WFL-KPB Statement of Work
Reimbursement Agreement

It is the policy of the Kenai Peninsula Borough to provide reasonable and prompt public access to non-excepted or nonconfidential public records: (KPB Code of Ordinances Chapter 2.54).

Any member of the public may make a records request in person at the Clerk’s Office or online at: http://www.kpb.us/assembly-clerk/clerks-office/public-record-request
## INTERAGENCY AGREEMENT

**IAA NO.** DTFH7017E30003

**ORDER NO.**

**REQUEST NO.** WFL16RA114

**SOLICITATION NO.**

## 5. EFFECTIVE DATE

## 6. AWARD DATE

## 7. PERIOD OF PERFORMANCE

**9. DELIVER TO**

Federal Highway Administration
Western Federal Lands Highway Div.
610 East Fifth Street
Vancouver WA 98661-3801

**8. SERVICING AGENCY**

Kenai Peninsula Borough
ALC:
DUNS: 071845168 +4:
144 North Binkley Street
Soldotna AK 99669

POC: Brenda Ahlberg-Community/Fiscal Mgr
TELEPHONE NO. (907) 714-2153

**10. REQUESTING AGENCY**

Western Federal Lands Highway Div
ALC: 69 05 0001
DUNS: 139768597 +4:
Federal Highway Administration
Western Federal Lands Highway Divis
610 East Fifth Street
Vancouver WA 98661-3801

POC: Kristin Austin, Lead Program Coord.
TELEPHONE NO. 360-619-7625

**11. INVOICE OFFICE**

Federal Highway Administration
Western Federal Lands
A/P Branch, A215-150
PO Box 268665
Oklahoma City OK 73125

**12. ISSUING OFFICE**

Federal Highway Administration
Western Federal Lands Highway Div.
610 East Fifth Street
Vancouver WA 98661-3801

**13. LEGISLATIVE AUTHORITY**

FEDERAL LANDS ACCESS PROGRAM (23. U.S.C. 204)

**14. PROJECT ID**

SEE BLOCK 18

**15. PROJECT TITLE**

SEE BLOCK 18

## 16. ACCOUNTING DATA

See Schedule

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>AK KENAI 2016(1) Extend Kenai Spur Highway - North Road in Kenai Peninsula Borough NEW RA WITH Kenai Peninsula Borough <strong>Period of Performance:</strong> Effective Date to December 31, 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,142,231.38</td>
</tr>
<tr>
<td>00001 RA Funding</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**19. TOTAL AMOUNT**

$5,142,231.38

**23. PAYMENT PROVISIONS**

**24. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)**

Mike Navarro, Mayor

**25a. NAME AND TITLE**

**26. DATE**

03/07/2017

**27b. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING)**

**28b. CONTRACTING OFFICER**

Angy Cypard

**29c. DATE**

3/7/17
00002  RA Funding

Accounting Info:
1517021220161 531.PE.RM90.02 1702000000 25304
Funded: -$5,142,231.38

00003  RA Funding

Accounting Info:
1517021220161 531.PE.R9M0.02 1702000000 25304
Funded: $5,142,231.38

The obligated amount of award: $5,142,231.38. The total for this award is shown in box 24.
Statement of Work for Reimbursable Agreement
AK KENAI 2016(1) Extend Kenai Spur Highway –
North Road in Kenai Peninsula Borough

I. INTRODUCTION (project work summary and location)
The proposed road extension project would construct up to approximately 7.5 miles of gravel road adjacent to an existing off-road vehicle route beginning at the current terminus of the Kenai Spur Highway at Captain Cook State Recreation Area and ending near Otter Creek. The project would consist of a gravel surface constructed within the existing dedicated Kenai Peninsula Borough right-of-way. The road would accommodate drainage and include intermittent turnouts for passage of large vehicles. The Kenai Spur is an existing transportation facility that is causing water pollution (contributing sediment/turbidity) into Cook Inlet via the off-road trail that runs through Leaf Creek and through adjacent Leaf Creek wetlands on the Jacob’s Ladder trail. Restoration to Leaf Creek (via closing the trail and/or active restoration) would result in abatement of the sediment running into Leaf Creek and into Cook Inlet. Additionally, the project will reduce the impacts to wetlands and sensitive habitat, currently created by off-road vehicles.

The project is located at the end of the Kenai Peninsula Borough Road. The nearest incorporated municipality, as you would normally access the project, is Kenai, Alaska in the Kenai Peninsula Borough. Approximate Global Positioning System (GPS) Coordinates for the beginning of the project are 60° 48’ 08.83” North, 151° 00’ 24.98” West.

Rights-of-way and/or easements acquisitions are not anticipated for this project. Funding of any property acquisition will be addressed with a mutually agreed upon modification to this agreement.

Utility relocation is not anticipated for this project. Funding of any utility relocation will be addressed with a mutually agreed upon modification to this agreement.

II. STATEMENT OF WORK

This agreement provides for funding of a progression of project activities. Initially only preliminary design is eligible for reimbursement. Final design, utility relocation, right of way acquisition will not be eligible for reimbursement until an environmental decision document has been completed and approved by Federal Highway Administration-Western Federal Lands Highway Administration (FHWA). If FHWA’s environmental decision document indicates significant impacts or identifies the preferred alternative to be a “no-build” alternative, then this reimbursable agreement will be terminated with no eligibility for funding post environmental decision activities. Construction will not be eligible for reimbursement until the Final PS&E package is approved.

FHWA and the Kenai Peninsula Borough (KPB) may amend or terminate this agreement to adjust to project development, environmental, or construction needs.
A. Preliminary Design

1. Design
1.1. Perform a site survey as necessary to support the design and environmental compliance needs of the project.

1.2. Prepare and submit a preliminary plan package to FHWA. The preliminary plan package shall reflect the work as described in the Project Description above. Any deviations from the described work must be approved in writing by FHWA. Include a preliminary cost estimate with the preliminary plan package.

2. Environmental Compliance

Note: Federally funded projects must fully comply with all requirements of the National Environmental Policy Act (NEPA). An appropriate range of reasonable alternatives will be evaluated for this project based on its scope and extent. Amendments to the scope of this agreement may be required upon completion of the environmental clearance document and decision.

2.1. Coordinate environmental compliance efforts with FHWA environmental staff. Utilizing the information provided through work performed under this reimbursable agreement, FHWA will write an independent environmental decision document.

2.2. Support FHWA in environmental compliance efforts, coordinate, develop and complete tasks including resource surveys, studies and assessments for documentation

2.2.1. National Historic Preservation Act (NHPA)
2.2.1.a. FHWA will take the federal lead for Section 106 of the National Historic Preservation Act (NHPA) compliance and perform tribal consultation.

2.2.1.b. The KPB will hire a qualified archeologist to perform resource surveys of the area of potential effect (APE) for the project area in compliance with Federal guidelines. If the APE includes land owned or controlled by the federal government, then obtain a permit from the federal land management agency to conduct resource surveys in accordance with the Archaeological Resources Protection Act. Prepare and submit to FHWA a report documenting Section 106 findings and recommendations that complies with applicable State Historic Preservation Office (SHPO) standards for use in Section 106 consultation.

2.2.1.c. FHWA will complete consultation with the SHPO under Section 106 of the NHPA.

2.2.2. Wetlands
2.2.2.a. The KPB will hire a qualified wetland biologist to identify the presence or absence of wetlands or other waters of the U.S. within the project area. Wetlands believed to be under the jurisdiction of the U.S. Army Corps of Engineers (USACE) should be identified. This may include but is not limited to referencing the National Wetland Inventory or local wetland inventory, NRCS soil survey maps, and field observations.

2.2.2.b. If no potential wetlands are observed within the project area, these findings can be documented in a short report submitted to FHWA.

2.2.2.c. If potential wetlands exist in the project area, delineate and document wetlands in accordance with the USACE 1987 Wetland Delineation Manual and submit the information to FHWA.

2.2.3. Threatened & Endangered (T&E) Species and Essential Fish Habitat (EFH)

2.2.3.a The KPB will hire a qualified biologist or botanist to perform threatened and endangered species and essential fish habitat studies within the project area. The biologist will obtain updated T&E species lists for the project area from the US Fish and Wildlife Service (USFWS) and, if appropriate, NOAA Fisheries Service.

2.2.3.b If there are no T&E species or EFH within the project area or the proposed project would have no effect to any T&E species or no adverse effect on EFH within the project area, the biologists/botanist shall prepare and submit to FHWA a written finding documenting the finding and the basis for their conclusion.

2.2.3.c If there are T&E species within the project area and the project may affect these species, prepare and submit to FHWA a Biological Assessment (BA) following USFWS and/or NOAA guidelines.

2.2.3.d If the project may affect threatened or endangered species, FHWA will perform Section 7 consultation as appropriate with USFWS and NOAA Fisheries Service. If appropriate, include consultation for EFH.

2.2.4. Other Environmental Issues

2.2.4.a FHWA will identify other environmental issues such as consistency with the Coastal Zone Management Act, floodplains, and hazardous materials

2.2.4.b Submit other environmental surveys, studies, and assessments as needed to support environmental compliance to FHWA.
B. Final Design
   1. Design
      1.1. Do not initiate final design activities until FHWA has issued an independent
           environmental decision document(s).

      1.2. If the NEPA decision is to construct a project, prepare and submit final plans,
           specifications, and construction estimate package. The final design package shall
           reflect the work as described in the environmental decision document. Any
           deviations from the described work must be approved in writing by FHWA.

   2. ROW Acquisition
      2.1 Rights-of-way and/or easements acquisitions are not anticipated for this project.
           Include in the administrative record, a certification that all work will occur within
           the existing right-of-way.

   3. Utility Relocation
      3.1. Utility relocation is not anticipated for this project.

   4. Permits
      4.1 The agency overseeing the construction will identify all permits necessary for
           construction and submit a list of permits to FHWA.

      4.2 Submit copies of all completed applications for necessary permits to FHWA.

      4.3 Obtain permits necessary for construction. Submit copies of approved permits with
           the final design plans, specifications, and estimate package.

   5. Advertisement
      5.1. Do not initiate construction advertisement activities until FHWA has written an
           independent environmental decision document.

      5.2. Provide notification to FHWA once the contract has been awarded.

C. Construction
   1. Do not initiate construction activities until FHWA has written an independent
      environmental decision document.

   2. Construct and administer the project in conformance with the FHWA environmental
      decision document.

   3. Submit before, during, and post construction photographs to FHWA to document
      project progress.

   4. Submit a copy of the final construction acceptance letter.
### D. Summary of Deliverables

<table>
<thead>
<tr>
<th>Task</th>
<th>Reference Paragraph</th>
<th>Delivery Due On or Before Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>B. PRELIMINARY DESIGN</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. DESIGN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Submit a copy of the preliminary plan package and preliminary cost estimate</td>
<td>II.A.1.2</td>
<td>April 15, 2017</td>
</tr>
<tr>
<td><strong>2. ENVIRONMENTAL COMPLIANCE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Submit a cultural resources report for FHWA review.</td>
<td>II.A.2.2.1.b</td>
<td>With Preliminary Plan Package</td>
</tr>
<tr>
<td>• Submit a report identifying the presence or absence of jurisdictional wetlands</td>
<td>II.A.2.2.2.b, II.A.2.2.2.c</td>
<td>With Preliminary Plan Package</td>
</tr>
<tr>
<td>• Submit a report documenting T&amp;E and EFH species findings to FHWA.</td>
<td>II.A.2.2.3.b, II.A.2.2.3.c</td>
<td>With Preliminary Plan Package</td>
</tr>
<tr>
<td>• Submit other environmental surveys, studies, and assessments as needed to support environmental compliance to FHWA.</td>
<td>II.C.2.2.4.b</td>
<td>With Preliminary Plan Package</td>
</tr>
<tr>
<td><strong>C. FINAL DESIGN</strong></td>
<td></td>
<td></td>
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<tr>
<td>1. DESIGN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Submit final plans, specifications, and construction estimate.</td>
<td>II.B.1.2</td>
<td>September 1, 2017</td>
</tr>
<tr>
<td><strong>2. PERMITS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Submit a list of all permits necessary for construction to FHWA</td>
<td>II.B.4.1</td>
<td>With Preliminary Plan Package</td>
</tr>
<tr>
<td>• Submit copies of all completed applications for necessary permits to FHWA.</td>
<td>II.B.4.2</td>
<td>With Final PS&amp;E</td>
</tr>
<tr>
<td>• Submit copies of approved permits.</td>
<td>II.B.4.3</td>
<td>With Final PS&amp;E</td>
</tr>
<tr>
<td><strong>3. ADVERTISEMENT</strong></td>
<td></td>
<td></td>
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<tr>
<td>• Submit Notice of Contract Award to FHWA</td>
<td>II.B.5.3</td>
<td>Upon Award</td>
</tr>
<tr>
<td><strong>D. CONSTRUCTION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Submit before, during, and post construction photographs to FHWA</td>
<td>II.C.3</td>
<td>Ongoing</td>
</tr>
<tr>
<td>• Submit copy of the Final Construction Acceptance Letter</td>
<td>II.C.4</td>
<td>Upon Completion of Construction</td>
</tr>
</tbody>
</table>

**Note:**
- The KPB will submit a progress report with each invoice indicating dates covered, work that has been completed within the invoice coverage dates, and anticipated dates of major project milestones (i.e. survey completion, preliminary design completion, construction start, and construction completion).
- Submit electronic pdf files and one hard copy of all deliverables to FHWA.

**E. Cost Budget**

The cost of the work to be reimbursed by FHWA is Not to Exceed the amount in block 24 of the cover page, unless an amendment to the Agreement is made in writing and agreed to by both parties. The KPB shall submit all invoices to FHWA for actual and reasonable costs incurred for reimbursement. See Section IV, D. **Method of Billing and Proper Submission of Invoices.**
III. TERM OF AGREEMENT – Period of Performance

The terms and conditions of this agreement shall become effective with and upon execution by the FHWA Contracting Officer and shall remain in effect for the Period of Performance through December 31, 2018, unless modified in writing by mutual agreement or terminated by either party upon thirty (30) days written notice. Full credit shall be allowed for each party’s reimbursable costs and all non-cancelable obligations properly incurred up to the effective date of termination.

IV. FINANCIAL ADMINISTRATION

A. Total Agreement Amount: See block 24 of the cover page for funds obligated by this agreement.

B. Reimbursable Payment

The servicing agency will receive payment on a reimbursable basis, upon receipt of invoice of costs incurred and authorized. The servicing agency is limited to recovery of actual costs only, to include back-up data with each request for payment. Back-up data includes all documents needed to support the requested reimbursement, such as record of contract payments, receipts, payrolls, and so on.

C. Prompt Payment

The Government considers payment as being made the day a check is dated or the date of an electronic funds transfer (EFT). All days referred to in this clause are calendar days. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make the payment on the following working day without incurring a late payment penalty. The due date for making payments by the designated payment office is the 30th day after the designated billing office receives a proper invoice from the agency, or the 30th day after Government acceptance of services performed or supplies delivered. The Prompt Payment regulations do not require the Government to pay interest penalties if based on improper submission of invoices and incorrect EFT information provided by the Servicing Agency. The Government will compute any interest penalty in accordance with the Office of Management and Budget prompt payment regulations (5 CFR Part 1315).

D. Method of Billing and Proper Submission of Invoices:

The Government shall pay the Servicing Agency, upon the submission of proper invoices, the prices stipulated in the agreed upon cost budget for services rendered or supplies delivered, as stated in Section II, E. Cost Budget. All invoices and final payments should reference the Agreement number, Project reference/title, and the COR’s name and be sent to one of the following addresses:
Invoices may also be sent in .PDF format by electronic mail to 9-AMC-AMZ-WFLInvoice@faa.gov. The subject line of the message must include Agreement Number, Project reference/title, and invoice number. If the invoice is NOT Prompt Net 30, Terms should also be identified in the subject line, (for example, Prompt Net 14).

The following correct information constitutes a proper invoice and is required as payment documentation:

1) Name of Organization  
2) Invoice Date  
3) Agreement Number  
4) Vendor Invoice Number  
5) Organization Invoice Amount  
6) Description and quantity of goods and services rendered  
7) Performance Period  
8) Shipping and payment terms  
9) Other substantiating documentation required by the Agreement

E. **Administrative Fee:** Unless otherwise explicitly stated in this Agreement, FHWA shall not be liable for any additional administrative fees.

F. **Submission of FINAL INVOICE and Closeout of the RA - Include in all non-Federal**

If FHWA does not receive a FINAL invoice within 6 months after FHWA first requests a FINAL invoice submission, the Agreement will be closed and any remaining funds de-obligated. This time period may be waived by the Requesting Agency CO if the Servicing Agency provides a reasonable basis for the waiver.

FHWA will send the Notice of Agreement Closeout upon receipt of the final invoice. Upon receipt of the Notice of Agreement Closeout, Servicing Agency will have two months to return the Notice of Agreement Closeout. If FHWA does not receive a signed Notice of Agreement Closeout within 2 months of Servicing Agency’s receipt, the Agreement will be closed and any remaining funds de-obligated.

V. **KEY OFFICIALS**

REQUESTING AGENCY – FHWA/Western Federal lands Highway Division WFLHD  
Contact:  Kristin Austin, Contracting Officer’s Representative (COR)  
Voice: (360) 619-7625  
Fax: (360) 619-7846  
Email:  Kristin.Austin@dot.gov
Financial Contact: Non-Federal Audrey Herzman
Voice: (360) 619-7756
Fax: (360) 619-7945
Email: Audrey.Herzman.ctr@dot.gov

SERVICING AGENCY- KENAI PENINSULA BOROUGH

Program Contact
Name: Brenda Ahlberg, Community & Fiscal Projects Manager
Address: 144 North Binkley Street
City, State, Zip: Soldotna, Alaska 99669
Telephone: (907) 714-2153
Email: bahlberg@kpb.us
Fax: (907) 714-2377

Finance Contact
Agency’s DUNs number: 071845168
Name: Craig Chapman, Finance Director
Address: 144 North Binkley Street
City, State, Zip: Soldotna, Alaska 99669
Telephone: (907) 714-2170
Email: cchapman@kpb.us
Fax: (907) 714-2376

VI. MODIFICATIONS

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

VII. AGREEMENT COMPLETION

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

VIII. TERMINATION

This Agreement may be terminated upon 30 calendar days written notice by either party. If this agreement is terminated by the Servicing Agency, its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination. If this agreement should be terminated by the Requesting Agency, its liability shall extend only to pay for the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination, or final costs agreed upon by both parties. If the Servicing Agency incurs costs due to the Requesting Agency’s failure to give the
requisite notice of its intent to terminate the Agreement, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice. Otherwise, the Agreement will terminate upon the expiration date as stated in Section III. Term of Agreement – Period of Performance unless the period of performance is extended by amendment to the agreement and as agreed by both parties.
IX. GENERAL TERMS AND CONDITIONS

A. GENERAL TERMS AND CONDITIONS

Background. To promote accelerated and efficient delivery of projects that benefit Federal Land Management Agencies, the Secretary has exercised his discretion under 23 U.S.C. § 201(a) and § 204(a)(3) to apply Title 23 U.S.C. Chapter 1 requirements (Federal Aid requirements) to Federal Lands Access Projects delivered by State Departments of Transportation (DOTs) and local public agencies that are evaluated and certified by State DOTs to deliver Federal Aid projects. In instances where a local public agency is not certified to deliver Federal-aid projects and Federal Lands Access projects are delivered by the local public agency cooperatively with Federal Lands Highway Division office oversight, the government-wide Common Rule (2 CFR 200) will be applied. This cooperative relationship will enable the FLH to identify any federal law issues in cooperation with the local public agency which may arise in the project development and delivery process.

1. The Agreement provides funds on a reimbursable basis to the Servicing Agency for the project described in the Access Program Project Memorandum of Agreement.

2. The Government’s liability to make payments to the Servicing Agency under the Agreement is limited to those funds obligated by the Government under the Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.

3. The Servicing Agency agrees to abide by and comply with all terms and conditions of the Agreement and to abide by, and comply with, all requirements of applicable law, including those specified in this Attachment, which are considered as an integral part of the Agreement.

4. In the case of any inconsistency or conflict between the specific provisions of the Agreement and this Attachment, such inconsistency or conflict shall be resolved by giving preference to the Agreement.

5. The Servicing Agency shall be responsible for ensuring that the Project is designed and/or constructed in accordance with the Agreement, and all applicable Federal laws, regulations and policies of the Federal Highway Administration ("FHWA" also referred to herein as the "Government"). Kenai Peninsula Borough Road Design Standards are acceptable.

6. Reimbursement of costs incurred pursuant to the Agreement will be made pursuant to and in accordance with 2 CFR Part 200 and the provisions of such regulations and procedures as the Government may prescribe. Determination of allowable costs incurred by the Servicing Agency under the Agreement shall be made in accordance with applicable government-wide cost principles under 2 CFR 200. Closeout of the Agreement shall be based upon a determination that all applicable administrative actions and all required work of the Agreement have been completed in accordance with 2 CFR Part 200. Upon the Government’s review of all financial, performance, and other reports required as a condition of the Agreement, the Government may make any upward or downward adjustments to the allowable costs in accordance with 2 CFR 200.
7. The Servicing Agency agrees to carry out and complete the Project without undue delays and in accordance with the terms of the Agreement, including the Project Schedule set out in the Agreement, or in the Access Program Project Memorandum of Agreement if no Schedule is included in this Agreement, and comply with such regulations and procedures as the Government may prescribe.

8. The Servicing Agency agrees to retain all documents relevant to the Project for a period of three years from completion of the Project and receipt of final reimbursement from the Government. The Servicing Agency agrees to furnish the Government, upon request, all documents and records pertaining to the Project.

9. The Government is subject to the Freedom of Information Act (FOIA). The Servicing Agency should therefore be aware that all materials submitted by the Servicing Agency related to the Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

10. The Government shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this the Servicing Agency’s work under the Agreement. The Government will be responsible for damages or injuries caused by the negligence of its own employees, to the extent permitted under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.

11. To the extent that the State has not already enacted legislation regarding texting while driving, the Government encourages the Servicing Agency to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving”, Oct. 1, 2009 (available at http://edocket.access.gpo.gov/2009/E9-24203.htm ) and DOT Order 3902.10 “Text Messaging While Driving”, Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf) This includes, but is not limited to, the Servicing Agency:

   a. considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
   b. conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
   c. encouraging voluntary compliance with the agency’s text messaging policy while off duty.

The Servicing Agency is encouraged to insert the substance of this clause in all contracts and subcontracts.

B. APPLICABLE FEDERAL LAWS AND REGULATIONS
By entering into the Agreement, the Servicing Agency assures, certifies, and agrees to comply with all applicable Federal laws, regulations, policies, guidelines, and requirements as they relate to the use of Federal funds for this Project including, but not limited to, the following:

**General Federal Legislation**
- Federal Water Pollution Control Act, as amended - 33 U.S.C. §§ 1251-1376
- Safe Drinking Water Act -- 42 U.S.C. §§ 300f-300j-6
- Migratory Bird Treaty Act 16 U.S.C. § 760c-760g
- Nondiscrimination – 23 U.S.C. § 140
General Federal Regulations

- Suspension and Debarment – 2 CFR Parts Part 180
- Non-procurement Suspension and Debarment – 2 CFR Part 1200
- External Programs – 23 CFR Part 230
- Environmental Impact and Related Procedures – 23 CFR Part 771
- Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 CFR Part 774
- DOT's oversight of DOJ's ADA regulations for non-transit programs, including the ADA Accessibility Guidelines, required by the DOJ regulations at – 28 CFR Part 35
- Procedures for predetermination of wage rates – 29 CFR Part 1
- Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3
- Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
- Permitting Requirements under the National Pollutant Discharge Elimination System – 40 CFR Part 122.
- Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60, et seq.
- Uniform administrative requirements, cost principles, and audit requirements for Federal Awards – 2 CFR Part 200
- Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21
- Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26
- Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
- Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
- Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
- Government-wide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- DOT's implementing ADA regulations for transit, including the ADA Accessibility Guidelines in Part 37, Appendix A – 49 CFR Parts 37 and 38
- Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 CFR Part 40
- 23 C.F.R. Part 710 applies unless otherwise agreed to by FHWA
The Servicing Agency, when contracting for work to be performed under this Agreement, will include in the prime contract the applicable provisions required under 2 CFR 200.326.

The Servicing Agency, when contracting for construction services, shall ensure that all laborers and mechanics employed by contractors or subcontractors on the construction work shall be paid wages at rates not less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the Secretary of Labor in accordance with sections 3141, 3146, and 3147 of title 40.

C. ASSURANCES AND CERTIFICATIONS

TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 CFR Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By entering into the Agreement, the Servicing Agency (also herein referred to as the “Recipient”), HEREBY AGREES THAT, as a condition to receiving any Federal funds from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 CFR section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and
“Regulations,” respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Servicing Agency hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Servicing Agency, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Servicing Agency agrees with and gives the following Assurances with respect to its receipt of funds for this project:

1. The Servicing Agency agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Servicing Agency will insert the following notification in all solicitations for bids and requests for proposals for work or materials, regardless of funding source:

   a. “The Servicing Agency, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Servicing Agency will insert the clauses of Appendix A of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Servicing Agency will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Servicing Agency receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Servicing Agency receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Servicing Agency will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Servicing Agency with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Servicing Agency or any transferee for the longer of the following periods:

   a. the period during which the property is used for a purpose for which the Federal funds were extended, or for another purpose involving the provision of similar services or benefits; or

   b. the period during which the Servicing Agency retains ownership or possession of the property.

9. The Servicing Agency will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other parties funded in whole or part from the funds provided under this Agreement will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Servicing Agency agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing the Agreement, the Servicing Agency also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA’s access to records, accounts, documents, information, facilities, and staff. The Servicing Agency also recognizes that it must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. The Servicing Agency must keep
records, reports, and submit the material for review upon request to FHWA, or its designee in a
timely, complete, and accurate way.
Additionally, the Servicing Agency must comply with all other reporting, data collection, and
evaluation requirements, as prescribed by law or detailed in program guidance.

The Servicing Agency gives this ASSURANCE in consideration of and for obtaining any Federal
funds, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date
hereof to the recipients by the U.S. Department of Transportation.
This ASSURANCE is binding on the Servicing Agency, contractors, subcontractors and their
subcontractors’, transferees, successors in interest, and any other participants in the funds provided
under this Agreement.

APPENDIX

A

During the performance of this contract, the contractor, for itself, its assignees, and successors in
interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will
   comply with the Acts and the Regulations relative to Non-discrimination in Federally-
   funded programs of the U.S. Department of Transportation, Federal Highway
   Administration (FHWA), as they may be amended from time to time, which are herein
   incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the
   contract, will not discriminate on the grounds of race, color, or national origin in the
   selection and retention of subcontractors, including procurements of materials and leases of
   equipment. The contractor will not participate directly or indirectly in the discrimination
   prohibited by the Acts and the Regulations, including employment practices when the
   contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:**
   In all solicitations, either by competitive bidding, or negotiation made by the contractor for
   work to be performed under a subcontract, including procurements of materials, or leases of
   equipment, each potential subcontractor or supplier will be notified by the contractor of the
   contractor’s obligations under this contract and the Acts and the Regulations relative to Non-
   discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required
   by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to
   its books, records, accounts, other sources of information, and its facilities as may be
determined by the Servicing Agency or the FHWA to be pertinent to ascertain compliance
   with such Acts, Regulations, and instructions. Where any information required of a
   contractor is in the exclusive possession of another who fails or refuses to furnish the
   information, the contractor will so certify to the Servicing Agency or the FHWA, as
   appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Servicing Agency will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Servicing Agency or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Servicing Agency to enter into any litigation to protect the interests of the Servicing Agency. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**APPENDIX B**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Servicing Agency under the terms of the Agreement:

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

   In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
3. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Servicing Agency and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX

C

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Servicing Agency pursuant to the provisions of this Agreement:

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will there upon revert to and vest in and become the absolute property of the Servicing Agency and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
APPENDIX D

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
A. ASSURANCE OF DISCLOSURE OF LOBBYING ACTIVITIES

Certification for Contracts, Grants, Loans, and Agreements

The person signing this Agreement for the Servicing Agency certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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, or an employee of a Member 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 grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant agreement.

If any funds other than Federal appropriated funds have been paid or will be paid 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, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans and grant agreements) and that all subcontractors 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 31 U.S.C. § 1352, title. 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.

B. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Servicing Agency certifies that it will, or will continue, to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Servicing Agency’s workplace, and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees about:

   a. The dangers of drug abuse in the workplace;
   b. The Servicing Agency's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and,
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of work supported by the Agreement be given a copy of the statement required by paragraph 1.

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment supported by the Agreement, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph 4.b. from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to FHWA. Notice shall include the order number of the Agreement.

6. Taking one of the following actions, within 30 days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

8. The Servicing Agency may, but is not required to, provide the site for the performance of work done in connection with the Agreement. For the provision of services pursuant to the Agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the Agreement. If the Servicing Agency does so, the Servicing Agency shall identify the Places of Performance by listing the street address, city, county, state, zip code. Also identify if there are workplaces on file that are not identified in this section of the Agreement.

C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS
2 CFR Parts 180, 1200, 48 CFR Part 9, and 49 CFR Part 32

These assurances and certifications are applicable to all construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200, and 48 CFR Part 9.

By entering into this Agreement the Servicing Agency is providing the assurances and certifications for First Tier Participants and Lower Tier Participants as set out below.

1. Instructions for Certification – First Tier Participants:
   a. The prospective first tier participant is providing the certification set out below.
b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

   a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

   1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

   2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph a.2. of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient and subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

\g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is
erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D. ASSURANCE OF ADEQUATE FINANCIAL SYSTEMS AND CONTROL OF PROJECT COSTS

1. The Servicing Agency will be reimbursed in accordance with the terms of this Agreement.

2. The Servicing Agency shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government. Reimbursement will only be made for expenses incurred after execution of a project agreement.

3. The Servicing Agency shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.

4. Any Federal funds not expended in conjunction with the Project will remain the property of the Government.

5. Financial Management System: By signing this Agreement, the Servicing Agency verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management
system requirements of 2CFR Part 200.302. The Servicing Agency’s failure to comply with these requirements may result in Agreement termination.

6. Allowable Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., 2 CFR Part 200. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

E. TRANSPARENCY ACT REQUIREMENTS


1. Reporting Obligations

a. Applicability. Unless the Servicing Agency (hereinafter in this section referred to as “you”) are exempt as provided in paragraph 4. of this section, you must report each action that obligates $25,000 or more in Federal funds for a prime contract to an entity (see definitions in subsection 5. of this section).

b. Where and when to report.

1. You must report each obligating action described in subsection 1.a. of this section to http://www.fsrs.gov.

2. For contractor information, report no later than the end of the month following the month in which the contract was executed. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

c. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

2. Reporting Total Compensation of Executives.

a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

1. the total Federal funding authorized to date under this award is $25,000 or more;

2. in the preceding fiscal year, you received—

   i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

b. Where and when to report. You must report executive total compensation described in subsection 2.a. of this section:

1. As part of your registration profile at https://www.sam.gov

2. By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Prime Contractor's Executives.

a. Applicability and what to report. Unless you are exempt as provided in subsection d. of this section, for each prime contractor receiving funds for which reimbursement will be sought, you shall report the names and total compensation of each of the prime contractor's five most highly compensated executives for the prime contractor's preceding completed fiscal year, if—

1. in the prime contractor's preceding fiscal year, the contractor received—

   i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

   ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

b. Where and when to report. You must report the prime contractor's executive total compensation described in subsection 3.a. of this section:


2. By the end of the month following the month during which you executed the prime contract. For example, if a prime contract is executed on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the prime contractor by November 30 of that year.
4. **Exemptions.**

If, in the previous tax year, you or the prime contractor had gross income, from all sources, under $300,000, you are exempt from the requirements to report prime contracts and the total compensation of the five most highly compensated executives of any prime contractor.

5. **Definitions. For purposes of this section:**

   a. Entity means all of the following, as defined in 2 CFR Part 25:

      1. A Governmental organization, which is a State, local government, or Indian tribe;
      2. A foreign public entity;
      3. A domestic or foreign nonprofit organization;
      4. A domestic or foreign for-profit organization;
      5. A Federal agency, but only as a contractor or subcontractor to a non-Federal entity.

   b. Executive means officers, managing partners, or any other employees in management positions.

   c. Total compensation means the cash and noncash dollar value earned by the executive during the Servicing Agency's or prime contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

      1. Salary and bonus.
      2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
      3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
      4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
      5. Above-market earnings on deferred compensation which is not tax-qualified.
      6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**E. SINGLE AUDIT INFORMATION FOR SERVICING AGENCIES**

To maximize the transparency and accountability of funds authorized under the Act as required by Congress and in accordance with 2 CFR 200 “Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards”, the Servicing Agency agrees to maintain records that identify adequately the source and application of FHWA funds.
Memorandum

TO: Kristin Austin
   Lead Program Coordinator

FROM: Kyle Wood
      Contracting Officer
      Vancouver, Washington

DATE: March 8, 2017

SUBJECT: ACTION: Appointment as
          Contracting Officer’s Representative (COR)

You are hereby appointed as the Contracting Officer’s Representative (COR) for:

RA Number: DTFH7017E30003

For: AK KENAI 2016(1), Extend Kenai Spur Highway

Servicing Agency: AK KENAI 2016(1), Extend Kenai Spur Highway North Road

Period of Performance: March 8, 2017 to December 31, 2018

Unless sooner terminated, in writing, by the Contracting Officer, or unless you are separated from Government service, this appointment shall remain in effect for the life of the Agreement described above. You are responsible for providing prompt notification to the Contracting Officer if, for any reason, it becomes necessary to terminate your appointment as COR. Your authority as COR, may not be re-delegated.

As COR, you are the technical representative of the Contracting Officer in the administration of the Agreement described above. Your duties include providing technical direction and guidance as necessary with respect to the performance of work under the Agreement.

In accomplishing your duties as COR, you are cautioned to carefully monitor your actions/discussion or the actions/discussions of other Government personnel who may assist you in the performance of your duties to ensure that the Agreement does not become a personal services contract (see FAR 37.1). If potential for a conflict of interest with your appointment as a COR develops, you will advise your supervisor and the Contracting Officer of the conflict so that appropriate action may be taken. CORs shall avoid the appearance of a conflict of
interest to maintain public confidence in the U.S. Government’s conduct of business with the private sector.

You are responsible for bringing to the attention of the Contracting Officer and the program/requiring office for which the work is being performed, any significant deficiencies with respect to performance or other actions which might jeopardize performance under the Agreement.

You are not authorized by this letter to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the Agreement or to direct the accomplishment of effort which would exceed the scope of the Agreement. You are cautioned that you could be held personally liable for any unauthorized acts. Whenever there is a potential that discussions may impact any of the areas described above, contact the Contracting Officer or Contract Specialist for guidance. You must be especially cautious when providing an interpretation of Agreement specifications/requirements. The understanding reached, or the technical direction given, must be formalized in writing and copies provided to the Contracting Officer (or Contract Specialist).

You must meet the requirements of the Federal Acquisition Certification for CORs (FAC-COR) no later than six months from the date of this appointment and maintain your skills currency through continuous learning. You are required to earn 40 continuous learning points (CLPs) of skills currency training every two years. If you do not earn the 40 CLPs every two years, the Contracting Officer may revoke or modify your delegation (appointment) letter and notify the contractor as appropriate.

You are required to enter your training and certification data into the Federal Acquisition Institute Training Acquisition System (FAITAS). You must update your records in a timely manner and keep these records current to reflect your certification status and continuous learning points.

In addition the COR duties prescribed by the Transportation Acquisition Manual (TAM) Subpart 1242.71, specific duties and limitations are as follows:

**MONITORING PERFORMANCE.**

Ensure that the Servicing Agency complies with all of the requirements of the statement of work, specifications, or performance work statement, and when requested by the contractor, provide technical direction to the Servicing Agency’s technical manager. This technical assistance must be within the scope of the Agreement (e.g., interpreting specifications, statement of work, performance work statement, etc.). When a difference of opinion between you and the Servicing Agency occurs, notify the contracting officer or the contract administrator/specialist immediately for resolution.
Ensure that the personnel being used by the Servicing Agency are of the same caliber that was originally proposed by the Servicing Agency to the Government. The experienced personnel agreed upon and/or approved by the Government should not be diluted by the use of personnel with less experience. Any decrease in or lack of performance shall be brought to the attention of the Contracting Officer or Contract Administrator/Specialist immediately.

**MONITORING COSTS.**

Review and evaluate the Servicing Agency’s progress in relation to the expenditures. When the costs expended by the Servicing Agency are not commensurate with the Servicing Agency’s progress, bring this to the attention of the contracting officer or contract administrator/specialist for immediate action.

**MARKVIEW INVOICE REVIEW**

You will use the Markview system to review the Servicing Agency’s invoices/vouchers for reasonableness and applicability to the Agreement. Once you have determined all costs are reasonable, allocable and allowable, you will forward the invoice to the Contracting Officer for final approval of the invoice. The review must be completed within five days after receipt of the invoice or voucher. If you cannot meet the required review time, advise the contracting officer or contract administrator/specialist so that action can be taken to ensure Government compliance with the Prompt Payment Act, thereby avoiding the payment of interest penalties to the contractor.

**CHANGES TO THE AGREEMENT.**

You cannot authorize the Servicing Agency to stop work, and you are not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the Agreement. Should a change (monetary or otherwise) to the Agreement become necessary, it must be made by an amendment to the Agreement issued by the contracting officer. When in doubt, contact the contracting officer or contract administrator/specialist.

Any Agreement change requested by the Servicing Agency must be put in writing by the contractor to the Contracting Officer for action; however, you should immediately advise the contracting officer or contract administrator/specialist of the proposed change since it may affect the price, cost, or delivery/performance schedule. When the proposed change is received by the Contracting Officer, you will be required to provide the Contracting Officer with a written analysis and rationale for the change and to evaluate any costs associated with the change.

You must also recognize and report to the contracting officer any Government required changes to the Agreement (e.g., items or work no longer required, changes in the specifications, etc.).

**VISITS AND MEETINGS WITH THE SERVICING AGENCY.**
(1) Evaluate the Servicing Agency's performance; (2) Evaluate changes in the technical performance affecting personnel, the schedule, deliverables, and price or costs; (3) Inspect and monitor the use of Government property, if applicable; and (4) Ensure that Servicing Agency employees being charged to the Agreement are actually performing the work under the Agreement. Document the file to record each meeting and telephone conversation with the Servicing Agency. A daily log book is recommended which should reflect the date, time, name, and title of individual(s) involved in the subject matter and the details of the meeting or conversation.

**INSPECTION OF AGREEMENT ITEMS.**

When received from the Servicing Agency, perform, in accordance with the terms of the Agreement, inspection, acceptance or rejection of the supplies, services, or construction. Immediately notify the contracting officer of all rejections and the reason for the action.

Review progress reports from the Servicing Agency and advise the contracting officer of any Servicing Agency problems or action required to be taken by the Government.

**STANDARDS OF CONDUCT AND CONFLICT OF INTEREST.**

The (FAR) 48 CFR Part 3 and (TAR) 48 CFR Part 1203 TAM Chapter 1203, Improper Business Practices and Personal Conflict of Interest, provides guidance to avoid improper business practices and personal conflicts of interest and to deal with their apparent or actual occurrences. Please read these documents very carefully and contact the contracting officer should you require further information or clarification on this subject matter.

**AGREEMENT FILE CONTENT AND MAINTENANCE.**

Establish and maintain an organized Agreement file to record all Servicing Agency and Government actions pertaining to the Agreement. The COR file is of particular importance since the documentation of your interaction with the Servicing Agency may be used in the event of litigation. In addition, an organized file facilitates an easy transition from one COR to another if reassignment becomes necessary. A complete and organized file should contain the following documentation:

1. A duplicate copy of the COR nomination and appointment letters.
2. Documentation supporting completion of COR training and COR certification.
3. A copy of the procurement request(s) with Statement of Work (SOW) and Independent Government Estimate (IGE).
4. A copy of the request for proposal and all amendments.
5. A copy of the Servicing Agency’s technical proposal.
6. A copy of the Agreement and all amendments.
7. A copy of all correspondence with the consultant, Contracting Officer and other Government officials involved in the Agreement.
9. Name, position, title, phone number, e-mail address and function of every Government person who is providing technical or administrative assistance.
10. Copies of the minutes and list of attendees for each Agreement related meeting.
11. Copies of test reports (if applicable).
12. An outline showing any important dates.
13. Record of unforeseeable situations, conditions, Acts of Nature, etc. and any actions taken to minimize adverse consequences.
14. A tickler system showing all due dates.
15. Copies of all Servicing Agency performance reports.
16. Descriptions of Servicing Agency performance or provisional deficiencies and steps taken to correct them.
17. A system of documenting all labor hours, costs, travel dollars authorized and expended.
18. Copies of all invoices and receipt documents processed from the Servicing Agency.
19. Copies of all receipt and acceptance documents processed.
20. Any additional supporting documentation.

ACKNOWLEDGEMENT

Please acknowledge receipt and acceptance of this appointment by signing and returning the attached sheet to the Contracting Officer or Contract Specialist. Your appointment as the COR under the above numbered Agreement is terminated upon receipt of a closeout amendment to the Agreement. Please direct any questions you may have on this delegation to the contracting officer or contract administrator/specialist.
1. NAME, PHONE NUMBER, AND ROUTING SYMBOL OF PERSON TO CONTACT
Reuben Johnson/X7995

3. ORIGINATING OFFICE DATA
Federal Highway Administration

4. ADDITIONAL INFORMATION (Suggested supply sources, security data, etc.)

5. APPROVALS

<table>
<thead>
<tr>
<th>APPROVING OFFICIALS (A)</th>
<th>ROUTING SYMBOL (B)</th>
<th>DATE (C)</th>
<th>INTERNAL ROUTING SYMBOL (D)</th>
<th>ROUTING SYMBOL (E)</th>
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<tr>
<td>(1) AUTHORIZED REQUISITIONER</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) ACCOUNTING CERTIFICATION OFFICER</td>
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</table>
  William Crandell | HFL-17              | 09/19/2016 |                             |                    |

6. CONSIGNEE AND DESTINATION
Federal Highway Administration
Western Federal Lands Highway
610 East Fifth Street
Vancouver WA 98661-3801

7. DATE(S) REQUIRED
1 Days After Award

8. GOVERNMENT FURNISHED PROPERTY
   YES ☒ NO ☐
   (If "yes," see par. 8 of instructions on next page.)

9. DESCRIPTION OF ITEMS OR SERVICES

<table>
<thead>
<tr>
<th>ITEM NO. (A)</th>
<th>ITEM OR SERVICE (Include Specifications and Special Instructions)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>ESTIMATED COST</th>
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<tbody>
<tr>
<td>00002</td>
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<td>-5,142,231.38</td>
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<td>00003</td>
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<tr>
<td></td>
<td>Accounting Info: 1517021220161 531.PE.R9M0.02 1702000000 25304 Funded: $5,142,231.38 SOEN: Insufficient Government FTE to perform the work.</td>
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<td></td>
<td></td>
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</table>

10. ACCOUNTING DATA
See Schedule

TOTAL ESTIMATED COST
$5,142,231.38
INSTRUCTIONS FOR PREPARATION OF PROCUREMENT REQUEST (PR)

GENERAL
- Leave upper right hand corner blank. These spaces are for procurement office use. Complete all applicable blanks. If additional space is needed, use blank paper or Form DOT F 4200.2, Procurement Request Continuation Sheet.

ITEM 1
- NAME, PHONE NUMBER AND ROUTING SYMBOL
  of person to contact concerning this request.

ITEM 2
- TYPE OF REQUEST
  A. Check "New Request" if this is an initial request.
  B. If this is a change to a pending PR, check and enter PR number assigned by procurement office.
  C. If PR is for modifying an existing order or contract, check box, and enter order or contract number assigned by procurement office.

ITEM 3
- ORIGINATING OFFICE DATA. Enter any internal data needed by the office preparing the PR, such as internal PR number, project or task number etc.

ITEM 4
- ADDITIONAL INFORMATION. Use this space to indicate suggested sources of supply, any applicable security classification, or for other instructions or data.
  If the items or services are proposed to be obtained from only one source of supply, furnish a "sole source" justification with the PR.

ITEM 5
- APPROVALS.
  COL.A_APPROVING OFFICIALS. Enter typed name and title for approving official as indicated below:
  (1) Authorized Requisitioner. Signature of person authorized to approve request for procurement action.
  (2) Accounting Certification Officer. Signature of accounting representative having authority to certify that funds are available for the procurement.
  (3) - (4) For use as may be required by local instructions.
  COL.B_ROUTING SYMBOL. Self-explanatory
  COL.C_DATE. Give date of approval.
  COL.D AND COL.E INTERNAL ROUTING. Use these blocks only if internal review and intermediate approvals are required by approving officials.

ITEM 6
- CONSIGNEE AND DESTINATION Enter the name of the consignee and address location where requested items are to be delivered or services are to be performed.
  If shipments are to be made to more than one destination, enter words "Multiple Destinations" in this block, and attach a list of the consignee address where shipments are to be made.

ITEM 7
- DATE(S) REQUIRED. Enter the date(s) that requested items are required. Do not use "as soon as possible" or similar terms. When the requested items and/or services are required sooner than the normal procurement lead-time would permit, a written justification should be attached to the PR. The justification should state why expedited handling is necessary and the probable results if the indicated delivery date(s) is not met.

ITEM 8
- GOVERNMENT FURNISHED PROPERTY. If "Yes" is checked, describe each item to be furnished by the Government and state its acquisition cost (estimated if unattainable), and state the use to be made of the item(s) by the contractor.

ITEM 9
- DESCRIPTION OF ITEMS OR SERVICES
  COL.A__ITEM NO. Enter item numbers in numerical sequence.
  COL.B__ITEM OR SERVICE. Identify applicable specifications, drawings, and purchase descriptions, and attach a copy of each. Provide Federal Stock Numbers if known and manufacturer's part number, if applicable.
  If a brand name or equal product, state the commercial brand name and model, and set forth those characteristics essential to Government needs.
  Furnish any special shipping and routing instructions, and any preservation, packaging, packing, and marking instructions.
  Furnish any other instructions, such as inspection and testing requirements
  COL.C_QUANTITY. Enter the quantity of each item requested.
  COL.D_UNIT. The measure such as "each" or "set"
  COL.E_ESTIMATED UNIT COST. Use the most current price available, i.e., the reasonable "going market price," as may be obtainable from commercial catalogs, price lists, bulletins, reports, trade journals and the like.
  If the requested item or service has been previously procured, and no other more current pricing data is available, use last known purchase price.
  COL.F_ESTIMATED TOTAL COST. Enter the total estimated cost for each item and grand total cost for all items.

ITEM 10
- ACCOUNTING DATA. Enter the appropriations(s) under which funds have been made available, and any other accounting data required.
Reimbursable Agreement for the Kenai Peninsula Borough to complete the design and construction of the North Road Extension Project.

<table>
<thead>
<tr>
<th>PROJECT CLASSIFICATION OR PHASE OF WORK</th>
<th>TOTAL FEDERAL FUNDS</th>
<th>TOTAL LOCAL GOV. FUNDS</th>
<th>TOTAL NON-GOV FUNDS</th>
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<tr>
<td>PLANNING AND RESEARCH (PL)</td>
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<tr>
<td>PRELIMINARY ENGINEERING (PE)</td>
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<tr>
<td>CONSTRUCTION: (CN) (BASE SCHEDULE)</td>
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<tr>
<td>CONSTRUCTION ENGINEERING (CE)</td>
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<tr>
<td>OTHER (SPECIFY):</td>
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**SUMMARY OF AUTHORIZATION**

**DEOBLIGATE RESIDUAL FUNDS AFTER AWARD**

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<thead>
<tr>
<th>PROJECT NUMBER</th>
<th>TASK NUMBER</th>
<th>ORG</th>
<th>BOC</th>
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<td>$5,142,231.38</td>
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</tbody>
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**SUPPLIER:**

SECTION 203 POO - WFL

**FUUNDS CERTIFICATION**

Recommended for Approval

By: WILLIAM A CRANDELL

FINANCIAL MANAGER

Date: September 19, 2016

**U.S. DEPARTMENT OF TRANSPORTATION**

Federal Highway Administration

By: BRENT L COE

Title: BRANCH CHIEF, PROJECT MANAGEMENT

Date: September 19, 2016

DOT 1240