees to pay the full incremental costs, then the auditee shall have the program audited as a major program.

E.10 Use and Disposition of Property

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(1). Any property improved or acquired under this agreement or BOEMRE government-furnished property used by the recipient, including intangible property such as copyrights and patents, shall be governed by the provisions of 43 CFR, Subpart C, Section 12.71 through 12.77 for State and local governments.

(2) Any real property or equipment that is improved or acquired with Federal grant funds must be used for the originally authorized purposes as long as needed for those purposes. Real Property means land, including land improvements, structures, and appurtenances thereto (43 CFR 12.43). When no longer needed for the originally authorized purposes, title to such real property may not be encumbered, transferred, sold, or disposed of by the grantee or subgrantee at any time without notice to and the prior written permission of the awarding agency (BOEMRE) in accordance with 43 CFR 12.71(c). If real property improved or acquired with Federal grant funds is sold, the State or CPS must compensate the BOEMRE in accordance with 43 CFR 12.71(c)(2).

(3). The BOEMRE assumes no liability for any actions or activities conducted under a grant agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

E.11 Contracting with Minority and Women-Owned Businesses

It is a national policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

(a) The grantee and subgrantee shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, small disadvantaged veteran-owned small businesses, and HUB Zone firms are used when possible.

(2) Affirmative steps shall include:

- (i) Placing these qualified small business enterprises on solicitation lists;
- (ii) Assuring that these businesses are solicited whenever there are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by these small business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by these business enterprises;
- (v) Using the services and assistance of the Department of the Interior Office of Small and Disadvantaged Business Utilization (See <http://www.doi.gov/osdbu>), the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative

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steps listed above.

E.12 Monitoring and Oversight (Site visits and Audits)

In addition to the requirements identified in OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, the BOEMRE may conduct site visits during the performance of the grants, and/or audits at the end of the performance period, as appropriate. The primary purpose of a site visit or audit is to review the progress of the project, and to ensure that financial, procurement, human resources, and property systems are in compliance with Federal requirements.

E.13 Disputes Resolution

No administrative appeal procedures have been established by BOEMRE for actions taken in connection with the CIAP program. If the recipient is adversely affected or aggrieved by an BOEMRE official's final decision with respect to any plan, application or grant under the CIAP program, the recipient may pursue any legal remedies that may be available in a United States District Court of appropriate jurisdiction.

E.14 Acknowledgement of CIAP Funds for Reports, Printed Findings, and Websites

Publications

The following language should be placed on the title page (which follows the cover page) on all reports and/or printed findings funded by the CIAP:

"This report (study, brochure, poster, etc.) is funded* with qualified outer continental shelf oil and gas revenues by the Coastal Impact Assistance Program, Bureau of Ocean Energy Management, Regulation, and Enforcement, U.S. Department of the Interior."

* may be "in part"

Websites

A similar statement should be placed on the opening webpage of a website created in full or in part with CIAP funds.

"This website is funded* with qualified outer continental shelf oil and gas revenues by the Coastal Impact Assistance Program, Bureau of Ocean Energy Management, Regulation, and Enforcement, U.S. Department of the Interior."

* may be "in part"

E.15 Subgrants

The States and Coastal Political Subdivisions (CPSs) may execute all or part of a CIAP project by providing financial assistance i.e., subgrants, to another party such as a local unit of government, university, or nonprofit organization. The subgrantee is subject to the administrative and cost requirements under 43 CFR Part 12 that apply to that type of organization.

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E.16 Assurances

The recipient agrees to comply with the SF-424B Assurances – Non-Construction for all portions of this grant performed as non-construction. For all construction performed under this grant, the recipient agrees to comply with all parts of the SF-424D Assurances—Construction.

The SF-424B Assurances – Non-Construction form can be located at the following website:
<http://www.grants.gov/techlib/SF424B.PDF>

The SF-424D Assurances – Construction form can be located at the following website:
<http://www.grants.gov/techlib/SF424D-V1.1.pdf>

SECTION F - GENERAL PROVISIONS

F.1 Standard Award Terms and Conditions

Acceptance of a Federal Financial Assistance award from the BOEMRE carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or signature on the grant award document. Awards are based on the application submitted to, and as approved by BOEMRE, and are subject to the terms and conditions incorporated either directly or by reference in the following:

- CIAP Program legislation
- Special terms and conditions.
- Code of Federal Regulations/Regulatory Requirements, as applicable (Contact the CIAP Contracting Officer with any questions regarding the applicability of the following):
- 2 CFR Part 25 Central Contractor Registration and Data Universal Numbering System
- 2 CFR Part 170 Reporting Subawards and Executive Compensation
- 2 CFR Part 175 Trafficking Victims Protection Act of 2000
- 43 CFR Part 12, Subpart A Administrative and Audit Requirements and Cost Principles for Assistance Programs
- 43 CFR Part 12, Subpart C Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 43 CFR Part 12, Subpart E Buy American Requirements for Assistance Programs
- 43 CFR Part 18 New Restrictions on Lobbying

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- 2 CFR Part 1400 Nonprocurement Debarment and Suspension
- 43 CFR Part 43 Governmentwide Requirements for a Drug-Free Workplace

F.2 Additional Applicable Code of Federal Regulations (CFR)

- 43 CFR Part 17, Subpart A: Nondiscrimination on the Basis of Race, Color, or National Origin
- 43 CFR Part 17, Subpart B: Nondiscrimination on the Basis of Handicap
- 43 CFR Part 17, Subpart C: Nondiscrimination on the Basis of Age

F.3 Rights in Technical Data

The Government may publish, reproduce, and use all technical data developed as a result of this grant agreement in any manner, and for any purpose, without limitation, and may authorize others to do the same.

F.4 Publications Produced

(1). Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

(2). All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

(3). A Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval. A recipient further agrees to include this provision in a subaward to any subrecipient, except for a subaward to a State government, a local government, or to a Federally-recognized Indian tribal government.

(4). Recipient requests for clearance of public releases will be reviewed using existing public information mechanisms through the appropriate BOEMRE Public Affairs Office and with consultation with the cognizant Ethics Officer.

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(5). DOI Departmental Manual Requirements 505 DM Chapter 4 requires that two copies of each publication produced under a Grant be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication. The address of the library is:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, NW
Washington, DC 20240

F.5 Patents

Subject to the provisions set forth in 37 CFR Part 401, 35 U.S.C. §§ 203 and 205, a Recipient may retain the entire right, title, and interest throughout the world to each subject invention. With respect to any subject invention in which the Recipient retains title, the Federal Government will have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

F.6 Buy American Act Requirements

Notice: Pursuant to Section 307(b) of the Department of the Interior (DOI) and Related Agencies Appropriations Act, FY 2000, Public Law 106-113, please be advised of the following:

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in FY 2000 and thereafter, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

F.7 Metric Conversion

All progress and final reports, other reports, or publications produced under this award shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the Recipient may use non-metric measurements to the extent the Recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies to the Recipient.

F.8 Anti-Lobbying

Recipient shall not use any part of the Department of the Interior funds provided hereunder for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

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F.9 Seat Belt Provision

Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

SECTION G - DOCUMENTS

This grant is awarded in accordance with the Recipient's proposal entitled "Unalaska Lake Restoration Phase 1 Stormwater Management Plan" dated 5/12/2011, as revised (final) 5/31/2011; Standard Form 424 "Application for Federal Assistance," SF-424A "Budget Information Non-Construction Programs," and Standard Form 424B "Assurances - Non-Construction Programs."

Coastal Impact Assistance Program (CIAP) State Plan Guidelines dated September, 2006 (as revised August, 2010), and Coastal Impact Assistance Program (CIAP) Grant Application Guidelines dated February 2007 (as revised August, 2010), *are herein incorporated by reference and have the full force and effect as if included in full text.*

SECTION H - ATTACHMENTS

| <u>Identifier</u> | <u>Description</u> | <u>No. of Pages</u> |
|-------------------|-----------------------------------|---------------------|
| A | SF 425 "Federal Financial Report" | 1 |

The Attachment to this grant can be downloaded at the following web site:

The SF-425 Federal Financial Report form is available from the OMB web site:
http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf.

Instructions for completing the form are available at the following web site:
http://www.whitehouse.gov/omb/grants/standard_forms/ffr_instructions.pdf.

--END OF GRANT No. M11AF00142--

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCERSA T1-01

A. Federal Award Amendment #2 – Increase Duration and Change Key Person

AK CIAP NR AWCERSA T1-01
Submitted to FWS 4.30.14
Changes are highlighted in yellow

STATE OF ALASKA COASTAL IMPACT ASSISTANCE PROGRAM

PROJECT NARRATIVE ATTACHMENT Amendment 2- Increase Duration and Change key person F12AF70190

Project Title

Unalaska Lake Restoration

Project Proponent

City of Unalaska

Contact Information

Designated State Agency:

Alaska Department of Natural Resources (DNR), Office of Project Management and Permitting, Tom Crafford, Director

Address: 550 W. 7th Avenue, Suite 1430, Anchorage, Alaska 99501-3577

Phone: (907) 269-8629

Fax: (907) 269-5673

Email: tom.crafford@alaska.gov

Recipient and Application Contact:

Sylvia Kreel, Alaska CIAP Project Coordinator

Address: 400 Willoughby Avenue, Suite 500, Juneau, Alaska 99811-1010

Phone: (907) 465-3177

Email: Sylvia.kreel@alaska.gov

Stacey Norman, Alaska CIAP Grants Administrator

Address: 400 Willoughby Avenue, Suite 500, Juneau, Alaska 99811-1010

Phone: (907) 465-3937

Email: Stacey.norman@alaska.gov

Sub recipient Contact:

Contact Name: ~~Chris Hladiek, City Manager~~ Patrick Jordan, Asst. City Manager

Address P.O. Box 610, Unalaska, AK 99685

Telephone Number: 907-581-1251

Fax Number: 907-581-3664

E-mail Address: ~~chladiek@ci.unalaska.ak.us~~ pjordan@ci.unalaska.ak.us

Project Information

Note: This project was originally awarded in two phases. Tasks I and II were approved as part of the initial award. Tasks III through V were approved as part of Amendment 1. The description and tasks below cover all phases and tasks. This amendment is for a no

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCRSA T1-01

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Submitted to FWS 4.30.14

Changes are highlighted in yellow

cost extension in order to allow the maximum time possible to complete the project. Additional language has been added to some of the tasks for clarification purposes, however, there is no change in scope. All changes to the approved project narrative are highlighted in yellow.

Location

The proposed project is located within the City of Unalaska. Unalaska Lake is located within the City of Unalaska, near the shipping port of Dutch Harbor, on the island of Unalaska in the Aleutian chain. The Unalaska Lake watershed encompasses approximately 72,000 acres and is located to the southeast of the city center (refer to figure below).

Project Duration

Project Start date: July 1, 2011

Project End Date (Phase I & II): ~~January 31, 2016~~ June 30, 2016

CIAP Funding Costs

\$626,657

Project Description

The Unalaska Lake Restoration Project will help restore the Unalaska Lake. This project benefits the natural coastal environment through the identification of measures to reduce sediment entering Unalaska Lake, the development of a stormwater management plan for the Unalaska Lake watershed, the development of implementation measures to reduce sediment entering Unalaska Lake, and through the design, permitting and installation of such measures which could include sediment traps, separators and lift stations. Sediment and its associated contaminants can contribute to the long-term degradation of water quality and fish and wildlife habitat. The reduction of sediment entering Unalaska Lake will benefit the natural coastal environment of the Unalaska Lake watershed, as well as its fish and wildlife resources.

Background

Currently, the watershed most impacted from human development in the entire City of Unalaska is the Unalaska Lake watershed. The ability of the Unalaska Lake system to produce fish, particularly sockeye salmon, has been substantially degraded. Annual sockeye escapement ranges from 100 to 400 since 1970. Comparing Unalaska Lake to similar systems in this part of the state, Alaska Department of Fish and Game (ADF&G) Fisheries Biologists estimate that a lake of this size could have escapement of at least 2000 to 3000 sockeye.

The most substantial development in the Unalaska Lake watershed affecting water quality and fish habitat is road design, construction and maintenance. The area road

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systems were first constructed during World War II and have been significantly expanded in recent decades to support residential and commercial development. Since the 1940's portions of the lake have been filled, a section of the lake has been cut off by a road, inlet stream channels have been diverted, and much of the lakeshore sockeye spawning areas have been silted in. Suspended silt in the lake's water column can reduce sunlight penetration and thereby decrease survival of salmon fry by limiting plankton productions and the ability of rearing salmon fry to feed in the lake. Silt may also injure the salmon fry's gills and increase incidence of disease. The steep coastal topography, geology and soils, high rainfall, and sparse vegetation are conducive to rapid runoff and siltation. Under these conditions, silt and pollutants from residential and industrial development and associated transportation infrastructure adversely impact water quality and fish habitat. Reducing silt flow and other pollutants into the lake and its tributaries is vital to the well being of the lake's biological resources.

The City of Unalaska has made progress in reducing sedimentation of the lake through the paving of Broadway Avenue, installation of curbs and gutters, installation of catchment basins on storm drains, grass hydro seeding, and ditching to control runoff. In 2010, with funding from the Alaska Department of Environmental Conservation, the City will be installing three "Advanced Drainage Systems" sediment separators in the stormwater collection system. While this action is expected to reduce sediment entering the lake, additional actions are needed and thus CIAP funds are being directed to this end.

The Unalaska Lake watershed is the most troubled drainage in the region. A comprehensive stormwater management plan involving a full range of management measures and implementation strategies is needed to restore Unalaska Lake. Phase I of the project is the development of a stormwater management plan for the Unalaska Lake watershed. ~~has already been granted. This amendment~~ Phase II will implement key elements of the plan (e.g. sedimentation control, stormwater retrofits). It is anticipated that, at a minimum, additional sediment separators will be installed at locations identified in the stormwater management plan.

The Unalaska Lake Restoration project will be coordinated closely with the City of Unalaska, Department of Public Works. The City of Unalaska, Department of Public Works is expected to be a partner in both plan development and implementation and has agreed to perform some of the sampling work for Phase 1 of the project. Local municipalities operate and maintain the storm sewer systems that carry stormwater from private property to the nearest waterway.

Some of the funding for the Unalaska Lake Restoration Project will be used to purchase equipment/tools for stormwater management. The purchase of equipment and tools will allow the City of Unalaska to develop an ongoing testing, data collection and monitoring program for the Unalaska Lake and other areas throughout the community. The City Staff have certifications and qualifications necessary to perform the testing and it will greatly reduce the cost of the Stormwater Management Plan to be able to complete the data collection locally by not requiring additional consultant travel.

Supplement #2 Project Narrative Attachment

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Submitted to FWS 4.30.14
Changes are highlighted in yellow

Measurable Goals and Objectives

This project will result in a stormwater management plan that will provide criteria and guidelines for the restoration of the Unalaska Lake watershed. This document is intended to plan and organize specific implementation measures to reduce stormwater sedimentation in Unalaska Lake.

Phase 1 Goal: Identify measures to reduce sediment entering Unalaska Lake.

Phase 1 Objectives: Develop a stormwater management plan for the approximately 72,000-acre watershed.

Phase 2 Goal: Begin to implement the measures to reduce sediment entering Unalaska Lake.

Phase 2 Objective: Design and permit three to four sediment traps, separators, lift stations, low impact development measures and/or other measures as recommended in the stormwater management plan.

CIAP Authorized Use

The proposed project is consistent with Authorized Use #1, projects and activities for the protection, restoration and conservation of coastal areas.

Changes

- The entity conducting the project and the authorized use have changed as a result of the expiration of the Alaska Coastal Management Program. The final goal and result however, remain the same.
- These changes do not affect the project goals and objectives as represented in the approved Plan
- The project description is recognizable as the original project
- The revised project is still covered by the Governors certification of public participation.

Project Description by Task

Task I: ~~AWCERSA~~ The City of Unalaska will develop a request for proposals and award a contract to hire a consultant to develop a stormwater management plan for the Unalaska Lake watershed.

E.1. Goals

Develop an RFP for a consultant

Hire a consultant

E.2. Statement of Work

Supplement #2

Project Narrative Attachment

AK CIAP NR AWCRSA T1-01

AK CIAP NR AWCRSA T1-01

Submitted to FWS 4.30.14

Changes are highlighted in yellow

The ~~AWCRSA~~ City of Unalaska will prepare a request for proposals and award the project to a qualified consultant to carry out the scope of work for this project in accordance with State of Alaska procurement regulations. ~~AWCRSA~~ The City of Unalaska and the state of Alaska will ensure that the consultant follows all required cost principles.

E.3. Start Date and Duration

Start date is ~~July 2011~~ May 2014. The proposal will be developed and contract awarded in ~~Fall 2011~~ Spring 2014. The contractor selection component is expected to last 3 months.

E.4. Milestones and Deliverables (Performance Measures)

| Date | Milestones | Deliverables |
|-------------------------------|---|----------------------|
| 7/01/11 5/1/14 | AWCRSA City of Unalaska receives grant funding to proceed with preparing the RFP. | |
| 8/1/11 5/1/14 | RFP available and sent to prospective contractors. | |
| 9/15/11 5/15/14 | Proposals reviewed and selection made at AWCRSA Board meeting by City of Unalaska. | Contractor Selected. |
| 9/20/11 6/1/14 | AWCRSA City of Unalaska gives notice to proceed to contractor. | |

Task II: The selected consultant will develop a stormwater management plan for the Unalaska Lake watershed. The City of Unalaska Public Works department will perform sediment testing to assist with the planning effort. The City of Unalaska is providing these services free of charge.

E.1. Goals

Develop a stormwater management plan for the approximately 72,000-acre watershed.

E.2. Statement of Work

The Unalaska Public Works Department will collect sedimentation information in the watershed. Their time will not be charged to the grant. However, the supplies needed to collect the data will be charged to the grant. The consultant will evaluate data and hold stakeholder meetings which will assist in the preparation of a stormwater management planning document that will provide criteria and guidelines for reduction of siltation from stormwater runoff into the Unalaska Lake watershed. This document is intended to clearly define the problem and causative factors as well as identify future steps to be taken in Phase 2 to reduce siltation of Unalaska Lake due to stormwater runoff.

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCRSA T1-01

AK CIAP NR AWCRSA T1-01
Submitted to FWS 4.30.14
Changes are highlighted in yellow

E.3. Start Date and Duration

~~September 2011~~ June 1, 2014 for approximately ~~six~~ five months.

E.4. Milestones and Deliverables (Performance Measures)

| Date | Milestones | Deliverables |
|---|---|---|
| 9-26-11 – 11-17-11 6/15/14 | Contractor Consultant identifies and interviews major stakeholders. First stakeholder meeting is held in Unalaska. | Stakeholder meeting. |
| 1-12-12 6/30/14 | Contractor consultant develops draft Stormwater Management Plan document. Update presented to AWCRSA Board City of Unalaska | Draft Stormwater Management Plan document. |
| 2-15-12 7/1/14 | Second stakeholder meeting is held. A proposal for steps to be accomplished in second phase of project is presented. | Stakeholder meeting and proposal for next steps. |
| 3-15-12 9/30/14 | Final presentation meeting is held at AWCRSA Board meeting with City of Unalaska. Contractor Consultant presents final Stormwater Management Plan document and proposal for “next steps” to be accomplished in Phase 2 of project. | Final Stormwater Management Plan Document and next steps. |

Task III: Hire ~~contractor~~ consultant to design and permit sediment reduction measures

Statement of Work

The City of Unalaska will competitively procure a consultant to design and permit ~~and install~~ sediment reduction measures to reduce sediment entering Unalaska Lake.

Start Date and Duration

~~March 31, 2013 to April 30, 2013~~ September 30, 2014 to October 31, 2014

Milestones and Deliverables

| Date | Milestones | Deliverables |
|-----------------------------|-----------------|--------------|
| 3-31-13 9/30/14 | Advertise RFP | |
| 4-30-13 10/31/14 | Hire consultant | |

Task IV: Design and permit sediment reduction measures

Statement of Work

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCRSA T1-01

AK CIAP NR AWCRSA T1-01

Submitted to FWS 4.30.14

Changes are highlighted in yellow

The ~~contractor~~ consultant will design and permit three (3) to four (4) sediment traps, separators, lift stations, low impact development measures and/or other measures as recommended in the stormwater management plan.

Start Date and Duration

~~May 1, 2013 to July 31, 2014~~

October 31, 2014 to February 1, 2015

Milestones and Deliverables

| Date | Milestones | Deliverables |
|-------------------------------------|--|--|
| 5/1/13 to 7/31/14 2/1/15 | Contractor designs sediment reduction measures | Copy of any local, state or federal permits acquired Design for sediment reduction measures |
| 2/1/15 | Advertise RFP for construction contractor | |
| 3/15/15 | Hire construction contractor | |

Task V: Install sediment reduction measures

Statement of Work

The contractor will install three (3) to four (4) sediment traps, separators, lift stations, low impact development measures and/or other measures as recommended in the stormwater management plan.

Start Date and Duration

~~August 1, 2014 to August 31, 2015~~ March 15, 2015 to May 31, 2016

Milestones and Deliverables

| Date | Milestones | Deliverables |
|--------------------------------------|---|---|
| 8/1/14 to 8/31/15 5/31/16 | Contractor installs sediment reduction measures | Before and after photos of each sediment reduction measure installed. |
| 9/30/15 6/30/16 | Project completion | |

Additional Project Information Relative to Entire Project

Compatibility/Synergy

The Unalaska Lake watershed has had state agency and community interest for many years. In 1996 the Department of Fish and game, the Department of Environmental Conservation, the City of Unalaska, and the City of Unalaska convened a workgroup to:

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCERSA T1-01

AK CIAP NR AWCERSA T1-01

Submitted to FWS 4.30.14

Changes are highlighted in yellow

- 1) Improve understanding of issues and problems related to nonpoint source pollution, conservation of fish habitat, and community needs;
- 2) Improve communication and understanding of concerns among City of Unalaska, state agencies, landowners, and citizens; and,
- 3) To the extent possible outline possible solutions or future actions to address priority issues.

Several actions have been taken since that work group convened. The City of Unalaska has made progress in reducing sedimentation of the lake through the paving of Broadway Avenue, installation of curbs and gutters, installation of catchment basins on storm drains, grass hydro seeding, and ditching to control runoff. In 2010, with funding from the Alaska Department of Environmental Conservation, the City installed three "Advanced Drainage Systems" sediment separators in the stormwater collection system. While this action is expected to reduce sediment entering the lake, additional actions are needed and thus City of Unalaska CIAP funds are being directed to this end.

Controversy/Support

As stated above, the Unalaska Lake watershed has had much interest over the years and it is expected that this will be a high profile planning effort with much involvement by local stakeholders and various agencies. It is anticipated there will be strong support for a stormwater plan to reduce the sediment entering the watershed.

Program Management

City of Unalaska will hire a qualified contractor to carry out the work on this project. Patrick Jordan, Assistant City Manager for the City will oversee work on the project. The Asst. City Manager (ACM) lives in the area and is intimately familiar with the project. In addition, the City of Unalaska Public Works department will be partnering with the ACM and will be part of the management team.

Bundling

Separate projects are not being combined under this grant.

Program Income

N/A

Description of Environmental Impacts

Currently, the watershed most impacted from human development in the entire western Aleutians area is the Unalaska Lake watershed. The ability of the Unalaska Lake system to produce fish, particularly sockeye salmon, has been substantially degraded. Sediment and its associated contaminants can contribute to the long-term degradation of water quality and fish and wildlife habitat. The reduction of sediment entering Unalaska Lake will benefit the natural coastal environment of the Unalaska Lake watershed, as well as its fish and wildlife resources. Reducing silt flow and other pollutants into the lake and its tributaries is vital to the well being of the lake's biological resources. The lake environment will be positively impacted by this project.

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCRSA T1-01

AK CIAP NR AWCRSA T1-01
Submitted to FWS 4.30.14
Changes are highlighted in yellow

Relationship to Other Federal Programs

There are no other federal programs currently providing funding to this project nor are there any anticipated to do so.

Federal, State, and Local Agencies

USCOE Anchorage

Janet Post

U.S. ARMY CORPS OF ENGINEERS, ALASKA DISTRICT

P.O. BOX 6898, JBER, AK 99506-0898

907-753-2831 FAX (907) 753-5610

800-478-2712

janet.l.post@usace.army.mil

ADFG Unalaska

Forrest Bowers

Box 920587, Dutch Harbor, AK, 99692-0587

907-581239 FAX (907) 581-1572

forrest.bowers@alaska.gov

City of Unalaska Department of Public Works

Director Nancy Peterson

P.O. Box 610, Unalaska, AK 99685

907-581-1260 FAX: 907-581-2187

npeterson@ci.unalaska.ak.us

City of Unalaska

Mayor Shirley Marquardt

P.O. Box 610, Unalaska, AK 99685

907-581-1251 Fax: (907) 581-3664

mayor@ci.unalaska.ak.us

City of Unalaska

Manager Chris Hladick

P.O. Box 610, Unalaska, AK 99685

(907) 581-1251 Fax: (907) 581-3664

chladick@ci.unalaska.ak.us

Project Information Questions

Environmental Review

1) Does the project require any federal environmental review (e.g., environmental assessment, environmental impact statement, biological opinion)?

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCRSA T1-01

AK CIAP NR AWCRSA T1-01
Submitted to FWS 4.30.14
Changes are highlighted in yellow

☐ Yes ☒ No

- 2) Does the project require any state environmental review (e.g., Consistency Determination, State Historic Preservation Office)?

☐ Yes ☒ No

- 3) Does the project require any local environmental review (e.g., zoning)?

☐ Yes ☒ No

If the answer to any of these questions is "yes," provide a copy of the environmental review(s) with the grant application.

Permits:

- 1) ~~Does the project require any federal permits?~~

~~☐ Yes ☒ No~~

- 2) ~~Does the project require any state permits?~~

~~☐ Yes ☒ No~~

- 3) ~~Does the project require any local permits?~~

~~☐ Yes ☒ No~~

Depending on the sediment reduction measures selected, state, federal, and local permits may be necessary. The permits will be obtained as part of Task IV.

Legal Proceedings

- 1) Are there any pending legal proceedings that have been taken against any of the permits or related environmental analyses required for the project?

☐ Yes ☒ No

If the answer is "yes," provide an explanation of the pending legal proceeding and the status of it as a separate document.

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCRSA T1-01

AK CIAP NR AWCRSA T1-01
Submitted to FWS 4.30.14
Changes are highlighted in yellow



**Supplement #2
Project Narrative Attachment**

AK CIAP NR AWCRSA T1-01

AK CIAP NR AWCRSA T1-01
Submitted to FWS 4.30.14
Changes are highlighted in yellow



**Supplement #2
Project Narrative Attachment**

AK CIAP NR AWCERSA T1-01

B. Amendment 1- Increase Duration, Increase Funds

AK CIAP NR AWCERSA T1-01
Submitted to FWS 11.2.12

**STATE OF ALASKA
COASTAL IMPACT ASSISTANCE PROGRAM**

**PROJECT NARRATIVE ATTACHMENT
Amendment 1- Increase Duration, Increase Funds
FA12AF0190**

Project Title

Unalaska Lake Restoration

Project Proponent

City of Unalaska)

General Notes to FWS

This project will be conducted on behalf of the State of Alaska. The Alaska Department of Natural Resources (DNR) is the designated state agency for CIAP. OPMP will use a reimbursable services agreement (RSA) to sub award the grant to the Alaska Department of Commerce, Community, and Economic Development (DCCED). DCCED will sub award the funds to the project proponent listed above in accordance with state law.

Project Information

Designated State Agency

Alaska Department of Natural Resources, Office of Project Management and Permitting,
Tom Crafford, Director
550 W. 7th Street, Suite 1430, Anchorage Alaska 99501-3577
907-269-8629
tom.crafford@alaska.gov

Sub Recipient Contact

Contact Name: Chris Hladick, City Manager
Address P.O. Box 610, Unalaska, AK 99685
Telephone Number: 907-581-1251
Fax Number: 907-581-3664
E-mail Address: chladick@ci.unalaska.ak.us

Location

The proposed project is located within the City of Unalaska. Unalaska Lake is located within the City of Unalaska, near the shipping port of Dutch Harbor, on the island of Unalaska in the Aleutian chain. The Unalaska Lake watershed encompasses approximately 72,000 acres and is located to the southeast of the city center (refer to figure below).

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCRSA T1-01

AK CIAP NR AWCRSA T1-01
Submitted to FWS 11.2.12

This amendment requests the additional funds (\$526,657) allocated to this project and to extend the project end date to 1/31/2016 to complete Phase II of the project.

Project Duration

Phase I Project Start date: July 1, 2011
Project End Date (Phase I & II): January 31, 2016

Project Costs

CIAP funding

Phase I Grant, awarded 7/5/2011: \$100,000
This Amendment: \$526,657
Total Project Costs: \$626,657

Project Description

Note: The description below is relative to the entire project as described in the state CIAP Plan. However, this amendment is for Phase 2 of this project only, the implementation of the storm water improvement plan. Tasks I and II are already approved in a Phase I grant.

The Unalaska Lake Restoration Project will help restore the Unalaska Lake. This project benefits the natural coastal environment through the identification of measures to reduce sediment entering Unalaska Lake, the development of a stormwater management plan for the Unalaska Lake watershed, the development of implementation measures to reduce sediment entering Unalaska Lake, and through the design, permitting and installation of such measures which could include sediment traps, separators and lift stations. Sediment and its associated contaminants can contribute to the long-term degradation of water quality and fish and wildlife habitat. The reduction of sediment entering Unalaska Lake will benefit the natural coastal environment of the Unalaska Lake watershed, as well as its fish and wildlife resources.

Background

Currently, the watershed most impacted from human development in the entire City of Unalaska is the Unalaska Lake watershed. The ability of the Unalaska Lake system to produce fish, particularly sockeye salmon, has been substantially degraded. Annual sockeye escapement ranges from 100 to 400 since 1970. Comparing Unalaska Lake to similar systems in this part of the state, Alaska Department of Fish and Game (ADF&G) Fisheries Biologists estimate that a lake of this size could have escapement of at least 2000 to 3000 sockeye.

The most substantial development in the Unalaska Lake watershed affecting water quality and fish habitat is road design, construction and maintenance. The area road systems were first constructed during World War II and have been significantly expanded in recent decades to support residential and commercial development. Since the 1940's portions of the lake have been filled, a section of the lake has been cut off by a road, inlet

Supplement #2

Project Narrative Attachment

AK CIAP NR AWCERSA T1-01

AK CIAP NR AWCERSA T1-01
Submitted to FWS 11.2.12

stream channels have been diverted, and much of the lakeshore sockeye spawning areas have been silted in. Suspended silt in the lake's water column can reduce sunlight penetration and thereby decrease survival of salmon fry by limiting plankton productions and the ability of rearing salmon fry to feed in the lake. Silt may also injure the salmon fry's gills and increase incidence of disease. The steep coastal topography, geology and soils, high rainfall, and sparse vegetation are conducive to rapid runoff and siltation. Under these conditions, silt and pollutants from residential and industrial development and associated transportation infrastructure adversely impact water quality and fish habitat. Reducing silt flow and other pollutants into the lake and its tributaries is vital to the well being of the lake's biological resources.

The City of Unalaska has made progress in reducing sedimentation of the lake through the paving of Broadway Avenue, installation of curbs and gutters, installation of catchment basins on storm drains, grass hydro seeding, and ditching to control runoff. In 2010, with funding from the Alaska Department of Environmental Conservation, the City will be installing three "Advanced Drainage Systems" sediment separators in the stormwater collection system. While this action is expected to reduce sediment entering the lake, additional actions are needed and thus CIAP funds are being directed to this end.

The Unalaska Lake watershed is the most troubled drainage in the region. A comprehensive stormwater management plan involving a full range of management measures and implementation strategies is needed to restore Unalaska Lake. Phase I of the project, the development of a stormwater management plan for the Unalaska Lake watershed, has already been granted. This amendment will implement key elements of the plan (e.g. sedimentation control, stormwater retrofits). It is anticipated that, at a minimum, additional sediment separators will be installed at locations identified in the stormwater management plan.

The Unalaska Lake Restoration project will be coordinated closely with the City of Unalaska, Department of Public Works. The City of Unalaska, Department of Public Works is expected to be a partner in both plan development and implementation and has agreed to perform some of the sampling work for Phase 1 of the project. Local municipalities operate and maintain the storm sewer systems that carry stormwater from private property to the nearest waterway.

Some of the funding for the Unalaska Lake Restoration Project will be used to purchase equipment/tools for stormwater management. The purchase of equipment and tools will allow the City of Unalaska to develop an ongoing testing, data collection and monitoring program for the Unalaska Lake and other areas throughout the community. The City Staff have certifications and qualifications necessary to perform the testing and it will greatly reduce the cost of the Stormwater Management Plan to be able to complete the data collection locally by not requiring additional consultant travel.

Measurable Goals and Objectives

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCRSA T1-01

AK CIAP NR AWCRSA T1-01
Submitted to FWS 11.2.12

This project will result in a stormwater management plan that will provide criteria and guidelines for the restoration of the Unalaska Lake watershed. This document is intended to plan and organize specific implementation measures to reduce stormwater sedimentation in Unalaska Lake.

Phase 1 Goal: Identify measures to reduce sediment entering Unalaska Lake.

Phase 1 Objectives: Develop a stormwater management plan for the approximately 72,000-acre watershed.

Phase 2 Goal: Begin to implement the measures to reduce sediment entering Unalaska Lake.

Phase 2 Objective: Design and permit three to four sediment traps, separators, lift stations, low impact development measures and/or other measures as recommended in the stormwater management plan.

CIAP Authorized Use

The proposed project is consistent with Authorized Use #1, projects and activities for the protection, restoration and conservation of coastal areas.

Changes

- The entity conducting the project and the authorized use have changed as a result of the expiration of the Alaska Coastal Management Program. The final goal and result however, remain the same.
- These changes do not affect the project goals and objectives as represented in the approved Plan
- The project description is recognizable as the original project
- The revised project is still covered by the Governors certification of public participation.

Project Description by Task

Tasks I and II were covered by the initial grant and include the following:

Task I: The City of Unalaska will develop a request for proposals and award a contract to hire a consultant to develop a stormwater management plan for the Unalaska Lake watershed.

Task II: The selected consultant will develop a stormwater management plan for the Unalaska Lake watershed. The City of Unalaska Public Works department will perform sediment testing to assist with the planning effort. The City of Unalaska is providing these services free of charge.

This amendment covers Tasks III-V as described below:

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCRSA T1-01

AK CIAP NR AWCRSA T1-01
Submitted to FWS 11.2.12

Task III: Hire contractor to design and permit sediment reduction measures

Statement of Work

The City of Unalaska will competitively procure a contractor to design, permit and install sediment reduction measures to reduce sediment entering Unalaska Lake.

Start Date and Duration

March 31, 2013 to April 30, 2013

Milestones and Deliverables

| Date | Milestones |
|-------------|-------------------|
| 3/31/13 | Advertise RFP |
| 4/30/13 | Hire contractor |

Task IV: Design and permit sediment reduction measures

Statement of Work

The contractor will design and permit three (3) to four (4) sediment traps, separators, lift stations, low impact development measures and/or other measures as recommended in the stormwater management plan.

Start Date and Duration

May 1, 2013 to July 31, 2014

Milestones and Deliverables

| Date | Milestones |
|-------------------|--|
| 5/1/13 to 7/31/14 | Contractor designs sediment reduction measures |

Task V: Install sediment reduction measures

Statement of Work

The contractor will install three (3) to four (4) sediment traps, separators, lift stations, low impact development measures and/or other measures as recommended in the stormwater management plan.

Start Date and Duration

August 1, 2014 to August 31, 2015

Milestones and Deliverables

| Date | Milestones |
|-------------------|---|
| 8/1/14 to 8/31/15 | Contractor installs sediment reduction measures |
| 9/31/15 | Project completion |

Additional Project Information Relative to Entire Project

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCERSA T1-01

AK CIAP NR AWCERSA T1-01
Submitted to FWS 11.2.12

Compatibility/Synergy

The Unalaska Lake watershed has had state agency and community interest for many years. In 1996 the Department of Fish and game, the Department of Environmental Conservation, the City of Unalaska, and the City of Unalaska convened a workgroup to:

- 1) Improve understanding of issues and problems related to nonpoint source pollution, conservation of fish habitat, and community needs;
- 2) Improve communication and understanding of concerns among City of Unalaska, state agencies, landowners, and citizens; and,
- 3) To the extent possible outline possible solutions or future actions to address priority issues.

Several actions have been taken since that work group convened. The City of Unalaska has made progress in reducing sedimentation of the lake through the paving of Broadway Avenue, installation of curbs and gutters, installation of catchment basins on storm drains, grass hydro seeding, and ditching to control runoff. In 2010, with funding from the Alaska Department of Environmental Conservation, the City installed three "Advanced Drainage Systems" sediment separators in the stormwater collection system. While this action is expected to reduce sediment entering the lake, additional actions are needed and thus City of Unalaska CIAP funds are being directed to this end.

Controversy/Support

As stated above, the Unalaska Lake watershed has had much interest over the years and it is expected that this will be a high profile planning effort with much involvement by local stakeholders and various agencies. It is anticipated there will be strong support for a stormwater plan to reduce the sediment entering the watershed.

Bundling

Separate projects are not being combined under this grant.

Program Income

N/A

Description of Environmental Impacts

Currently, the watershed most impacted from human development in the entire western Aleutians area is the Unalaska Lake watershed. The ability of the Unalaska Lake system to produce fish, particularly sockeye salmon, has been substantially degraded. Sediment and its associated contaminants can contribute to the long-term degradation of water quality and fish and wildlife habitat. The reduction of sediment entering Unalaska Lake will benefit the natural coastal environment of the Unalaska Lake watershed, as well as its fish and wildlife resources. Reducing silt flow and other pollutants into the lake and its tributaries is vital to the well being of the lake's biological resources. The lake environment will be positively impacted by this project.

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCERSA T1-01

AK CIAP NR AWCERSA T1-01
Submitted to FWS 11.2.12

Relationship to Other Federal Programs

There are no other federal programs currently providing funding to this project nor are there any anticipated to do so.

Federal, State, and Local Agencies

USCOE Anchorage
Janet Post
U.S. ARMY CORPS OF ENGINEERS, ALASKA DISTRICT
P.O. BOX 6898, JBER, AK 99506-0898
907-753-2831 FAX (907) 753-5610
800-478-2712
janet.l.post@usace.army.mil

ADFG Unalaska
Forrest Bowers
Box 920587, Dutch Harbor, AK, 99692-0587
907-581239 FAX (907) 581-1572
forrest.bowers@alaska.gov

City of Unalaska Department of Public Works
Director Nancy Peterson
P.O. Box 610, Unalaska, AK 99685
907-581-1260 FAX: 907-581-2187
npeterson@ci.unalaska.ak.us

City of Unalaska
Mayor Shirley Marquardt
P.O. Box 610, Unalaska, AK 99685
907-581-1251 Fax: (907) 581-3664
mayor@ci.unalaska.ak.us

City of Unalaska
Manager Chris Hladick
P.O. Box 610, Unalaska, AK 99685
(907) 581-1251 Fax: (907) 581-3664
chladick@ci.unalaska.ak.us

Project Information Questions

Environmental Review

- 1) Does the project require any federal environmental review (e.g., environmental assessment, environmental impact statement, biological opinion)?
___ Yes X No

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCRSA T1-01

AK CIAP NR AWCRSA T1-01
Submitted to FWS 11.2.12

2) Does the project require any state environmental review (e.g., Consistency Determination, State Historic Preservation Office)?

☐ Yes ☒ No

3) Does the project require any local environmental review (e.g., zoning)?

☐ Yes ☒ No

If the answer to any of these questions is "yes," provide a copy of the environmental review(s) with the grant application.

Permits

1) Does the project require any federal permits?

☐ Yes ☒ No

2) Does the project require any state permits?

☐ Yes ☒ No

3) Does the project require any local permits?

☐ Yes ☒ No

Legal Proceedings

1) Are there any pending legal proceedings that have been taken against any of the permits or related environmental analyses required for the project?

☐ Yes ☒ No

If the answer is "yes," provide an explanation of the pending legal proceeding and the status of it as a separate document.

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCRSA T1-01

C. Federal Award – Project Narrative

AK CIAP NR AWCRSA T1-01
Submitted to BOEMRE 5.31.11
Changes highlighted in yellow

STATE OF ALASKA COASTAL IMPACT ASSISTANCE PROGRAM

PROJECT NARRATIVE ATTACHMENT

- A. Project Title**
Unalaska Lake Restoration - Phase 1 Stormwater Management Plan
- B. Project Proponent**
Aleutians West Coastal Resource Service Area (AWCRSA)
- C. General Notes to BOEMRE**
- C.1. This project will be conducted on behalf of the State of Alaska
 - C.2. The Alaska Department of Natural Resources (DNR), Division of Coastal and Ocean Management (DCOM) is the designated state agency for CIAP. DCOM will use a reimbursable services agreement (RSA) to sub award the grant to the Alaska Department of Commerce, Community, and Economic Development (DCCED). DCCED will sub award the funds to the project proponent listed above in accordance with state law.
 - C.3. All products will be available for public use.
 - C.4. All required reporting periods will be consistent with regular calendar quarters.
 - C.5. All deliverables will be provided to BOEMRE with the required progress report most immediately following completion of the deliverable.
- D. Project Information**
- D.1. Project Contact (Project Manager)**
Contact Name: Karol Kolehmainen
Address: P.O. Box 1074, Palmer, AK 99645
Telephone Number: 907-745-6700
Fax Number: 907-745-6711
E-mail Address: awcrsa@gci.net
- D.2. Location**
The proposed project is located within Alaska's coastal zone. Unalaska Lake is located within the City of Unalaska, near the shipping port of Dutch Harbor, on the island of Unalaska in the Aleutian chain. The Unalaska Lake watershed encompasses approximately 72,000 acres and is located to the southeast of the city center (refer to figure below).

Unalaska Lake Restoration Phase 1 Stormwater Management Plan
CCIAP Project Narrative for Federal Grant Application, AWCRSA T1-01, March 2011

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCERSA T1-01

AK CIAP NR AWCERSA T1-01
Submitted to BOEMRE 5.31.11
Changes highlighted in yellow



D.3. Project Duration

Federal Grant Award Period: One and a half years July 1, 2011- January 31, 2013

Project Start date: July 1, 2011

Project End Date: January 31, 2013

Project Duration: Approximately 18 months

D.4. Project Costs

CIAP funding:

| CIAP Spending Estimate Per Project Year (\$) | | | | |
|--|----------------|----------------|----------------|----------------|
| TOTAL | Project Year 1 | Project Year 2 | Project Year 3 | Project Year 4 |
| \$100,000 | \$100,000 | X | X | X |

All CIAP funds are FY 10 funds.

Other project funding: N/A

Unalaska Lake Restoration Phase 1 Stormwater Management Plan
CCIAP Project Narrative for Federal Grant Application, AWCERSA T1-01, March 2011

Supplement #2 Project Narrative Attachment

AK CIAP NR AWCERSA T1-01

AK CIAP NR AWCERSA T1-01
Submitted to BOEMRE 5.31.11
Changes highlighted in yellow

Total Project Costs: \$626,657
Phase 1 Project Costs: \$100,000

D.5. Project Description

Note: The description below is relative to the entire project as described in the state CIAP Plan. However, this grant is for Phase 1 of this project only (Development of the Stormwater Management Plan). The tasks described in Section E and in the Budget Narrative reflect Phase 1. The grant will be amended to add Phase 2, which will implement the plan.

The Unalaska Lake Restoration Project will implement a component of the AWCERSA Coastal Management Plan through the restoration of Unalaska Lake. This project benefits the natural coastal environment through the identification of measures to reduce sediment entering Unalaska Lake, the development of a stormwater management plan for the Unalaska Lake watershed, the development of implementation measures to reduce sediment entering Unalaska Lake, and through the design, permitting and installation of such measures which could include sediment traps, separators and lift stations. Sediment and its associated contaminants can contribute to the long-term degradation of water quality and fish and wildlife habitat. The reduction of sediment entering Unalaska Lake will benefit the natural coastal environment of the Unalaska Lake watershed, as well as its fish and wildlife resources.

Background

Currently, the watershed most impacted from human development in the entire AWCERSA is the Unalaska Lake watershed. The ability of the Unalaska Lake system to produce fish, particularly sockeye salmon, has been substantially degraded. Annual sockeye escapement ranges from 100 to 400 since 1970. Comparing Unalaska Lake to similar systems in this part of the state, Alaska Department of Fish and Game (ADF&G) Fisheries Biologists estimate that a lake of this size could have escapement of at least 2000 to 3000 sockeye.

The most substantial development in the Unalaska Lake watershed affecting water quality and fish habitat is road design, construction and maintenance. The area road systems were first constructed during World War II and have been significantly expanded in recent decades to support residential and commercial development. Since the 1940's portions of the lake have been filled, a section of the lake has been cut off by a road, inlet stream channels have been diverted, and much of the lakeshore sockeye spawning areas have been silted in. Suspended silt in the lake's water column can reduce sunlight penetration and thereby decrease survival of salmon fry by limiting plankton productions and the ability of rearing salmon fry to feed in the lake. Silt may also injure the salmon fry's gills and increase incidence of disease. The steep coastal topography, geology and soils, high rainfall, and sparse vegetation are conducive to rapid runoff and siltation. Under these conditions, silt and pollutants from residential and industrial

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Submitted to BOEMRE 5.31.11

Changes highlighted in yellow

development and associated transportation infrastructure adversely impact water quality and fish habitat. Reducing silt flow and other pollutants into the lake and its tributaries is vital to the well being of the lake's biological resources.

The City of Unalaska has made progress in reducing sedimentation of the lake through the paving of Broadway Avenue, installation of curbs and gutters, installation of catchment basins on storm drains, grass hydro seeding, and ditching to control runoff. In 2010, with funding from the Alaska Department of Environmental Conservation, the City will be installing three "Advanced Drainage Systems" sediment separators in the stormwater collection system. While this action is expected to reduce sediment entering the lake, additional actions are needed and thus CIAP funds are being directed to this end.

The Unalaska Lake watershed is the most troubled drainage in the region. A comprehensive stormwater management plan involving a full range of management measures and implementation strategies is needed to restore Unalaska Lake. In this first phase of the project, a stormwater management plan will be developed for the Unalaska Lake watershed. In Phase 2, key recommendations of the plan will be implemented (e.g. sedimentation control, stormwater retrofits). It is anticipated that, at a minimum, additional sediment separators will be installed at locations identified in the stormwater management plan.

The Unalaska Lake Restoration project will be coordinated closely with the City of Unalaska, Department of Public Works. The City of Unalaska, Department of Public Works is expected to be a partner in both plan development and implementation and has agreed to perform some of the sampling work for Phase 1 of the project. Local municipalities operate and maintain the storm sewer systems that carry stormwater from private property to the nearest waterway.

Some examples of municipal stormwater efforts include:

- Bylaws that encourage more natural drainage in new developments
- Street sweeping and storm drain cleaning
- Creek and watercourse maintenance as well as stream enhancement to improve habitat for aquatic life
- Stormwater quality and quantity monitoring
- Education programs (e.g. yellow fish storm drain marking to remind residents that materials dumped into storm drains can kill fish and damage habitat)

Some of the funding for the Unalaska Lake Restoration Project will be used to purchase equipment/tools for stormwater management. The purchase of equipment and tools will allow the City of Unalaska to develop an ongoing testing, data collection and monitoring program for the Unalaska Lake and other areas throughout the community. The City Staff have certifications and

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qualifications necessary to perform the testing and it will greatly reduce the cost of the Stormwater Management Plan to be able to complete the data collection locally by not requiring additional consultant travel.

D.6. Measurable Goals and Objectives

This project will result in a stormwater management plan that will provide criteria and guidelines for the restoration of the Unalaska Lake watershed. This document is intended to plan and organize specific implementation measures to reduce stormwater sedimentation in Unalaska Lake.

Phase 1 Goal: Identify measures to reduce sediment entering Unalaska Lake.

Phase 1 Objectives: Develop a stormwater management plan for the approximately 72,000-acre watershed.

Phase 2 Goal: Begin to implement and measures to reduce sediment entering Unalaska Lake.

Phase 2 Objective: Design and permit three to four sediment traps, separators, lift stations, low impact development measures and/or other measures as recommended in the stormwater management plan.

D.7. Use of CIAP funds for Cost Sharing or as Matching Funds

CIAP funds are not being considered for matching purposes.

D.8. CIAP Authorized Use

The proposed project is consistent with number 4: "Implementation of a federally approved marine, coastal, or comprehensive conservation management plan". Specifically, the restoration of Unalaska Lake is identified as: "Project 7. Unalaska Lake Restoration" on pages C19- in *Aleutians West Coastal Resource Service Area Coastal Management Plan, Volume II - Appendix C, Mitigation Opportunities in Unalaska, June 2008*. The National Oceanographic and Atmospheric Administration, Office of Ocean and Coastal Resource Management approved this element of the Aleutians West Coastal Resource Service Area Coastal Management Plan on January 13, 2009.

This planning phase of the project benefits the natural coastal environment through the identification of measures to reduce sediment entering Unalaska Lake by the development of a stormwater management plan for the Unalaska Lake watershed and the development of implementation measures to reduce sediment entering Unalaska Lake. The second phase of the project will be the implementation phase including the design, permitting and installation of such measures as sediment traps, separators and lift stations. Sediment and its associated contaminants can contribute to the long-term degradation of water quality and fish and wildlife habitat. The reduction of sediment entering

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Unalaska Lake will benefit the natural coastal environment of the Unalaska Lake watershed, as well as its fish and wildlife resources.

D.9. Changes

The original approved CIAP plan included the whole project as one phase. The project has now been split into several phases so that a stormwater management plan can be developed first. This will help guide the process for the subsequent phases of the project. The final goal and result however, remain the same.

E. Project Description by Task

Task I: AWCRSA will develop a request for proposals and award a contract to hire a consultant to develop a stormwater management plan for the Unalaska Lake watershed.

E.1. Goals

Develop an RFP for a contractor

Hire a contractor

E.2. Statement of Work

The AWCRSA will prepare a request for proposals and award the project to a qualified contractor to carry out the scope of work for this project in accordance with State of Alaska procurement regulations. AWCRSA and the state of Alaska will ensure that the contractor follows all required cost principles.

E.3. Start Date and Duration

Start date is July 2011. The proposal will be developed and contract awarded in fall 2011. The contractor selection component is expected to last 3 months.

E.4. Milestones and Deliverables (Performance Measures)

| Date | Milestones | Deliverables |
|---------|--|----------------------|
| 7/01/11 | AWCRSA receives grant funding to proceed with preparing the RFP. | |
| 8/1/11 | RFP available and sent to prospective contractors. | |
| 9/15/11 | Proposals reviewed and selection made at AWCRSA Board meeting. | Contractor Selected. |
| 9/20/11 | AWCRSA gives notice to proceed to contractor. | |

E.5. Scheduling factors

The schedule is entirely dependent upon timely receipt of funding. Additional time has been added to the overall schedule in case of any delays.

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Task II: The selected consultant will develop a stormwater management plan for the Unalaska Lake watershed. The City of Unalaska Public Works department will perform sediment testing to assist with the planning effort. The City of Unalaska is providing these services free of charge.

E.1. Goals

Develop a stormwater management plan for the approximately 72,000-acre watershed.

E.2. Statement of Work

The Unalaska Public Works Department will collect sedimentation information in the watershed. Their time will not be charged to the grant. However, the supplies needed to collect the data will be charged to the grant. The consultant will evaluate data and hold stakeholder meetings which will assist in the preparation of a stormwater management planning document that will provide criteria and guidelines for reduction of siltation from stormwater runoff into the Unalaska Lake watershed. This document is intended to clearly define the problem and causative factors as well as identify future steps to be taken in Phase 2 to reduce siltation of Unalaska Lake due to stormwater runoff.

E.3. Start Date and Duration

September 2011 for approximately six months.

E.4. Milestones and Deliverables (Performance Measures)

| Date | Milestones | Deliverables |
|--------------------------|--|---|
| 9/26/11 – 11/17/11 | Contractor identifies and interviews major stakeholders. First stakeholder meeting is held in Unalaska. | Stakeholder meeting. |
| 1/12/12 | Contractor develops draft Stormwater Management Plan document. Update presented to AWCERSA Board. | Draft Stormwater Management Plan document. |
| 2/15/12 | Second stakeholder meeting is held. A proposal for steps to be accomplished in second phase of project is presented. | Stakeholder meeting and proposal for next steps. |
| 3/15/12 | Final presentation meeting is held at AWCERSA Board meeting. Contractor presents final Stormwater Management Plan document and proposal for "next steps" to be | Final Stormwater Management Plan Document and next steps. |

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| | | |
|--|-------------------------------------|--|
| | accomplished in Phase 2 of project. | |
|--|-------------------------------------|--|

E.5. Scheduling factors

The schedule is entirely dependent upon timely receipt of funding. Some additional time has been added to the schedule in case of delays.

Future phases:

The State will submit a grant amendment in order to add additional funds to this grant. The amendment will include specific details on the tasks and budget.

Proposed Phase 2 Details:

Goal: Begin to implement measures to reduce sediment entering Unalaska Lake.
Objectives: design and permit three (3) to four (4) sediment traps, separators, lift stations, low impact development measures and/or other measures as recommended in the stormwater management plan.

Goal: Implement measures to reduce sediment entering Unalaska Lake.
Objectives: Install three (3) to four (4) sediment traps, separators, lift stations, low impact development measures and/or other measures as recommended in the stormwater management plan.

F. Additional Project Information Relative to Entire Project

F.1. Compatibility/Synergy

The Unalaska Lake watershed has had state agency and community interest for many years. In 1996 the Department of Fish and game, the Department of Environmental Conservation, the City of Unalaska, and the AWCERSA convened a workgroup to:

- 1) Improve understanding of issues and problems related to nonpoint source pollution, conservation of fish habitat, and community needs;
- 2) Improve communication and understanding of concerns among City of Unalaska, state agencies, landowners, and citizens; and,
- 3) To the extent possible outline possible solutions or future actions to address priority issues.

Several actions have been taken since that work group convened. The City of Unalaska has made progress in reducing sedimentation of the lake through the paving of Broadway Avenue, installation of curbs and gutters, installation of catchment basins on storm drains, grass hydro seeding, and ditching to control runoff. In 2010, with funding from the Alaska Department of Environmental Conservation, the City installed three "Advanced Drainage Systems" sediment separators in the stormwater collection system. While this action is expected to

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reduce sediment entering the lake, additional actions are needed and thus
AWCERSA CIAP funds are being directed to this end.

F.2. Controversy/Support

As stated above, the Unalaska Lake watershed has had much interest over the years and it is expected that this will be a high profile planning effort with much involvement by local stakeholders and various agencies. It is anticipated there will be strong support for a stormwater plan to reduce the sediment entering the watershed.

F.3. Bundling

Separate projects are not being combined under this grant.

F.4. Program Income

N/A

F.5. Maps/Drawings

Unalaska Lake Watershed

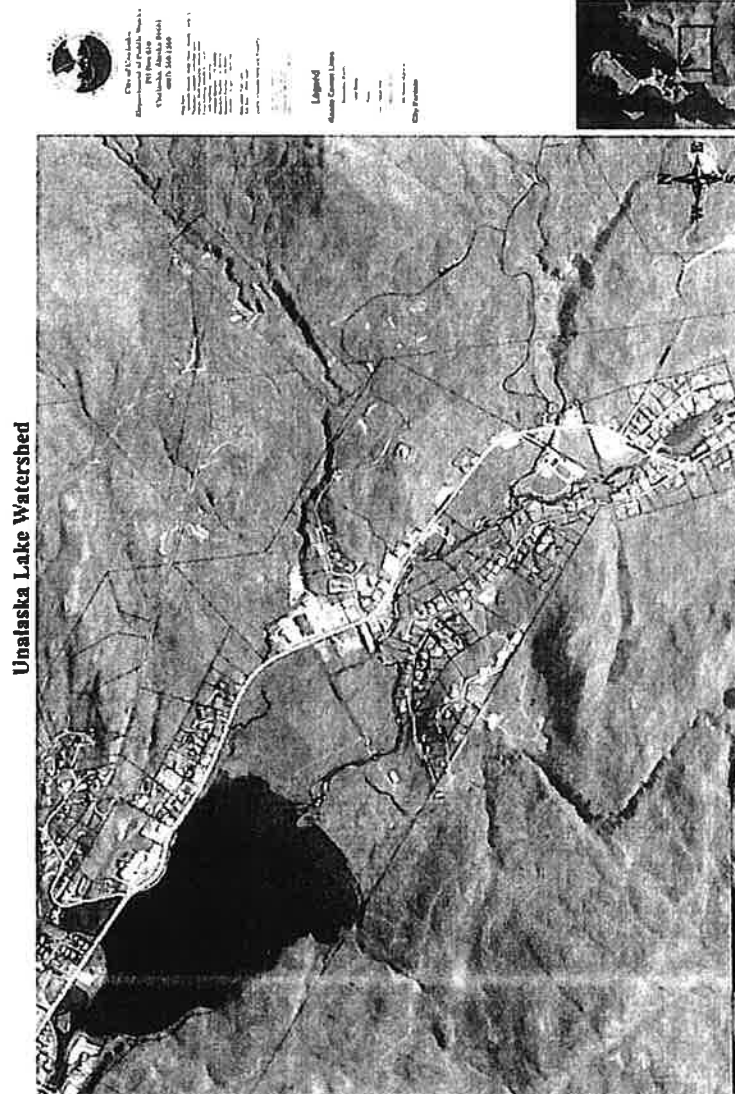
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F.6. Project Management Plan

AWCRSA will hire a qualified contractor to carry out the work on this project. Karol Kolehmainen, Program Director for the AWCERSA and the AWCERSA Board will oversee work on the project. The Program Director does not live in the area but five members of the seven member Board do and will be intimately familiar with the project. Status updates regarding the project will be included on the agendas for the Board's regular monthly public meetings. In addition, the City of Unalaska Public Works department will be partnering with the AWCERSA Board and will be part of the project management team.

F.7. Description of Environmental Impacts

Currently, the watershed most impacted from human development in the entire AWCERSA is the Unalaska Lake watershed. The ability of the Unalaska Lake system to produce fish, particularly sockeye salmon, has been substantially degraded. Sediment and its associated contaminants can contribute to the long-term degradation of water quality and fish and wildlife habitat. The reduction of sediment entering Unalaska Lake will benefit the natural coastal environment of the Unalaska Lake watershed, as well as its fish and wildlife resources. Reducing silt flow and other pollutants into the lake and its tributaries is vital to the well being of the lake's biological resources. The lake environment will be positively impacted by this project.

The restoration of Unalaska Lake is identified as: "Project 7. Unalaska Lake Restoration" on pages C19- in *Aleutians West Coastal Resource Service Area Coastal Management Plan, Volume II - Appendix C, Mitigation Opportunities in Unalaska, June 2008*. This element of the Aleutians West Coastal Resource Service Area Coastal Management Plan was approved by the National Oceanographic and Atmospheric Administration, Office of Ocean and Coastal Resource Management on January 13, 2009.

F.8. Relationship to Other Federal Programs

There are no other federal programs currently providing funding to this project nor are there any anticipated to do so.

F.9. Federal, State, and Local Agencies

USCOE Anchorage
Janet Post
U.S. ARMY CORPS OF ENGINEERS, ALASKA DISTRICT
P.O. BOX 6898, JBER, AK 99506-0898
907-753-2831 FAX (907) 753-5610
800-478-2712
janet.l.post@usace.army.mil

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ADNR
Kim Kruse
550 West 7th Avenue, Suite 705 Anchorage, AK 99501
907-269-7473 Fax: (907) 269-3981
kjm.kruse@alaska.gov

ADFG Unalaska
Forrest Bowers
Box 920587, Dutch Harbor, AK, 99692-0587
907-581239 FAX (907) 581-1572
forrest.bowers@alaska.gov

City of Unalaska Department of Public Works
Director Nancy Peterson
P.O. Box 610, Unalaska, AK 99685
907-581-1260 FAX: 907-581-2187
npeterson@ci.unalaska.ak.us

City of Unalaska
Mayor Shirley Marquardt
P.O. Box 610, Unalaska, AK 99685
907-581-1251 Fax: (907) 581-3664
mayor@ci.unalaska.ak.us

City of Unalaska
Manager Chris Hladick
P.O. Box 610, Unalaska, AK 99685
(907) 581-1251 Fax: (907) 581-3664
chladick@ci.unalaska.ak.us

F.10. Project Information Questions

A. Environmental Review

- 1) Does the project require any federal environmental review (e.g., environmental assessment, environmental impact statement, biological opinion)?
___ Yes ___ ☒ No
- 2) Does the project require any state environmental review (e.g., Consistency Determination, State Historic Preservation Office)?
___ Yes ___ ☒ No
- 3) Does the project require any local environmental review (e.g., zoning)?
___ Yes ___ ☒ No

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If the answer to any of these questions is "yes," provide a copy of the environmental review(s) with the grant application.

B. Permits

- 1) Does the project require any federal permits?
☐ Yes ☒ No
- 2) Does the project require any state permits?
☐ Yes ☒ No
- 3) Does the project require any local permits?
☐ Yes ☒ No

C. Legal Proceedings

- 1) Are there any pending legal proceedings that have been taken against any of the permits or related environmental analyses required for the project?
☐ Yes ☒ No

If the answer is "yes," provide an explanation of the pending legal proceeding and the status of it as a separate document.

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Supplement #3 Budget Narrative Attachment

A. Amendment 1- Increase Duration, Increase Funds

Alaska Coastal Impact Assistance Program Project Budget

PROJECT TITLE: Unalaska Lake Restoration

AWARD AMOUNT: \$626,657

1. SPENDING CATEGORIES

a. Salary and Wages

Average in scheduled or anticipated pay raises

| Task | Employee(Position) | # of Hours | Hourly Salary Rate | Total Salary Cost |
|-----------------------|--------------------|------------|--------------------|---------------------|
| 1 | Project Manager | 45 | \$ 36.97 | \$ 1,663.65 |
| 2 | Project Manager | 75 | \$ 36.97 | \$ 2,772.75 |
| 3 | Project Manager | 20 | \$ 36.97 | \$ 739.40 |
| 4 | Project Manager | 75 | \$ 36.97 | \$ 2,772.75 |
| 5 | Project Manager | 75 | \$ 36.97 | \$ 2,772.75 |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Salaries Total | | | | \$ 10,721.30 |

b. Fringe

| Hourly Fringe Rate | Total Fringe Cost |
|---------------------|--------------------|
| \$ 13.64 | \$ 613.80 |
| \$ 13.64 | \$ 1,023.00 |
| \$ 13.64 | \$ 272.80 |
| \$ 13.64 | \$ 1,023.00 |
| \$ 13.64 | \$ 1,023.00 |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| Total Fringe | \$ 3,955.60 |

c. Travel

Estimate travel costs by task. Indicate who is traveling, where they are going and the purpose of each trip. Only include employee travel. Show travel by contractors under Contractual (cost category f.).

| Task | Destination | Reason for Travel | Traveler | Total Estimated Trip Costs |
|---------------------------|-------------|-------------------|----------|----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total Travel Costs | | | | \$ - |

d. Equipment

[illegible]

| Task | Item | Quantity | Price Each | Total |
|------|--|----------|-------------|-------------|
| 2 | Water Sampling Kit | 1 | \$ 1,050.00 | \$ 1,050.00 |
| 2 | Flow Probe | 1 | \$ 1,300.00 | \$ 1,300.00 |
| 2 | Pressure Transducers | 2 | \$ 300.00 | \$ 600.00 |
| 2 | Rain Gauges | 2 | \$ 300.00 | \$ 600.00 |
| 2 | Turbidity Meter | 1 | \$ 1,200.00 | \$ 1,200.00 |
| 2 | Sieve Analysis Shaker Table | 1 | \$ 1,100.00 | \$ 1,100.00 |
| 2 | Standard Methods Manual | 1 | \$ 450.00 | \$ 450.00 |
| 2 | Scale | 1 | \$ 600.00 | \$ 600.00 |
| 2 | Drying Oven | 1 | \$ 600.00 | \$ 600.00 |
| 2 | Glass Fiber Filters | 2 | \$ 175.00 | \$ 350.00 |
| 2 | Crucibles | 2 | \$ 75.00 | \$ 150.00 |
| 2 | Tongs | 1 | \$ 20.00 | \$ 20.00 |
| 2 | Welghing Dishes (Aluminum) | 2 | \$ 15.00 | \$ 30.00 |
| 2 | Buchner Funnels | 2 | \$ 50.00 | \$ 100.00 |
| 2 | Vacuum pump and Misc | 1 | \$ 350.00 | \$ 350.00 |
| 2 | Glass Filter Flask | 1 | \$ 300.00 | \$ 300.00 |
| 2 | Misc Lab Supplies including additional glassware | 1 | \$ 700.00 | \$ 700.00 |
| 2 | Sample Containers | 2 | \$ 125.00 | \$ 250.00 |

Supplement #3 Budget Narrative Attachment

| | | | | |
|----------------------------|--|---|-----------|---------------------|
| 2 | Imhoff Cone and Stand | 1 | \$ 200.00 | \$ 200.00 |
| 2 | Distilled Water | 1 | \$ 400.00 | \$ 400.00 |
| 2 | Volumetric Flasks | 2 | \$ 50.00 | \$ 100.00 |
| 2 | Thermometers | 2 | \$ 50.00 | \$ 100.00 |
| 2 | Evaporating Dishes | 2 | \$ 125.00 | \$ 250.00 |
| 2 | Squeeze Wash Bottles | 2 | \$ 25.00 | \$ 50.00 |
| 2 | Graduated Cylinders | 4 | \$ 100.00 | \$ 400.00 |
| 2 | Misc Tables, Cabinets to store and perform testing | 1 | \$ 750.00 | \$ 750.00 |
| Total Supplies Cost | | | | \$ 12,000.00 |

Supplement #3 Budget Narrative Attachment

f. Contractual Services or Consultants

Identify contractual services or consultants by task. Provide a list of costs that will be covered by the contract, such as personnel costs, contractor travel, supplies and equipment.

| Task | Contractor /consultant | Purpose and Included Costs | Total Cost |
|-------------------|--------------------------------------|---|---------------|
| 1 | Bookkeeper | Accounting services - 8 hours @ \$50/hr | \$ 400.00 |
| 2 | Consultant | Develop planning document - 458 hrs @ \$150/hr | \$ 68,700.00 |
| 2 | Consultant airfare | Two round trips from Anchorage to Dutch Harbor - 4 tickets @ \$1,200.08 ea | \$ 4,800.32 |
| 2 | Consultant hotel | 2 people x 3 nights x 2 trips=12 total nights @ 160/night | \$ 1,920.00 |
| 2 | Consultant Per Diem | \$60/day for 4 days for two people x 2 trips | \$ 960.00 |
| 2 | Consultant parking, taxi and mileage | 16 days @ \$38.73/day | \$ 619.68 |
| 4 to 5 | Contractor | Design, permit and install three (3) to four (4) sediment traps, separators, lift stations, low impact development measures and/or other measures as recommended in the stormwater management plan. | \$ 522,107.48 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total Contractual | | | \$ 599,507.48 |

g. Construction

List all costs. Describe how the figure was obtained (the process for obtaining the bid price) and how the total cost was determined reasonable.

| Task | Description | Total Cost |
|--------------------------|-------------|------------|
| | | |
| | | |
| | | |
| Total Construction Costs | | \$ - |

Supplement #3 Budget Narrative Attachment

h. Other Direct Costs

Explain other direct costs that do not fit into any other category

| Task | Description | Cost |
|--------------------------|--------------------------------|-----------|
| 1 | Teleconferences - 3 @ \$30 ea. | \$ 90.00 |
| 1 | Advertise RFP in newspaper | \$ 232.62 |
| 2 | Teleconferences - 5 @ \$30 ea. | \$ 150.00 |
| Total Other Direct Costs | | \$ 472.62 |

2. INDIRECT COSTS

Show the indirect rate, cost base, and amount for allowable indirect costs based on your federally approved indirect rate. A copy of the current indirect negotiated cost agreement with the Federal government must be included.

| Indirect Rate | List of Costs Included in Base | Cost Base | Indirect Costs |
|----------------------|--------------------------------|-----------|----------------|
| | | | |
| | | | |
| | | | |
| Total Indirect Costs | | | \$ - |

3. INCOME

Describe program income earned while the grant is open. Income generated with CIAP funds while the grant is open must be put back into the project. Income generated after the grant is closed may be retained.

| Task | Source of Program Income | Amount |
|----------------------|--------------------------|--------|
| | | |
| | | |
| | | |
| Total Program Income | | \$ - |

Supplement #3 Budget Narrative Attachment

4. PRE AWARD COSTS

Provide a description and exact amount of all costs incurred prior to the start date listed in the project narrative. Be sure to include these numbers in the budget described above.

| Date | Item | Description | Cost |
|----------------------|------|-------------|------|
| | | | |
| | | | |
| | | | |
| Total Project Income | | | \$ - |

SUMMARY BUDGET

| 1. Object Class Categories | | Total Cost |
|----------------------------|------------------|---------------|
| 1.a | Personnel | \$ 10,721.30 |
| 1.b | Fringe Benefits | \$ 3,955.60 |
| 1.c | Travel | \$ - |
| 1.d | Equipment | \$ - |
| 1.e | Supplies | \$ 12,000.00 |
| 1.f | Contractual | \$ 599,507.48 |
| 1.g | Construction | \$ - |
| 1.h | Other | \$ 472.62 |
| Total Direct Charges | | \$ 626,657.00 |
| 2 | Indirect Charges | \$ - |
| Total Charges | | \$ 626,657.00 |
| 3 | Program Income | |
| TOTAL | | \$ 626,657.00 |

Supplement #3 Budget Narrative Attachment

B. Federal Award

AK CIAP NR AWCERSA T1-01
Submitted to BOEMRE 5.11.11

STATE OF ALASKA COASTAL IMPACT ASSISTANCE PROGRAM BUDGET NARRATIVE ATTACHMENT

A. Project Title: Unalaska Lake Phase 1 Stormwater Management Plan

B. General Notes to BOEMRE

- B. 1. The Alaska Department of Natural Resources (DNR), Division of Coastal and Ocean Management (DCOM) is the designated state agency for CIAP. DCOM will use a reimbursable services agreement (RSA) to sub award the grant to the Alaska Department of Commerce, Community, and Economic Development (DCCED). DCCED will sub award the funds to the project proponent conducting the project (as listed on the Project Narrative).
- B. 2. The RSA will include language requiring compliance with 2 CFR 225, and in particular clarifying that all costs must be fair and reasonable. Each sub recipient will ensure that all cost principles are met for all contracts entered into.
- B. 3. The project proponent will follow federal procurement rules for all purchases and contracts.
- B. 4. Pre-award costs reflect actual costs.
- B. 5. Post award costs are estimates. However, only actual costs will be charged to this grant.

C. Project Budget Narrative

C.1. Spending Categories by Major Task

a. Salaries and Wages

Table a.

| | Employee (Position) | # of Hours | Hourly Salary Rate | Total Cost |
|---------|---------------------|------------|--------------------|-------------|
| Task I | | | | |
| | Program Director | 45 | \$ 36.97 | \$ 1,663.65 |
| | | | | |
| | Task I Total | | | \$ 1,663.65 |
| Task II | | | | |
| | Program Director | 75 | \$ 36.97 | \$ 2,772.75 |
| | | | | |
| | Task II Total | | | \$ 2,772.75 |
| | | | | |
| | Salaries Total | | | \$ 4,436.40 |

Unalaska Lake Phase 1 Stormwater Management Plan
CCIAP Budget Narrative for Federal Grant Application, AWCERSA T1-01, March 2011

Supplement #3 Budget Narrative Attachment

AK CIAP NR AWCERSA T1-01
Submitted to BOEMRE 5.11.11

b. Fringe Benefits

Table b.

| | Employee (Position) | # of Hours | Hourly Benefit Rate | Total Cost |
|--|---------------------|------------|---------------------|-------------|
| Task I | | | | |
| | Program Director | 45 | \$ 13.64 | \$ 613.80 |
| | | | | |
| | Task I Total | | | \$ 613.80 |
| Task II | | | | |
| | Program Director | 75 | \$ 13.64 | \$ 1,023.00 |
| | | | | |
| | Task II Total | | | \$ 1,023.00 |
| Includes health insurance, retirement, vacation, sick pay. | | | | |
| | Benefits Total | | | \$ 1,636.80 |

c. Travel

Program director travel to Dutch Harbor for Task II to attend project meetings and do local coordination.

Table c.

| | | | | | | |
|----------------------------------|------------------|----------------|--|---------------------|-------------------|--|
| Task II | | Trip 1-2 | | | | |
| Destination: Dutch Harbor | | | Reason for Travel: Project meetings, presentations and local coordination | | | |
| Number of Travelers | # of Days | Airfare | Lodging | Per Diem | Trip Total | |
| 1 | 4 | \$ 1,200.00 | \$ 160.00 | \$ 60.00 | \$ 1,920.00 | |
| | | | Vehicle Rental | | | |
| | | | # of Days | Cost per day | | |
| | | | | | \$ - | |
| | | | *Misc. | \$ 107.09 | \$ 107.09 | |
| | | | Total for Each Trip | | \$ 2,027.09 | |
| | | | Total Number of Trips | | 2 | |
| | | | Total for All Trips | | \$ 4,054.18 | |
| | | | Travel Total | | \$ 4,054.18 | |

*Misc covers airport parking, taxis in Dutch Harbor and mileage to airport.

Unalaska Lake Phase 1 Stormwater Management Plan
CCIAP Budget Narrative for Federal Grant Application, AWCERSA T1-01, March 2011

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d. Equipment
N/A

e. Supplies
Task II:

Table e.

| | Item | Quantity | Price Each | Total |
|----------------|--|----------|-------------|---------------------|
| Task II | | | | |
| | Water Sampling Kit | 1 | \$ 1,050 | \$ 1,050.00 |
| | Flow Probe | 1 | \$ 1,300.00 | \$ 1,300.00 |
| | Pressure Transducers | 2 | \$ 300.00 | \$ 600.00 |
| | Rain Gauges | 2 | \$ 300.00 | \$ 600.00 |
| | Turbidity Meter | 1 | \$ 1,200.00 | \$ 1,200.00 |
| | Sieve Analysis Shaker Table | 1 | \$ 1,100.00 | \$ 1,100.00 |
| | Standard Methods Manual | 1 | \$ 450.00 | \$ 450.00 |
| | Scale | 1 | \$ 600.00 | \$ 600.00 |
| | Drying Oven | 1 | \$ 600.00 | \$ 600.00 |
| | Glass Fiber Filters | 2 | \$ 175.00 | \$ 350.00 |
| | Crucibles | 2 | \$ 75.00 | \$ 150.00 |
| | Tongs | 1 | \$ 20.00 | \$ 20.00 |
| | Weighing Dishes (Aluminum) | 2 | \$ 15.00 | \$ 30.00 |
| | Buchner Funnels | 2 | \$ 50.00 | \$ 100.00 |
| | Vacuum pump and Misc | 1 | \$ 350.00 | \$ 350.00 |
| | Glass Filter Flask | 1 | \$ 300.00 | \$ 300.00 |
| | Misc Lab Supplies including additional glassware | 1 | \$ 700.00 | \$ 700.00 |
| | Sample Containers | 2 | \$ 125.00 | \$ 250.00 |
| | Imhoff Cone and Stand | 1 | \$ 200.00 | \$ 200.00 |
| | Distilled Water | 1 | \$ 400.00 | \$ 400.00 |
| | Volumetric Flasks | 2 | \$ 50.00 | \$ 100.00 |
| | Thermometers | 2 | \$ 50.00 | \$ 100.00 |
| | Evaporating Dishes | 2 | \$ 125.00 | \$ 250.00 |
| | Squeeze Wash Bottles | 2 | \$ 25.00 | \$ 50.00 |
| | Graduated Cylinders | 4 | \$ 100.00 | \$ 400.00 |
| | Misc Tables, Cabinets to store and perform testing | 1 | \$ 750.00 | \$ 750.00 |
| | | | | |
| | Total for Task II | | | \$ 12,000.00 |
| | | | | |
| | Supplies Total | | | \$ 12,000.00 |

The City of Unalaska Public Works department will perform sediment testing with the equipment listed above. Their staff will perform the testing and monitoring free of charge*. The data collected will be evaluated and used to assist in the preparation

Unalaska Lake Phase 1 Stormwater Management Plan
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of a stormwater management planning document that will provide criteria and guidelines for reduction of siltation from stormwater runoff into the Unalaska Lake watershed. This document is intended to clearly define the problem and causative factors as well as identify future steps to be taken in Phase 2 to reduce siltation of Unalaska Lake due to stormwater runoff.

*Note: City of Unalaska Public Works personnel will provide \$5,863.20 of "in kind" services for this project.

f. Contractual Services or Consultants

Table F. Contractual

| Table 1: Contractor | | | | | |
|--------------------------------|------------------------|------------|-------------|--------------|--|
| | Contractor | # of Hours | Hourly Rate | Total | Purpose |
| Task I | | | | | |
| | Bookkeeper | 8 | \$ 50.00 | \$ 400.00 | Accounting services |
| | Total for Task I | | | \$ 400.00 | |
| Task II | | | | | |
| | Contractor | # of Hours | Hourly Rate | Total | Purpose |
| | Consultant | 458 | \$ 150.00 | \$ 68,700.00 | Develop planning document |
| | | | | | |
| | Item | Quantity | Cost | Total | |
| | Consultant airfare | 4 tickets | 1200.08 | \$ 4,800.32 | Two round trips from Anchorage to Dutch Harbor |
| | Consultant hotel | 12 nights | 160 | \$ 1,920.00 | 2 people x 3 nights x 2 trips=12 total nights |
| | Consultant per diem | 16 days | 60 | \$ 960.00 | \$60 a day for 4 days for two people x 2 |
| | Consultant travel Misc | 16 days | 38.73 | \$ 619.68 | Airport parking, taxis, milage x 2 trips |
| | Total for Task II | | | \$ 77,000.00 | |
| Total for Contractual Services | | | | \$ 77,400.00 | |

"Consultant" equals two people consisting of a project lead and an assistant. The hourly rate represents their combined services. Only actual costs will be charged to the grant. Estimate of contractor cost based on comparable tasks previously contracted for projects that were similar in nature. Services will be acquired using full and open competition, and that the procurement will comply with all of the requirements under 43 CFR 12.76.

g. Construction

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N/A

h. Other Direct Costs

Table h.

| Item | Quantity | Price Each | Total | Purpose/Task |
|---------------------------------|----------|------------|------------------|---------------------------------|
| Task I | | | | |
| Teleconferences | 3 | \$ 30.00 | \$ 90.00 | Estimated at price per month |
| RFP Costs | | | \$ 232.62 | Cost of posting ad in newspaper |
| Total for Task I | | | \$ 322.62 | |
| Task II | | | | |
| Teleconferences | 5 | \$30.00 | \$ 150.00 | Estimated at price per month |
| Total for Task II | | | \$ 150.00 | |
| Other Direct Costs Total | | | \$ 472.62 | |

i. Budget by Task

Table i.

| Cost Categories | | Task I | Task II | TOTALS |
|--------------------------------------|-----------------|--------------------|---------------------|----------------------|
| a. | Personnel | \$ 1,663.65 | \$ 2,772.75 | \$ 4,436.40 |
| b. | Fringe Benefits | \$ 613.80 | \$ 1,023.00 | \$ 1,636.80 |
| c. | Travel | \$ - | \$ 4,054.18 | \$ 4,054.18 |
| d. | Equipment | \$ - | \$ - | \$ - |
| e. | Supplies | \$ - | \$ 12,000.00 | \$ 12,000.00 |
| f. | Contractual | \$ 150.00 | \$ 77,250.00 | \$ 77,400.00 |
| g. | Construction | \$ - | \$ - | \$ - |
| h. | Other | \$ 177.23 | \$ 295.39 | \$ 472.62 |
| Totals (sum of lines a-h) | | \$ 2,604.68 | \$ 97,395.32 | \$ 100,000.00 |

C.2. Indirect Cost/General and Administrative (G&A) Cost:

Aleutians West CRSA will not apply any indirect costs to this project.

C.3. Income:

No income will be generated by this project.

C.4. Incurred Costs Before Grant Award :

No work will begin on this project until the grant is awarded.

Unalaska Lake Phase 1 Stormwater Management Plan
CCIAP Budget Narrative for Federal Grant Application, AWCERSA T1-01, March 2011

Supplement #3 Budget Narrative Attachment

AK CIAP NR AWCERSA T1-01
Submitted to BOEMRE 5.11.11

STATE OF ALASKA COASTAL IMPACT ASSISTANCE PROGRAM

SUMMARY BUDGET

Project Title: Unalaska Lake Phase 1 Stormwater Management Plan

Budget Categories

| 1. Object Class Categories | | | | |
|-----------------------------------|-----------------------------|-------------|--------------|---------------|
| Table | | Task I | Task II | Total Cost |
| a. | Personnel | \$ 1,663.65 | \$ 2,772.75 | \$ 4,436.40 |
| b. | Fringe Benefits | \$ 613.80 | \$ 1,023.00 | \$ 1,636.80 |
| c. | Travel | \$ - | \$ 4,054.18 | \$ 4,054.18 |
| d. | Equipment | \$ - | \$ - | \$ - |
| e. | Supplies | \$ - | \$ 12,000.00 | \$ 12,000.00 |
| f. | Contractual | \$ 150.00 | \$ 77,250.00 | \$ 77,400.00 |
| g. | Construction | \$ - | \$ - | \$ - |
| h. | Other | \$ 177.23 | \$ 295.39 | \$ 472.62 |
| i. | <i>Total Direct Charges</i> | \$ 2,604.68 | \$ 97,395.32 | \$ 100,000.00 |
| j. | Indirect Charges | \$ - | \$ - | \$ - |
| | Total | \$ 2,604.68 | \$ 97,395.32 | \$ 100,000.00 |
| 2. Program Income | | | | |
| | Total | \$ - | \$ - | \$ - |
| Total | | \$ 2,604.68 | \$ 97,395.32 | \$ 100,000.00 |

| 3. Pre Award costs | Post award Costs | Total Costs |
|---------------------------|-------------------------|--------------------|
| | \$ 100,000.00 | \$ 100,000.00 |

Forecasted Cash Needs:

| Project Year | Total | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
|--------------|---------------|-------------|--------------|--------------|--------------|
| Year 1 | \$ 100,000.00 | \$ 4,000.00 | \$ 43,000.00 | \$ 43,000.00 | \$ 10,000.00 |

Unalaska Lake Phase 1 Stormwater Management Plan
CCIAP Budget Narrative for Federal Grant Application, AWCERSA T1-01, March 2011



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

550 West Seventh Avenue, Suite 1640
Anchorage, Alaska 99501
Main: 907.269.4561
Fax: 907.269.4066

November 16, 2015

David A. Martinson, City Manager
City of Unalaska
PO Box 610
Unalaska, AK 99685

RE: Grant Agreement Amendment for Grant #10-CIAP-023; Unalaska Lake Restoration

Dear Mr. Martinson,

Enclosed is grant agreement amendment #1 for the above referenced grant, a copy of the federal approval, and the approved project narrative and budget to reflect the amendment.

Please carefully review the amendment, sign, date and return. Upon receipt and approval, a fully executed copy will be sent to you for your file.

If you have any questions, please contact me via phone at (907) 269-4561 or email katie.cruthers@alaska.gov.

Sincerely,

Katie Cruthers

Katie Cruthers
Grants Administrator II

Enclosed

COMMUNITY COASTAL IMPACT ASSISTANCE GRANT AGREEMENT AMENDMENT

Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs

| | | |
|---|----------------------------------|---------------|
| Grantee: City of Unalaska | Grant Agreement 10-CIAP-023 | AR: 31719 |
| Grant Project Title: Unalaska Lake Restoration | Effective Date: July 22, 2015 | EN: 850455 |

Amendment # 1**Effective the date shown above this grant is hereby amended as follows:**

1. Grant Project Title is changed to Unalaska Lake Restoration.
2. Federal Award F12AF70190 Amendment #3, effective July 22, 2015, approves additional funding in the amount of \$258,738.64 to be used to enhance the project by increasing the amount of sediment reduction work to be completed as per the recommendations in the stormwater management plan. The previously approved funding was \$626,657.00, the current approved funding is \$885,395.64. This amendment also modifies the Budget of the grant agreement as reflected below:

| Cost Category | Current Budget | Modification | Revised Budget |
|-----------------|----------------|--------------|----------------|
| Personnel | \$10,721.30 | \$0.00 | \$10,721.30 |
| Fringe Benefits | \$3,955.60 | \$0.00 | \$3,955.60 |
| Supplies | \$12,000.00 | \$0.00 | \$12,000.00 |
| Contractual | \$599,507.48 | \$258,738.64 | \$858,246.12 |
| Other | \$472.62 | \$0.00 | \$472.62 |
| TOTAL | \$626,657.00 | \$258,738.64 | \$885,395.64 |

All other terms and conditions of the grant agreement remain in full force and effect, including:

1. The start date of the grant agreement remains July 5, 2011.
2. The end date of the grant agreement remains June 30, 2016.

| GRANTEE | DEPARTMENT |
|--|--|
| Signature | Signature |
| Printed Name and Title David A. Martinson, City Manager | Printed Name and Title Debi Kruse, Grants Administrator III |
| Date | Date |



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Washington, D.C. 20240

September 21, 2015



In Reply Refer To:
FWS/WSFR/CIAP/ F12AF70190

Ms. Sara Longan
Executive Director
Alaska Department of Natural Resources
550 West Seventh Avenue, Suite 1430
Anchorage, Alaska 99501

Dear Ms. Longan:

Grant number F12AF70190, amendment 3, "Unalaska Lake Restoration," is approved for additional funding in the amount of \$258,738.64 under the Coastal Impact Assistance Program (CFDA # 15.668). The additional grant funds will be used to enhance the project by increasing the amount of sediment reduction work to be completed as per the recommendations in the stormwater management plan. The previously approved funding was \$626,657.00. The currently approved funding is \$885,395.64. The effective date for this amendment is July 22, 2015. The grant agreement period remains July 05, 2011 through June 30, 2016. All grant conditions identified in previous award letter(s) remain in effect.

All awards funded after December 26, 2014 are subject to the requirements of 2 C.F.R. 200 – *Uniform Grant Guidance*.

An SF-424 amendment will be required to add or delete a project; increase or decrease the Federal funds; modify the agreement period and/or change key personnel. A letter or email to the Coastal Impact Assistance Program (CIAP) Branch Chief may be used for a change in key personnel. Please submit all correspondence, amendments, and performance reports to FW9_WSFR_CIAP@fws.gov .

Acceptance of a Federal financial award carries with it the responsibility to be aware of and comply with the terms and conditions of the award, including those assurances submitted annually by your agency per <http://www.fws.gov/grants/>. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application and supporting documents as submitted to and approved by the CIAP.

41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.

- a. This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- b. Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- c. The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

Events may occur between the scheduled performance reporting dates that have a significant impact upon the supported activity. In such cases, notify the CIAP Chief in writing by sending an email to the CIAP inbox at FW9_WSFR_CIAP@fws.gov as soon as the following types of conditions become known:

- a. Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation.
- b. Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Under the terms and conditions of this award, grantees must maintain an active System for Award Management (SAM) registration at <https://www.sam.gov/portal/public/SAM/> until the final financial report is submitted or final payment is received, whichever is later. If a grantee's SAM registration expires during the required period, the Service can suspend payment under this and all other Service awards to that grantee until the registration is updated. Failure to update the SAM registration can result in further penalties including termination of grant awards.

Please contact J. Max Carithers, Grant Specialist, at 703-358-2550, or me at 703-358-1783, with any questions regarding the terms of this award, specified conditions, and/or reporting requirements. Please contact Bill Gissel, Alaska State Liaison, at 907-786-3878, with any questions regarding technical guidance during project development / implementation and project monitoring.

Sincerely,

Penny L. Bartnicki
Chief, Coastal Impact Assistance Program Branch
Wildlife and Sport Fish Restoration Program

cc: Stacey Norman, ADNR
Sylvia Kreel, ADNR
Bill Gissel, CIAP

Amendment 3-Increase Award Revised and submitted to FWS 9.15.15

Amendment 2-Increase Duration Revised and submitted to FWS 4.30.14

Amendment 1-Increase Award, Increase Duration Revised and submitted to FWS 11.2.12

Original Application Submitted to BOEMRE 5.31.11

Changes are highlighted, deletions shown in red strikethrough

**STATE OF ALASKA
COASTAL IMPACT ASSISTANCE PROGRAM**

PROJECT NARRATIVE ATTACHMENT

Amendment #3 F12AF70190

Increase Award

Project Title

Unalaska Lake Restoration

Project Proponent

City of Unalaska

Contact Information

Designated State Agency:

Alaska Department of Natural Resources (DNR), Office of Project Management and Permitting, Sara Longan, Executive Director ~~Tom Crafford, Director~~

Address: 550 W. 7th Avenue, Suite 1430, Anchorage, Alaska 99501-3577

Phone: (907) 269-8629

Fax: (907) 269-5673

Email: sara.longan@alaska.gov ~~tom.crafford@alaska.gov~~

Recipient and Application Contact:

Sylvia Kreel, Alaska CIAP Project Coordinator

Address: 400 Willoughby Avenue, Suite 500, Juneau, Alaska 99811-1010

Phone: (907) 465-3177

Email: Sylvia.kreel@alaska.gov

Stacey Norman, Alaska CIAP Grants Administrator

Address: 400 Willoughby Avenue, Suite 500, Juneau, Alaska 99811-1010

Phone: (907) 465-3937

Email: Stacey.norman@alaska.gov

Sub recipient Contact:

Contact Name: ~~Chris Hladiek, City Manager~~ Patrick Jordan, Asst. City Manager

Address P.O. Box 610, Unalaska, AK 99685

Telephone Number: 907-581-1251

Fax Number: 907-581-3664

E-mail Address: ~~chladiek@ci.unalaska.ak.us~~ pjordan@ci.unalaska.ak.us

Amendment 3-Increase Award Revised and submitted to FWS 9.15.15

Amendment 2-Increase Duration Revised and submitted to FWS 4.30.14

Amendment 1-Increase Award, Increase Duration Revised and submitted to FWS 11.2.12

Original Application Submitted to BOEMRE 5.31.11

Changes are highlighted, deletions shown in red strikethrough

Amendment 3

This amendment adds **\$258,738.64** (*\$252,657.30 in funds from the recently closed F12AF70194 + \$6,081.34 in previously unobligated funds*) to increase the amount of sediment reduction work that can be accomplished by this grant. The scope of the work remains the same however, the additional funds will allow for the City of Unalaska to implement or install more of the sediment reductions measures recommended from the Task II Stormwater Reduction Plan (SMP).

The city will use these funds to pay for the *Steward Road bridge-Detention Pond* measure. The approximate cost to complete this sediment reduction measure is \$267,000. Any remaining funds will be used to pay unit costs per lineal feet of storm pipe installed on the *Overland Drive-Downhill Diversion* with an approximate overall cost of \$339,000.

Amendment 2

Amendment 2 is for a no cost extension in order to allow the maximum time possible to complete the project. Additional language has been added to some of the tasks for clarification purposes; however, there is no change in scope. All changes to the approved project narrative are highlighted in yellow.

Note: This project was originally awarded in two phases. Tasks I and II were approved as part of the initial award. Tasks III through V were approved as part of Amendment 1. The description and tasks below cover all phases and tasks.

Location

The proposed project is located within the City of Unalaska. Unalaska Lake is located within the City of Unalaska, near the shipping port of Dutch Harbor, on the island of Unalaska in the Aleutian chain. The Unalaska Lake watershed encompasses approximately 72,000 acres and is located to the southeast of the city center (refer to figure below).

Project Duration

Project Start date: July 1, 2011

Project End Date (Phase I & II): ~~January 31, 2016~~ June 30, 2016

Amendment 3-Increase Award Revised and submitted to FWS 9.15.15

Amendment 2-Increase Duration Revised and submitted to FWS 4.30.14

Amendment 1-Increase Award, Increase Duration Revised and submitted to FWS 11.2.12

Original Application Submitted to BOEMRE 5.31.11

Changes are highlighted, deletions shown in red strikethrough

CIAP Funding Costs

\$626,657 + ~~\$258,738.64~~=\$885,395.64

The funds will be added to the contractual line so that more sediment reduction work can be accomplished.

Project Description

The Unalaska Lake Restoration Project will help restore the Unalaska Lake. This project benefits the natural coastal environment through the identification of measures to reduce sediment entering Unalaska Lake, the development of a stormwater management plan for the Unalaska Lake watershed, the development of implementation measures to reduce sediment entering Unalaska Lake, and through the design, permitting and installation of such measures which could include sediment traps, separators and lift stations. Sediment and its associated contaminants can contribute to the long-term degradation of water quality and fish and wildlife habitat. The reduction of sediment entering Unalaska Lake will benefit the natural coastal environment of the Unalaska Lake watershed, as well as its fish and wildlife resources.

Background

Currently, the watershed most impacted from human development in the entire City of Unalaska is the Unalaska Lake watershed. The ability of the Unalaska Lake system to produce fish, particularly sockeye salmon, has been substantially degraded. Annual sockeye escapement ranges from 100 to 400 since 1970. Comparing Unalaska Lake to similar systems in this part of the state, Alaska Department of Fish and Game (ADF&G) Fisheries Biologists estimate that a lake of this size could have escapement of at least 2000 to 3000 sockeye.

The most substantial development in the Unalaska Lake watershed affecting water quality and fish habitat is road design, construction and maintenance. The area road systems were first constructed during World War II and have been significantly expanded in recent decades to support residential and commercial development. Since the 1940's portions of the lake have been filled, a section of the lake has been cut off by a road, inlet stream channels have been diverted, and much of the lakeshore sockeye spawning areas have been silted in. Suspended silt in the lake's water column can reduce sunlight penetration and thereby decrease survival of salmon fry by limiting plankton productions and the ability of rearing salmon fry to feed in the lake. Silt may also injure the salmon fry's gills and increase incidence of disease. The steep coastal topography, geology and soils, high rainfall, and sparse vegetation are conducive to rapid runoff and siltation. Under these conditions, silt and pollutants from residential and industrial development and associated transportation infrastructure adversely impact water quality and fish

Amendment 3-Increase Award Revised and submitted to FWS 9.15.15

Amendment 2-Increase Duration Revised and submitted to FWS 4.30.14

Amendment 1-Increase Award, Increase Duration Revised and submitted to FWS 11.2.12

Original Application Submitted to BOEMRE 5.31.11

Changes are highlighted, deletions shown in red strikethrough habitat. Reducing silt flow and other pollutants into the lake and its tributaries is vital to the well being of the lake's biological resources.

The City of Unalaska has made progress in reducing sedimentation of the lake through the paving of Broadway Avenue, installation of curbs and gutters, installation of catchment basins on storm drains, grass hydro seeding, and ditching to control runoff. In 2010, with funding from the Alaska Department of Environmental Conservation, the City will be installing three "Advanced Drainage Systems" sediment separators in the stormwater collection system. While this action is expected to reduce sediment entering the lake, additional actions are needed and thus CIAP funds are being directed to this end.

The Unalaska Lake watershed is the most troubled drainage in the region. A comprehensive stormwater management plan involving a full range of management measures and implementation strategies is needed to restore Unalaska Lake. Phase I of the project is the development of a stormwater management plan for the Unalaska Lake watershed, ~~has already been granted. This amendment~~ Phase II will implement key elements of the plan (e.g. sedimentation control, stormwater retrofits). It is anticipated that, at a minimum, additional sediment ~~separators~~ reduction measures will be installed at locations identified in the stormwater management plan.

The Unalaska Lake Restoration project will be coordinated closely with the City of Unalaska, Department of Public Works. The City of Unalaska, Department of Public Works is expected to be a partner in both plan development and implementation and has agreed to perform some of the sampling work for Phase 1 of the project. Local municipalities operate and maintain the storm sewer systems that carry stormwater from private property to the nearest waterway.

Some of the funding for the Unalaska Lake Restoration Project will be used to purchase equipment/tools for stormwater management. The purchase of equipment and tools will allow the City of Unalaska to develop an ongoing testing, data collection and monitoring program for the Unalaska Lake and other areas throughout the community. The City Staff have certifications and qualifications necessary to perform the testing and it will greatly reduce the cost of the Stormwater Management Plan to be able to complete the data collection locally by not requiring additional consultant travel.

Measurable Goals and Objectives

This project will result in a stormwater management plan that will provide criteria and guidelines for the restoration of the Unalaska Lake watershed. This document is intended to plan and organize specific implementation measures to reduce stormwater sedimentation in Unalaska Lake.

Phase 1 Goal: Identify measures to reduce sediment entering Unalaska Lake.

Amendment 3-Increase Award Revised and submitted to FWS 9.15.15

Amendment 2-Increase Duration Revised and submitted to FWS 4.30.14

Amendment 1-Increase Award, Increase Duration Revised and submitted to FWS 11.2.12

Original Application Submitted to BOEMRE 5.31.11

Changes are highlighted, deletions shown in red strikethrough

Phase 1 Objectives: Develop a stormwater management plan for the approximately 72,000-acre watershed.

Phase 2 Goal: Begin to implement the measures to reduce sediment entering Unalaska Lake.

Phase 2 Objective: Design and permit three to four **or more** sediment traps, separators, lift stations, low impact development measures and/or other measures as recommended in the stormwater management plan.

CIAP Authorized Use

The proposed project is consistent with Authorized Use #1, projects and activities for the protection, restoration and conservation of coastal areas.

Changes

Amendment #3

This amendment adds \$258,738.64 in grant funds. The additional funding will be used to increase the amount of sediment reduction work to be completed by this grant.

- These changes do not affect the project goals and objectives as represented in the approved Plan
- The project description is recognizable as the original project
- The revised project is still covered by the Governors certification of public participation.

Amendment# 2, Amendment #1 and Original Grant Application

- The entity conducting the project and the authorized use has changed as a result of the expiration of the Alaska Coastal Management Program. The final goal and result however, remain the same.
- These changes do not affect the project goals and objectives as represented in the approved Plan
- The project description is recognizable as the original project
- The revised project is still covered by the Governors certification of public participation.

Project Description by Task

Task I: ~~AWCRSA~~ The City of Unalaska will develop a request for proposals and award a contract to hire a consultant to develop a stormwater management plan for the Unalaska Lake watershed.

E.1. Goals

Amendment 3-Increase Award Revised and submitted to FWS 9.15.15

Amendment 2-Increase Duration Revised and submitted to FWS 4.30.14

Amendment 1-Increase Award, Increase Duration Revised and submitted to FWS 11.2.12

Original Application Submitted to BOEMRE 5.31.11

Changes are highlighted, deletions shown in red strikethrough

Develop an RFP for a consultant

Hire a consultant

E.2. Statement of Work

The ~~AWCRSA~~ City of Unalaska will prepare a request for proposals and award the project to a qualified consultant to carry out the scope of work for this project in accordance with State of Alaska procurement regulations. ~~AWCRSA~~ The City of Unalaska and the state of Alaska will ensure that the consultant follows all required cost principles.

E.3. Start Date and Duration

Start date is ~~July 2011~~ May 2014 August 2014. The proposal will be developed and contract awarded in ~~Fall 2011~~ Spring 2014 Fall 2014. The contractor selection component is expected to last 3 months.

E.4. Milestones and Deliverables (Performance Measures)

| Date | Milestones | Deliverables |
|---|---|----------------------|
| 7/01/11 5/1/14 8/14 | AWCRSA City of Unalaska receives grant funding to proceed with preparing the RFP. | |
| 8/1/11 5/1/14 4/1/14 | RFP available and sent to prospective contractors. | |
| 9/15/11 5/15/14 6/14 | Proposals reviewed and selection made at AWCRSA Board meeting by City of Unalaska. | Contractor Selected. |
| 9/20/11 6/1/14 9/20/14 | AWCRSA City of Unalaska. gives notice to proceed to contractor. | |

Task II: The selected consultant will develop a stormwater management plan for the Unalaska Lake watershed. The City of Unalaska Public Works department will perform sediment testing to assist with the planning effort. The City of Unalaska is providing these services free of charge.

E.1. Goals

Develop a stormwater management plan for the approximately 72,000-acre watershed.

E.2. Statement of Work

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The Unalaska Public Works Department will collect sedimentation information in the watershed. Their time will not be charged to the grant. However, the supplies needed to collect the data will be charged to the grant. The consultant will evaluate data and hold stakeholder meetings which will assist in the preparation of a stormwater management planning document that will provide criteria and guidelines for reduction of siltation from stormwater runoff into the Unalaska Lake watershed. This document is intended to clearly define the problem and causative factors as well as identify future steps to be taken in Phase 2 to reduce siltation of Unalaska Lake due to stormwater runoff.

E.3. Start Date and Duration

~~September 2011~~ June 1, 2014 September 20, 2014 for approximately ~~six~~ five months.

E.4. Milestones and Deliverables (Performance Measures)

| Date | Milestones | Deliverables |
|--|---|---|
| 9/26/11 11/17/11 – 6/15/14 10/2/14 | Contractor Consultant identifies and interviews major stakeholders. First stakeholder meeting is held in Unalaska. | Stakeholder meeting. |
| 1/12/12 6/30/14 11/5/14 | Contractor consultant develops draft Stormwater Management Plan document. Update presented to AWCRSA Board. City of Unalaska | Draft Stormwater Management Plan document. |
| 2/15/12 7/1/14 11/19/14 | Second stakeholder meeting is held. A proposal for steps to be accomplished in second phase of project is presented. | Stakeholder meeting and proposal for next steps. |
| 3/15/12 9/30/14 1/27/15 | Final presentation meeting is held at AWCRSA Board meeting with City of Unalaska. Contractor Consultant presents final Stormwater Management Plan document and proposal for “next steps” to be accomplished in Phase 2 of project. | Final Stormwater Management Plan (SMP) Document and next steps. |

Task III: Hire ~~contractor~~ consultant to design and permit sediment reduction measures

Statement of Work

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The City of Unalaska will competitively procure a consultant to design and permit ~~and~~
~~install~~ sediment reduction measures to reduce sediment entering Unalaska Lake.

Start Date and Duration~~March 31, 2013 to April 30, 2013~~ September 30, 2014 October 31, 2014

February 28, 2015 to April 15, 2015

Milestones and Deliverables

| Date | Milestones | Deliverables |
|--|-----------------|--------------|
| 3/31/13 9/30/2015 2/28/15 | Advertise RFP | |
| 4/40/13 10/31/2014 4/15/14 | Hire consultant | |

Task IV: Design and permit sediment reduction measures**Statement of Work**

The ~~contractor~~ consultant will design and permit three (3) to four (4) ~~or more~~ sediment traps, separators, lift stations, low impact development measures and/or other measures as recommended in the stormwater management plan.

Start Date and Duration~~May 1, 2013 to July 31, 2014~~ October 31, 2014 to February 1, 2015

April 15, 2015 to July 15, 2015

Milestones and Deliverables

| Date | Milestones | Deliverables |
|--|--|--|
| 5/1/13 to 7/31/14 2/1/15 4/15/15 to 7/15/2015 | Contractor designs sediment reduction measures | Copy of any local, state or federal permits acquired Design for sediment reduction measures |
| 2/1/15 7/15/15 | Advertise RFP for construction contractor | |
| 7/15/15 9/15/15 | Hire construction contractor | |

Task V: Install sediment reduction measures**Statement of Work**

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The contractor will install three (3) to four (4) sediment traps, separators, lift stations, low impact development measures and/or other measures as recommended in the stormwater management plan. The additional grant funds added in Amendment 3 will be used to enhance this task by increasing the sediment reduction work per the recommendations in the SMP. See Attachment A for a list of all of the options that satisfy the requirements for this task. The City of Unalaska has chosen to use the additional funds to implement the *Steward Road Bridge-Detention Pond* measure.

Steward Road Bridge-Detention Pond approximate cost \$267,000

Description of measure: Installation of a sediment settling pond on City property near the Steward Road Bridge. Stormwater will be diverted from existing unseparated discharges on either side of the bridge to City property behind the sewer lift station. A gravel catch will collect large particles for easy maintenance access followed by an infiltration area covered with natural vegetation and confined by an earthen berm lined with fabric.

If there are any funds remaining, the grant will pay for unit costs for the *Overland Drive-Downhill Diversion* which includes installation of approximately 600 feet of subsurface drainage pipe and catch basins on lower Overland Drive to reduce soil scouring in the existing steep gravel ditch.

Start Date and Duration

~~August 1, 2014 to August 31, 2015~~ March 15, 2015 to May 31, 2016

September 15, 2015 to May 31, 2016

Milestones and Deliverables

| Date | Milestones | Deliverables |
|--------------------------------------|---|---|
| 8/1/14 to 8/31/15 5/31/16 | Contractor installs sediment reduction measures | Before and after photos of each sediment reduction measure installed. |
| 9/30/15 6/30/16 | Project completion | |

Additional Project Information Relative to Entire Project

Compatibility/Synergy

The Unalaska Lake watershed has had state agency and community interest for many years. In 1996 the Department of Fish and game, the Department of Environmental Conservation, the City of Unalaska, and the City of Unalaska convened a workgroup to:

- 1) Improve understanding of issues and problems related to nonpoint source pollution, conservation of fish habitat, and community needs;

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- 2) Improve communication and understanding of concerns among City of Unalaska, state agencies, landowners, and citizens; and,
- 3) To the extent possible outline possible solutions or future actions to address priority issues.

Several actions have been taken since that work group convened. The City of Unalaska has made progress in reducing sedimentation of the lake through the paving of Broadway Avenue, installation of curbs and gutters, installation of catchment basins on storm drains, grass hydro seeding, and ditching to control runoff. In 2010, with funding from the Alaska Department of Environmental Conservation, the City installed three “Advanced Drainage Systems” sediment separators in the stormwater collection system. While this action is expected to reduce sediment entering the lake, additional actions are needed and thus City of Unalaska CIAP funds are being directed to this end.

Controversy/Support

As stated above, the Unalaska Lake watershed has had much interest over the years and it is expected that this will be a high profile planning effort with much involvement by local stakeholders and various agencies. It is anticipated there will be strong support for a stormwater plan to reduce the sediment entering the watershed.

Program Management

City of Unalaska will hire a qualified contractor to carry out the work on this project. Patrick Jordan, Assistant City Manager for the City will oversee work on the project. The Asst. City Manager (ACM) lives in the area and is intimately familiar with the project. In addition, the City of Unalaska Public Works department will be partnering with the ACM and will be part of the management team.

Bundling

Separate projects are not being combined under this grant.

Program Income

N/A

Description of Environmental Impacts

Currently, the watershed most impacted from human development in the entire western Aleutians area is the Unalaska Lake watershed. The ability of the Unalaska Lake system to produce fish, particularly sockeye salmon, has been substantially degraded. Sediment and its associated contaminants can contribute to the long-term degradation of water quality and fish and wildlife habitat. The reduction of sediment entering Unalaska Lake will benefit the natural coastal environment of the Unalaska Lake watershed, as well as

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Relationship to Other Federal Programs

There are no other federal programs currently providing funding to this project nor are there any anticipated to do so.

Federal, State, and Local Agencies

USCOE Anchorage

Janet Post

U.S. ARMY CORPS OF ENGINEERS, ALASKA DISTRICT

P.O. BOX 6898, JBER, AK 99506-0898

907-753-2831 FAX (907) 753-5610

800-478-2712

janet.l.post@usace.army.mil

ADFG Unalaska

Forrest Bowers

Box 920587, Dutch Harbor, AK, 99692-0587

907-581239 FAX (907) 581-1572

forrest.bowers@alaska.gov

City of Unalaska Department of Public Works

Director Nancy Peterson

P.O. Box 610, Unalaska, AK 99685

907-581-1260 FAX: 907-581-2187

npeterson@ci.unalaska.ak.us

City of Unalaska

Mayor Shirley Marquardt

P.O. Box 610, Unalaska, AK 99685

907-581-1251 Fax: (907) 581-3664

mayor@ci.unalaska.ak.us

City of Unalaska

Manager Chris Hladick

P.O. Box 610, Unalaska, AK 99685

(907) 581-1251 Fax: (907) 581-3664

chladick@ci.unalaska.ak.us

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Project Information Questions

Environmental Review

1) Does the project require any federal environmental review (e.g., environmental assessment, environmental impact statement, biological opinion)?

☐ Yes ☒ No

2) Does the project require any state environmental review (e.g., Consistency Determination, State Historic Preservation Office)?

☐ Yes ☒ No

3) Does the project require any local environmental review (e.g., zoning)?

☐ Yes ☒ No

If the answer to any of these questions is “yes,” provide a copy of the environmental review(s) with the grant application.

Permits:

1) ~~Does the project require any federal permits?~~

~~☐ Yes ☒ No~~

2) ~~Does the project require any state permits?~~

~~☐ Yes ☒ No~~

3) ~~Does the project require any local permits?~~

~~☐ Yes ☒ No~~

Depending on the sediment reduction measures selected, state, federal, and local permits may be necessary. The permits will be obtained as part of Task IV.

Legal Proceedings

1) Are there any pending legal proceedings that have been taken against any of the permits or related environmental analyses required for the project?

☐ Yes ☒ No

If the answer is “yes,” provide an explanation of the pending legal proceeding and the status of it as a separate document.



AK CIAP NR AWCRSA T1-01

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Alaska Coastal Impact Assistance Program Project Budget

F12AF70190 Amendment #3, Increase Award - Changes shown in Green

PROJECT TITLE: Unalaska Lake Restoration

1. SPENDING CATEGORIES

a. Salary and Wages

Average in scheduled or anticipated pay raises

| Task | Employee(Position) | # of Hours | Hourly Salary Rate | Total Salary Cost |
|-----------------------|--------------------|------------|--------------------|---------------------|
| 1 | Project Manager | 45 | \$ 36.97 | \$ 1,663.65 |
| 2 | Project Manager | 75 | \$ 36.97 | \$ 2,772.75 |
| 3 | Project Manager | 20 | \$ 36.97 | \$ 739.40 |
| 4 | Project Manager | 75 | \$ 36.97 | \$ 2,772.75 |
| 5 | Project Manager | 75 | \$ 36.97 | \$ 2,772.75 |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Salaries Total | | | | \$ 10,721.30 |

b. Fringe

| Hourly Fringe Rate | Total Fringe Cost |
|---------------------|--------------------|
| \$ 13.64 | \$ 613.80 |
| \$ 13.64 | \$ 1,023.00 |
| \$ 13.64 | \$ 272.80 |
| \$ 13.64 | \$ 1,023.00 |
| \$ 13.64 | \$ 1,023.00 |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| Total Fringe | \$ 3,955.60 |

c. Travel

Estimate travel costs by task. Indicate who is traveling, where they are going and the purpose of each trip. Only include employee travel. Show travel by contractors under Contractual (cost category f.).

| Task | Destination | Reason for Travel | Traveler | Total Estimated Trip Costs |
|---------------------------|-------------|-------------------|----------|----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total Travel Costs | | | | \$ - |

Show the cost of all special purpose equipment you will purchase. "Special purpose equipment" means equipment having a useful life of more than 1 year and having an acquisition cost of \$5,000 or more per item. Each item should be itemized and justified within the Project Narrative. Describe the equipment in sufficient detail that a layperson would have a basic understanding of the equipment (e.g., size, special transportation, deployment, or energy needs, etc.). The percent of the cost charged to CIAP should be equal to its use on the CIAP funded project (i.e. if you are using the equipment 100% for CIAP, you may charge 100% of the cost to the CIAP grant. If you are using the equipment only 75% of the time for CIAP, you may only charge the grant 75% of the cost). The Project Narrative should identify who will maintain the equipment and retain it aft the grant period. The Project Narrative should discuss any transportation, installation, or other needs associated with the equipment, and whether those costs are included in the price of the equipment or included elsewhere. Indicate how you determined the estimated costs.

| Task | Item | Quantity | Price Each | Total |
|-----------------------------|------|----------|------------|-------|
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Total Equipment Cost | | | | \$ - |

Enter the cost for all tangible property. Include the cost of office, laboratory, computing, and other supplies.

Provide detail on any specific item that represents a significant portion of the proposed amount. Provide a reason for the purchase if it is not clearly defined in the Project Narrative.

| Task | Item | Quantity | Price Each | Total |
|------|--|----------|-------------|-------------|
| 2 | Water Sampling Kit | 1 | \$ 1,050.00 | \$ 1,050.00 |
| 2 | Flow Probe | 1 | \$ 1,300.00 | \$ 1,300.00 |
| 2 | Pressure Transducers | 2 | \$ 300.00 | \$ 600.00 |
| 2 | Rain Gauges | 2 | \$ 300.00 | \$ 600.00 |
| 2 | Turbidity Meter | 1 | \$ 1,200.00 | \$ 1,200.00 |
| 2 | Sieve Analysis Shaker Table | 1 | \$ 1,100.00 | \$ 1,100.00 |
| 2 | Standard Methods Manual | 1 | \$ 450.00 | \$ 450.00 |
| 2 | Scale | 1 | \$ 600.00 | \$ 600.00 |
| 2 | Drying Oven | 1 | \$ 600.00 | \$ 600.00 |
| 2 | Glass Fiber Filters | 2 | \$ 175.00 | \$ 350.00 |
| 2 | Crucibles | 2 | \$ 75.00 | \$ 150.00 |
| 2 | Tongs | 1 | \$ 20.00 | \$ 20.00 |
| 2 | Weighing Dishes (Aluminum) | 2 | \$ 15.00 | \$ 30.00 |
| 2 | Buchner Funnels | 2 | \$ 50.00 | \$ 100.00 |
| 2 | Vacuum pump and Misc | 1 | \$ 350.00 | \$ 350.00 |
| 2 | Glass Filter Flask | 1 | \$ 300.00 | \$ 300.00 |
| 2 | Misc Lab Supplies including additional glassware | 1 | \$ 700.00 | \$ 700.00 |

| | | | | |
|----------------------------|--|---|-----------|--------------|
| 2 | Sample Containers | 2 | \$ 125.00 | \$ 250.00 |
| 2 | Imhoff Cone and Stand | 1 | \$ 200.00 | \$ 200.00 |
| 2 | Distilled Water | 1 | \$ 400.00 | \$ 400.00 |
| 2 | Volumetric Flasks | 2 | \$ 50.00 | \$ 100.00 |
| 2 | Thermometers | 2 | \$ 50.00 | \$ 100.00 |
| 2 | Evaporating Dishes | 2 | \$ 125.00 | \$ 250.00 |
| 2 | Squeeze Wash Bottles | 2 | \$ 25.00 | \$ 50.00 |
| 2 | Graduated Cylinders | 4 | \$ 100.00 | \$ 400.00 |
| 2 | Misc Tables, Cabinets to store and perform testing | 1 | \$ 750.00 | \$ 750.00 |
| Total Supplies Cost | | | | \$ 12,000.00 |

f. Contractual Services or Consultants

Identify contractual services or consultants by task. Provide a list of costs that will be covered by the contract, such as personnel costs, contractor travel, supplies and equipment.

| Task | Contractor /consultant | Purpose and Included Costs | Total Cost |
|--------------------------|--------------------------------------|---|----------------------|
| 1 | Bookkeeper | Accounting services - 8 hours @ \$50/hr | \$ 400.00 |
| 2 | Consultant | Develop planning document - 458 hrs @ \$150/hr | \$ 68,700.00 |
| 2 | Consultant airfare | Two round trips from Anchorage to Dutch Harbor - 4 tickets @ \$1,200.08 ea | \$ 4,800.32 |
| 2 | Consultant hotel | 2 people x 3 nights x 2 trips=12 total nights @ 160/night | \$ 1,920.00 |
| 2 | Consultant Per Diem | \$60/day for 4 days for two people x 2 trips | \$ 960.00 |
| 2 | Consultant parking, taxi and mileage | 16 days @ \$38.73/day | \$ 619.68 |
| 4 & 5 | Contractor | Design, permit and install three (3) to four (4) (or more as funding allows) sediment traps, separators, lift stations, low impact development measures and/or other measures as recommended in the stormwater management plan. | \$ 513,846.12 |
| 4 & 5 | Contractor | Steward Road Bridge Detention Pond | \$ 267,000.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total Contractual | | | \$ 858,246.12 |

g. Construction

List all costs. Describe how the figure was obtained (the process for obtaining the bid price) and how the total cost was determined reasonable.

| Task | Description | Total Cost |
|--------------------------|-------------|------------|
| | | |
| | | |
| | | |
| Total Construction Costs | | \$ - |

h. Other Direct Costs

Explain other direct costs that do not fit into any other category

| Task | Description | Cost |
|---------------------------------|--------------------------------|------------------|
| 1 | Teleconferences - 3 @ \$30 ea. | \$ 90.00 |
| 1 | Advertise RFP in newspaper | \$ 232.62 |
| 2 | Teleconferences - 5 @ \$30 ea. | \$ 150.00 |
| Total Other Direct Costs | | \$ 472.62 |

2. INDIRECT COSTS

Show the indirect rate, cost base, and amount for allowable indirect costs based on your federally approved indirect rate. A copy of the current indirect negotiated cost agreement with the Federal government must be included.

| Indirect Rate | List of Costs included in Base | Cost Base | Indirect Costs |
|-----------------------------|--------------------------------|-----------|----------------|
| | | | |
| | | | |
| | | | |
| Total Indirect Costs | | | \$ - |

3. INCOME

Describe program income earned while the grant is open. Income generated with CIAP funds while the grant is open must be put back into the project. Income generated after the grant is closed may be retained.

| Task | Source of Program Income | Amount |
|-----------------------------|--------------------------|-------------|
| | | |
| | | |
| | | |
| Total Program Income | | \$ - |

4. PRE AWARD COSTS

Provide a description and exact amount of all costs incurred prior to the start date listed in the project narrative. Be sure to include these numbers in the budget described above.

| Date | Item | Description | Cost |
|----------------------|------|-------------|------|
| | | | |
| | | | |
| | | | |
| Total Project Income | | | \$ - |

SUMMARY BUDGET

| 1. Object Class Categories | | Total Cost |
|----------------------------|------------------|---------------|
| 1.a | Personnel | \$ 10,721.30 |
| 1.b | Fringe Benefits | \$ 3,955.60 |
| 1.c | Travel | \$ - |
| 1.d | Equipment | \$ - |
| 1.e | Supplies | \$ 12,000.00 |
| 1.f | Contractual | \$ 858,246.12 |
| 1.g | Construction | \$ - |
| 1.h | Other | \$ 472.62 |
| Total Direct Charges | | \$ 885,395.64 |
| 2 | Indirect Charges | \$ - |
| Total Charges | | \$ 885,395.64 |
| | | |
| 3 | Program Income | |
| | | |
| TOTAL | | \$ 885,395.64 |