

ALASKA STATE LEGISLATURE

LEGISLATIVE BUDGET AND AUDIT COMMITTEE Division of Legislative Finance



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MEMORANDUM

DATE: February 23, 2010

TO: Legislative Budget and Audit Committee

FROM: David Teal
Director

SUBJECT: Preparation for the February 25, 2010 LB&A Meeting

OMB submitted the following RPLs for consideration at the February 25, 2010, Legislative Budget and Audit Committee meeting. All three are for American Recovery and Reinvestment Act of 2009 (ARRA) funding. These RPLs, along with Legislative Finance comments, are posted on our web site at <http://www.legfin.state.ak.us/>

RPL#	Agency	Appropriation/Allocation/Program	Amount	Fund Source
25-0-7558 <i>Capital</i>	Department of Transportation and Public Facilities	Homeland Security Grants	\$195,965	ARRA funds – Capital
25-0-7564 <i>Capital</i>	Department of Transportation and Public Facilities	Federal Contingency Projects	\$500,000	ARRA funds – Capital
45-0-1139 <i>Capital</i>	University of Alaska	Combined Request for ARRA Funding	\$4,630,790	ARRA funds - Capital

cc: Senator Meyer
Representative Dahlstrom
Representative Hawker
Representative Neuman
Representative Thomas
Representative Doogan
Representative Stoltze
Representative Tuck

Senator Hoffman
Senator Huggins
Senator Menard
Senator Stedman
Senator Olson
Josh Applebee
Tim Grussendorf
Miles Baker

Linda Hay
Pauly Swanson
James Armstrong
Pat Davidson
John Bitney

Department of Transportation and Public Facilities

Subject of RPL: Homeland Security Grants	ADN/RPL #: 25-0-7558
Amount Requested: \$195,965	Appropriation Authority: Sec. 1, Ch. 3, FSSLA 2005, Page 69, Lines 7 - 8
Funding Source: Federal Stimulus: ARRA 2009 – Capital	Statutory Authority: AS 19.05.030 and 44.42.020

PURPOSE

The Department of Transportation and Public Facilities (DOT&PF), Alaska Marine Highway System (AMHS), is requesting authority to receive and expend federal grant 2009-PU-R1-0210, in the amount of \$195,965 from the Department of Homeland Security FEMA, American Recovery and Reinvestment Act Port Security Grant Program (ARRA PSGP).

Funding from this grant will be used to purchase and install new security cameras for the closed circuit television system aboard the M/V Aurora. These new cameras will have pan-tilt-zoom controllability and can be directed to cover areas of security interest or concern, especially at restricted access points such as the vessel's car deck. This capability will allow monitoring of suspicious activity and provide the opportunity to detect, confront and deter potential threats to security, thus allowing DOT&PF to fulfill its mission to provide for the safe movement of people and goods and the delivery of state services.

Legislative Fiscal Analyst Comment: This grant was specifically applied for and awarded to the *M/V Aurora* due to its porting in Valdez. Utilizing the funding for other vessels is not an option. Other vessels in the fleet have minimal and somewhat outdated security cameras at the points of entry to the vessels. These new cameras will, in theory, increase security to the *Aurora* and Valdez by expanding coverage beyond points of entry and to other restricted access areas on board. It is unclear at this time if there is a plan in place to retrofit the entire fleet.

PREVIOUS LEGISLATIVE CONSIDERATION

Sec. 1, Ch. 3, FSSLA 2005, Page 69, Lines 7 – 8, Homeland Security Grants - \$4,000,000. The AMHS is requesting \$195,965 in Federal Stimulus ARRA PSGP 2009 funds to replace regular federal funds. The DOT&PF will administratively restrict and lapse the \$195,965 in regular federal receipt authority.

TIMING ISSUES

Agency Contact: Laura Baker, 465-8974
Legislative Finance Contact: Rob Carpenter, 465-5413

Federal stimulus receipt authority was not previously requested because ARRA PSGP funding was not anticipated. The AMHS received notification of the grant award in a letter dated September 29, 2009. The Grant Award document was signed October 7, 2009. A copy of the award documents, narrative and budget detail for this project are attached.

The grant period is September 1, 2009 to August 31, 2012. Work will involve installing new camera and video equipment and new cable throughout the vessel. This type of work is best performed without passengers, leaving a limited period each year to complete the work when the vessel is scheduled for its annual overhaul. This fiscal year the M/V Aurora is scheduled for its annual overhaul from April 16, 2010 through May 31, 2010. The AMHS anticipates having a contract awarded for the purchase and installation of the new security cameras to meet the M/V Aurora's scheduled spring overhaul.

Legislative Fiscal Analyst Comment: This grant was awarded in early October 2009. Since that time, there have been two LB&A meetings – November 9th, and December 16th. It is unknown at this time why the agency did not bring the RPL forward sooner.

BUDGETARY ISSUES

This grant is 100% federal ARRA PSGP funds and requires no state match.

No stimulus funds will be diverted from other Alaska projects.

The AMHS is requesting approval to spend additional stimulus funds received through a competitive grant process. Federal stimulus funds will be expended between FY10 and FY12. There have been no expenditures to date.

There are no current or anticipated future budget impacts for participating in the ARRA PSGP.

Alaska Marine Highway System Ferry Security System Upgrade Investment Justification

Investment Heading: Ferry Security System Upgrade to AMHS M/V Aurora
Port Area: Prince William Sound - Port of Valdez
State: Alaska
Applicant Organization: Alaska DOT & PF - Alaska Marine Highway System (AMHS)
Investment Name: Vessel Security System Upgrade
Investment Amount: \$196,305

I. Background

Primary Point of Contact: Ken Linder - AMHS Company Security Officer
7559 N. Tongass Highway
Ketchikan, AK 99901-9101
Office: (907) 228-7280
Fax: (907) 225-1513
Cell: (907) 209-7499
Email: ken.linder@alaska.gov

Authorizing Official: Captain John F. Falvey - AMHS General Manager
7559 N. Tongass Highway
Ketchikan, AK 99901-9101
Office: (907) 228-7250
Fax: (907) 225-1520
Email: john.falvey@alaska.gov

Infrastructure and Operations: The Alaska Marine Highway System (AMHS) is a 3,500-mile marine transportation system operated by the State of Alaska. It serves thirty-two communities from Bellingham, Washington, to Dutch Harbor, Alaska. With its fleet of eleven ferries, it connects small, remote island and coastal communities to each other as well as to the major road systems in the state. It is literally a "marine highway" and lifeline providing a means for transporting people and vehicles but also regularly bringing produce and goods into and out of these communities via commercial RO-RO container vans transported on the AMHS vessels.

In 2008, the AMHS vessels carried a total of 340,412 passengers and 109,839 vehicles to and from community port facilities it serves with its eleven vessels. While passenger mileage information is not specifically available, the vast distances between ports of call would undoubtedly classify the system as a high passenger mileage mode of surface transportation. Vessel vehicle capacity ranges from 18 to 134 vehicles depending on the vessel and mission.

The AMHS operates in a very unique environment which brings significant challenges in meeting new regulatory security requirements. Due to the high cost of normal operations, the AMHS is heavily subsidized financially by the state and therefore funding for security

provide a deterrent level to those who may plan to do harm to crewmembers, passengers, or the vessel once they are aware they are being watched and recorded.

- ◆ Improvised Explosive Devices - We are working to acquire onboard explosive trace detection equipment that will assist in the detection capability beyond physical screening for the presence of IEDs on the Aurora. The proposed cameras in the new CCTV system will have pan-tilt-zoom controllability and can, therefore, be directed to cover areas of interest or concern, especially at the vessel's car deck. This capability will allow monitoring of suspicious activity and provide opportunity for the crew to detect and confront such activity and thereby deter potential threats to security.
- ◆ PWRMP and FSP - The proposed camera security improvements to the Aurora will strengthen the overall security infrastructure of the vessel under its security plan. Also, the Port of Valdez (and other PWS ports) will be security strengthened by reducing what is now a vulnerability that comes with every vessel approaching or operating within the Port. In other words, strengthening the capability of each vessel to ensure it is not inadvertently being used as a weapon by equipping it to be capable of better detection of suspicious activity onboard and to monitor those activities, not only strengthens the vessels own security effectiveness for the safety of its passengers and crew, but virtually helps harden the port access points which enhances the overall port-wide and vessel security plans' mission.
- ◆ Projected Schedule - Once all grant acceptance obligations, certifications, and special conditions are completed and the notice to proceed is given, work will begin on the engineering and design of the actual camera installation. Preparation of state documents for the solicitation of proposals from qualified design engineering consultants to assess and design the detailed camera installation on the Aurora will begin within 50 days of receipt of the notice to proceed. The procurement of the equipment will be completed by March of 2010 and the actual installation of the cameras will occur during the next ship yard layup scheduled during April of 2010. The camera system will be fully operational by June of 2010 and equipment and warranty service will be completed by June 30, 2012 and grant closure will be completed immediately thereafter.
- ◆ Estimated Job Creation - The total project is estimated to take 1,198 hours of labor which is 7.13 months at eight hours per day. This is equivalent to three full-time laborers each working for 2.38 months. Other indirect job creation occurs as a result of the purchase and shipping of the equipment and supplies for this project.

III Impact

III.A. This project will have direct positive impact on the Aurora by greatly improving its capability to detect, deter, and respond to the potential suspicious activity on or near the vessel. The CCTV camera system provides monitoring of areas of the vessel that contain systems and equipment necessary for the safe control and operation of the vessel. Adding the capability to remotely monitor access to these areas from the manned stations on the vessel provides crewmembers with opportunity they do not now have to detect and intervene should unauthorized access to these areas occur when the area is unmanned. The enhanced

Within 180 days of Notice to Proceed

- ♦ Select qualified equipment and system installer and award contract
- ♦ Coordinate with vessel's shipyard contractor for installation during yard period

Within 240 days of Notice to Proceed

- ♦ Ship purchase equipment to staging point near selected vessel shipyard
- ♦ Contact software program provider and develop schedule for software installation

Within 300 days of Notice to Proceed

- ♦ Complete installation and testing of CCTV camera system - prepare for vessel's return to service after shipyard lay up

Within 3 years of Notice to Proceed

- ♦ Grant closeout

2009 ARRA PSGP Ferry Grant - AMHS

Security Upgrades to the M/V Aurora - Budget Detail

Page 1 of 2

Personnel

Company Security Officer

A - Salary	3,615	3,615
B - Benefits	1,808	1,808
		5,423

Total Personnel and Benefits **\$5,423**

Project management and grant maintenance and administration time is estimated at 9% of time - benefits based on standard average of 50% of pay classification rate

Travel

AMHS Project Coordinator

Onsite Ship Check w Consultant for System Design/Operation	1,350
Car rental, lodging, per diem	980
	2,330

Total Travel Costs **\$2,330**

Travel for AMHS project coordinator to meet with engineering consultant on site at Valdez for assessment of final mounting location of cameras, headend equipment, UPS and remote CCTV monitor consoles - includes assessment of camera mounting and wiring run issues - travel expenses based on 2 trips - one to Valdez for initial assessment and a second to Seward at the end of the lay up yard period after the installation is completed for full operational check - car rental, lodging, per diem per State of Alaska employee travel statute

Equipment

	# of Units	Cost per Unit	Total Cost
Digital PTZ video camera with all-weather dome	13	3,400	44,200
Video Recorder and Archive System & Switch	1	5,550	5,550
Power Backup System and Line Conditioner	1	2,230	2,230
CCTV Computer Monitor Workstation	3	1,174	3,522
Additional lighting fixtures	4	325	1,300
Camera System Signage	10	34	340
			57,142

Total Equipment Costs **\$57,142**

This provides for purchase of the equipment and system components but does not cover installation supplies such as conduit, cable, wire, brackets, bulkhead penetration seals, hangers, and other installation hardware, etc. also provides additional lighting for camera surveillance areas and camera awareness system signage

2009 ARRA PSGP Ferry Grant - AMHS

Page 2 of 2

Supplies

CCTV Conduit, Cable/Wiring and Installation Supplies

4,250

Total Supplies Cost **\$4,250**

Provides wire/cable connection system for multi-bukhead penetration and seal to link all cameras to the server, swithces, and power supplies for operation of the camera system

Consultants/Contracts

Engineering, Design Drawings, Contract Management
Installation of CCTV Cameras and System

25,500

79,500

105,000

Total Supplies Cost **\$105,000**

Provides for the initial design and project management to completion - also covers shipyard installation of cameras, new cable runs through bulkheads, UPS, CCTV monitor consoles, headend rack with recording server

Other Costs

ISSM Camera Software Program	13	325	4,225
Software program installation, setup, training	1	9,450	9,450
Shipping costs for equipment and supplies	5	100	500
			14,175

Total Other Costs **\$14,175**

Provides for onsite manufacuturer's certified training for crewmembers - CCTV program software licenses - shipping costs for equipment and supplies

Sub Total Project Cost **\$188,320**

Indirect Costs

State Procurement Processing (ICAP)

7,985

Total Indirect Costs **\$7,985**

The state of Alaska has established an Indirect Cost Allocation Plan (ICAP) with rates that apply to various types of federally funded projects. The rates are set for various categories of projects that are partially or wholly federally funded. The rate of 4.24% has been applied to this project and documentation of federal approval is attached.

Total Project Cost **\$196,305**



Department of Homeland Security, FEMA
Grant Programs Directorate

September 29, 2009

Washington, D.C. 20531

Mr. John Falvey
AK Dept of Transportation & Public Facilities, Alaska Marine Highway System
7559 North Tongass Highway
Ketchikan, AK 99901

Dear Mr. Falvey:

I am pleased to inform you that the Grant Programs Directorate has approved the application for funding under the American Recovery and Reinvestment Act Port Security Grant Program (ARRA PSGP) in the amount of \$195,965 for AK Dept of Transportation & Public Facilities, Alaska Marine Highway System. As part of the Department of Homeland Security's (DHS) Infrastructure Protection Activities (IPA), the ARRA PSGP is an important component of a coordinated, national effort to strengthen the security of America's critical infrastructure.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Kathleen Baker, Program Manager at (202) 746-5652;
- Financial and Payment Questions, Grants Management Division (GMD) at (866) 927-5646, or send an email to ask-GMD@dhs.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Timothy W. Manning
Deputy Administrator, National Preparedness Directorate

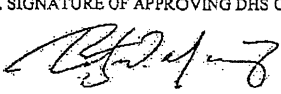
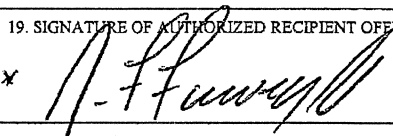
Enclosures



Department of Homeland Security FEMA
Grant Programs Directorate

Grant

PAGE 1 OF 5

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) AK Dept of Transportation & Public Facilities, Alaska Marine Highway System 7559 North Tongass Highway Ketchikan, AK 99901		4. AWARD NUMBER: 2009-PU-R1-0210	
		5. PROJECT PERIOD: FROM 09/01/2009 TO 08/31/2012 BUDGET PERIOD: FROM 09/01/2009 TO 08/31/2012	
		6. AWARD DATE 09/29/2009	7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 926001195		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE American Recovery and Reinvestment Act Port Security Grant Program (ARRA PSGP)		10. AMOUNT OF THIS AWARD \$ 195,965	
		11. TOTAL AWARD \$ 195,965	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under Section 102 of the Maritime Transportation Security Act of 2002 (P.L. 107-295), as amended, 46 U.S.C. 70107; appropriated by American Recovery and Reinvestment Act of 2009, P.L. 111-5			
15. METHOD OF PAYMENT PARS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING DHS OFFICIAL Timothy W. Manning Deputy Administrator, National Preparedness Directorate		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL John Falvey General Manager, Alaska Marine Highway System	
17. SIGNATURE OF APPROVING DHS OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL * 	19A. DATE 10-7-09
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT 1 R PU 10 00 00 195965		21. PU09V40191	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Homeland Security
FEMA
Grant Programs Directorate

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2009-PU-R1-0210

AWARD DATE 09/29/2009

SPECIAL CONDITIONS

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements


1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. All other grant policy terms and conditions contained in applicable Department of Homeland Security (DHS) Grant Policy Statements apply unless they conflict or are superseded by the following terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements below. Recipients are responsible for contacting their grant managers for any needed clarifications. Sub-awards include sub-grants and sub-contracts issued for this award.

x 
10-7-09



Department of Homeland Security
FEMA
Grant Programs Directorate

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 5

PROJECT NUMBER 2009-PU-R1-0210

AWARD DATE 09/29/2009

SPECIAL CONDITIONS

4. This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

5. Recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless DHS waives the application of this provision. (ARRA Sec. 1605)
6. Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)
7. Each recipient or sub-recipient awarded funds made available under the ARRA shall promptly refer to the DHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (ARRA Sec. 1553) The DHS Office of Inspector General can be reached at <http://www.oig.Department.gov/fraud/hotline/>
8. Recipients must require that first tier sub-recipients begin planning activities, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR) no later than the first time ARRA data requirements are due.

x *[Signature]*
10-2-09



Department of Homeland Security
FEMA
Grant Programs Directorate

**AWARD CONTINUATION
SHEET**
Grant

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PROJECT NUMBER 2009-PU-RI-0210

AWARD DATE 09/29/2009

SPECIAL CONDITIONS

9. To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

10. Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds.
11. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
12. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2009 ARRA Port Security Grant Program guidance and application kit.
13. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until a Budget Review is completed and approved by the Grants Management Division (GMD) and an official notice has been issued removing this special condition.
14. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until all applicable programmatic documents, including MOUs and MOAs as needed, are provided to and approved by the program office and an official notice has been issued removing this special condition.

[Handwritten signature]
10-7-09



Department of Homeland Security
FEMA
Grant Programs Directorate

**AWARD CONTINUATION
SHEET**
Grant

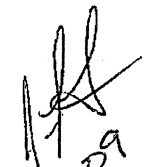
PAGE 5 OF 5

PROJECT NUMBER 2009-PU-RJ-0210

AWARD DATE 09/29/2009

SPECIAL CONDITIONS

15. Radiological detection equipment must be compliant with applicable national guidelines adopted by the U.S. Department of Homeland Security, including ANSI N3.23B-2003, ANSI N42.32-2003, ANSI N42.33-2003, and ANSI N42.35-2004.
16. The recipient agrees that all allocations and use of the funds under this grant will be in accordance with the current version of 2 CFR Part 176 and any updates hereafter.
17. All recipients must register at www.FederalReporting.gov prior to fulfilling their reporting obligations.

x 
10-7-09



Department of Homeland Security, FEMA

Grant Programs Directorate

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Adria Martinez, GPD EHP Liaison

Subject: Incorporates NEPA Compliance in Further Developmental Stages for AK Dept of Transportation & Public Facilities, Alaska Marine Highway System

The recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.



Department of Homeland Security
FEMA
Grant Programs Directorate

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2009-PU-R1-0210

PAGE 1 OF 1

This project is supported under Section 102 of the Maritime Transportation Security Act of 2002 (P.L. 107-295), as amended, 46 U.S.C. 70107; appropriated by American Recovery and Reinvestment Act of 2009, P.L. 111-5

1. STAFF CONTACT (Name & telephone number)

Kathleen Baker
(202) 746-5652

2. PROJECT DIRECTOR (Name, address & telephone number)

Ken Linder
Company Security Officer
7559 North Tongass Highway
Ketchikan, AK 99901
(907) 228-7280

3a. TITLE OF THE PROGRAM

ARRA PSGP

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

American Recovery and Reinvestment Act Port Security Grant Program (ARRA PSGP)

5. NAME & ADDRESS OF GRANTEE

AK Dept of Transportation & Public Facilities, Alaska Marine
Highway System
7559 North Tongass Highway
Ketchikan, AK 99901

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 09/01/2009 TO: 08/31/2012

8. BUDGET PERIOD

FROM: 09/01/2009 TO: 08/31/2012

9. AMOUNT OF AWARD

\$ 195,965

10. DATE OF AWARD

09/29/2009

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

Through this accord, the ADOT/PF - Alaska Marine Highway System will use grant funding in the amount of \$195,965 from the American Recovery and Reinvestment Act Port Security Grant Program (ARRA PSGP) for costs related to enhancing the Nation's port and maritime infrastructure to prevent, protect, respond to, and recover from threats or acts of terrorism. Projects will be determined by the cooperative agreement and grant award processes. These funds are intended to create a sustainable, risk-based effort for the protection of critical port infrastructure from terrorism, especially explosives and non-conventional threats that would cause major disruption to commerce and significant loss of life.

Project 1: Vessel Security System Upgrade is approved for funding in the amount of \$195,965. Not funding signage.

Department of Transportation and Public Facilities

Subject of RPL: : Federal Contingency Projects	ADN/RPL #: 25-0-7564
Amount Requested: \$500,000	Appropriation Authority: Sec. 1, Ch. 15, SLA 2009, Page 22, Lines 23-24
Funding Source: Federal Stimulus: ARRA 2009 - Capital	Statutory Authority: AS 19.05.030 and 44.42.020

The Department of Transportation and Public Facilities (DOT&PF) requests \$500,000 in ARRA 2009 federal funding for the purpose of contingency during the closing days of ARRA 2009 transportation funding process.

PURPOSE

To avoid the outcome of losing funds, the department is requesting a small amount of contingency authority to reuse any ARRA funds made available by the de-obligation process. This contingency authority would allow any released funds to be used as a partial source of funds for any eligible federal-aid project that can meet the time and eligibility restrictions. Since we do not know at this time the timing, amount of any de-obligations, nor do we know the exact schedule of any regular federal aid projects, the surest means to lock these funds up is to request contingency authority.

BACKGROUND

The one year deadline for obligating ARRA transportation funds is March 2, 2010. DOT&PF has met this deadline, as of February 5 and has “obligated” 100% of all transportation ARRA funds. A total of \$265 million of ARRA funds was allocated to 51 separate projects (31 highway, 8 aviation and 12 transit). However, this is not the end of the funding process as some ARRA funds may need to be reallocated under the following rules.

After March 2, 2010, any de-obligated ARRA funds must be re-obligated to another project within 60 days of de-obligation. Further, the funds must be used on a project that meets the eligibility of the specific class of funds de-obligated. (ARRA funds for highways and bridges come in four categories, including Anchorage Metropolitan Area Transportation Solutions, transportation enhancements, less than 5,000 population and a generic State category.)

The two likely reasons for de-obligation are either:

Agency Contact: Laura Baker, 465-8974

Legislative Finance Contact: Rob Carpenter, 465-5413

1. Low bids under the initial estimate. In such cases, once the contract is awarded, the department must de-obligate any funds made surplus by the successful bidder being under the department's estimate.
2. De-obligations upon project closeout. Once a project is completed, the final costs are identified and unneeded funding is released (de-obligated) from the project.

De-obligations from these two sources are likely to be relatively small (from a few thousand dollars, to perhaps a few hundred thousand dollars). The amounts involved will likely not be sufficient to fully fund a separate project. Rather, the surplus funding must be applied to an eligible regular federal-aid project which is proceeding to the obligation step in the same time frame that the de-obligated ARRA funds must be used.

Adding the step of individual authorization to use these released ARRA funds in such tight time windows will likely result in the loss of funds to another state. After 60 days, the de-obligated funds will be swept by U.S. DOT and reallocated to states that are ready to accept such funds.

PREVIOUS LEGISLATIVE CONSIDERATION

Sec. 1, Ch. 15, SLA 2009, Page 22, Lines 23-24, Federal Contingency Projects - \$25,000,000.

TIMING ISSUES

After March 2, 2010, any de-obligated ARRA funds must be re-obligated to another project within 60 days of de-obligation.

BUDGETARY ISSUES

After September 30, 2010, any de-obligated funds not put to another project will be swept and thereafter no further de-obligations will return to the state of origin.

Legislative Fiscal Analyst Comment: This RPL is expected to be the final step to ensure maximum use of ARRA stimulus authorization for transportation capital projects.

This funding may be more appropriately tied to the "catch-all" ARRA appropriation in the Governor's Office. That appropriation has been used for several DOPTF RPL projects to this point. The project back-up for the Federal Contingency Projects allocation does not entirely support use of that authorization as the basis for this RPL. If the Committee wishes to modify the cite for statutory authority, the correct citation is Sec. 4, Ch. 17, SLA 2009, Page 7, Lines 25-30.

University of Alaska

Subject of RPL Combined request for ARRA Funding	ADN/RPL #: 45-0-1139
Amount Requested: \$4,630,790	Appropriation Authority: Sec. 4, Ch. 17, SLA 2009, Page 9, Lines 12-16
Funding Source: Federal Stimulus: ARRA 2009 – Capital	Statutory Authority: AS 14.40.40

PURPOSE

The requested federal stimulus receipt authority will allow the University of Alaska to accept the following awards:

DOE: Validation of Innovative Exploration Techniques Pilgrim Hot Springs, Alaska in the amount of \$4,616,879 for the period 01/29/2010 through 01/31/2012, award DE-EE0002846.

USGS: The Mobility Assignment: Characterization of Volcanic Deposits During Recent Alaskan Eruptions in the amount of \$13,911 for the period 01/01/2010 through 9/30/2011, award 10ARRAV047.

PREVIOUS LEGISLATIVE CONSIDERATION

The projects were not previously considered. They are new multi-year federal awards received after January 14, 2010 and have not been requested as part of the University's budget.

TIMING ISSUES

On February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act of 2009, which authorized short-term federal spending, designed to stimulate the American economy. Federal stimulus receipt authority was not included in the FY10 budget because ARRA funding was not available for application until February 17, 2009.

BUDGETARY ISSUES

This project is directly aligned with the University of Alaska's long term plans and missions for the University of Alaska Fairbanks: "The University of Alaska Fairbanks, the nation's northernmost Land, Sea and Space Grant University and international research center, advances and disseminates knowledge through teaching, research and public service with an emphasis on Alaska, the circumpolar North and their diverse peoples. UAF – America's Arctic University – promotes academic excellence, student success and lifelong learning".

Agency Contact: Michelle Rizk, (907) 450-8187

Legislative Finance Contact: Danith Watts, (907) 465-5435

No State General Funds will be used, nor is any match required. The federal stimulus funds will be expended during the period FY10 through FY12. This request adds an additional \$4,630,790 to the University's existing federal economic stimulus authority for competitive, discretionary, and incentive grants capital project appropriation contained within Sec. 4, Ch. 17, SLA 2009.

A copy of the award documents and budgets for these projects are attached.

***Legislative Fiscal Analyst Comment:* This RPL requests approval to spend additional stimulus funds received through a competitive process; no stimulus funds will be diverted from other Alaska projects and no general funds are required. As of February 1, 2010, the University of Alaska has a total of 36 Competitive ARRA proposals totaling \$68.1 million.**

University of Alaska
American Recovery and Reinvestment Act 2009 Funding Authority

ARRA Award #	Title	RPL#	Authority	Agency	Campus	Amount	Start Date	End Date
DE-EE0002846	Validation of Innovative Exploration Techniques Pilgrim Hot Springs, Alaska	45-0-1138	02/25/10	DOE	UAF	4,616,879	1/29/2010	1/31/2012
10ARRAV047	The Mobility Assignment: Characterization of Volcanic Deposits During Recent Alaskan Eruptions	45-0-1138	02/25/10	USGS	UAF	13,911	1/1/2010	9/30/2011
						<u>4,630,790</u>		

NOT SPECIFIED /OTHER

ARRA
Stimulus Funds

ASSISTANCE AGREEMENT

1. Award No. DE-EE0002846		2. Modification No.	3. Effective Date 01/29/2010	4. CFDA No. 81.087
5. Awarded To UNIVERSITY OF ALASKA FAIRBANKS Attn: MAGGIE GRISCAVAGE GRANTS AND CONTRACTS ADMINISTRATION PO BOX 757880 FAIRBANKS AK 997757880		6. Sponsoring Office Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401		7. Period of Performance 01/29/2010 through 01/31/2012
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority 111-5, Recovery Act (2009) 109-58, Energy Policy Act (2005)		10. Purchase Request or Funding Document No. 10EE001957	
11. Remittance Address UNIVERSITY OF ALASKA FAIRBANKS Attn: MAGGIE GRISCAVAGE GRANTS AND CONTRACTS ADMINISTRATION PO BOX 757880 FAIRBANKS AK 997757880		12. Total Amount Govt. Share: \$4,616,879.00 Cost Share : \$53,234.00 Total : \$4,670,113.00		13. Funds Obligated This action: \$4,616,879.00 Total : \$4,616,879.00
14. Principal Investigator Gwen Holdmann Phone: 907-590-4577	15. Program Manager Eric K. Hass Phone: 303-275-4728		16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393	
17. Submit Payment Requests To OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831		18. Paying Office		19. Submit Reports To
20. Accounting and Appropriation Data TAS - Recovery EGS Demos - Grants and Agreements				
21. Research Title and/or Description of Project RECOVERY ACT: VALIDATION OF INNOVATIVE EXPLORATION TECHNIQUES PILGRIM HOT SPRINGS, ALASKA				
For the Recipient		For the United States of America		
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer <i>Stephanie N. Carabajal</i>		
23. Name and Title	24. Date Signed	26. Name of Officer Stephanie N. Carabajal		27. Date Signed 01/22/2010

NOT SPECIFIED /OTHER

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EE0002846ARRA
Stimulus Funds
2

NAME OF OFFEROR OR CONTRACTOR

UNIVERSITY OF ALASKA FAIRBANKS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 615245164</p> <p>"Electronic signature or signatures as used in this document means a method of signing an electronic message that--</p> <p>(A) Identifies and authenticates a particular person as the source of the electronic message;</p> <p>(B) Indicates such person's approval of the information contained in the electronic message; and,</p> <p>(C) Submission via FedConnect constitutes electronically signed documents."</p> <p>The administrative office for this award is 03601.</p> <p>The administrative office code is needed by the recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act).</p> <p>Recipients must report to FederalReporting.gov by the 10th day of each quarter.</p> <p>1. This is a conditional award, comprised of this Assistance Agreement and the Special Terms and Conditions. Upon successful completion of negotiations, this award will be modified to lift its conditional status, to revise the Special Terms and Conditions, and to add additional attachments, such as Attachment 1, Intellectual Property Provisions; Attachment 2, Statement of Project Objectives; Attachment 3, Federal Assistance Reporting Requirements; and Attachment 4, Budget Information - Non Construction Programs.</p> <p>2. The award was prepared using the proposed budget information in the Recipient's application. The Special Terms and Conditions, Provision 1 of the award states DOE will not release the funding obligated by this award until the Awardee submits a full application and subsequently requested supplemental information, the Contracting Officer reviews and approves the Awardee's application and supplemental information, and completion of negotiations. Performance against this award is, therefore, at the Recipient's own risk, and payments for costs incurred for the Recipient's project will not be made until completion of negotiations.</p> <p>Continued.....</p> <p>3. A representative of the DOE office will</p>				

NOT SPECIFIED /OTHER

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EE0002846ARRA
Stimulus Funds
3

NAME OF OFFEROR OR CONTRACTOR

UNIVERSITY OF ALASKA FAIRBANKS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>contact the Recipient to request additional and/or revised information needed to supplement and clarify the Recipient's application, to complete the negotiations of an amended award.</p> <p>DOE Award Administrator: Melissa Jacobi E-mail: melissa.jacobi@go.doe.gov Phone: (303) 275-6042</p> <p>Recipient Business Officer: Maggie Griscavage E-mail: fygrcon@uaf.edu Phone: (907) 474-7301 ASAP: NO Extent Competed: COMPETED Davis-Bacon Act: YES Payment: OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831</p> <p>Fund: 05794 Appr Year: 2009 Allottee: 31 Report Entity: 200835 Object Class: 41010 Program: 1005101 Project: 2004200 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331</p>				

JULY 2004

NOT SPECIFIED /OTHER

SPECIAL TERMS AND CONDITIONS

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SPECIAL TERMS AND CONDITIONS

1. CONDITIONAL AVAILABILITY OF FUNDS

- a. Notwithstanding the obligation of funds shown on the Assistance Agreement Cover Page, the parties hereby agree that the availability of funds to the Awardee for payment of costs incurred by the Awardee is conditioned upon the Awardee's submission of a full application and any subsequently requested supplemental information, the Contracting Officer's review and approval of the Awardee's application and supplemental information, and completion of negotiations. No funds, therefore, shall be made available to the Awardee for payment, and DOE does not guarantee or assume any obligation to reimburse costs incurred by the Awardee during the negotiation process.
- b. When the parties have completed negotiations of all terms and conditions for this award, the Contracting Officer will issue an amendment to this award making available the obligated amount for payment in accordance with the payment provisions contained in the Special Terms and Conditions. The Awardee may then receive payment for allowable costs incurred or recognize costs incurred toward cost share requirements, as applicable, in accordance with the negotiated payment provisions.
- c. Failure by the Recipient to provide an application and any subsequently requested supplemental documentation which is acceptable to the Contracting Officer, or failure to complete negotiations will be deemed noncompliance pursuant to 10 CFR 600.24. Based on such noncompliance, the Contracting Officer may unilaterally terminate or suspend this award. In such case, the Awardee shall not be reimbursed for costs incurred at the Awardee's risk, as described in Paragraph a. above.

2. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

3. AWARD AGREEMENT TERMS AND CONDITIONS

- a. This award consists of the Assistance Agreement Cover Page, plus the following:
 - 1) Special Terms and Conditions.
 - 2) Applicable program regulations.
 - 3) DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.
 - 4) If the award is for research and the award is for a university or non-profit, the Research Terms & Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp> apply.
 - 5) Application/proposal as approved by DOE.

- 6) National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.
- b. When the parties have completed negotiations of all final special terms and conditions for this award, the Contracting Officer will issue an amendment and the following documents will be added to the award:
- 1) Special Terms and Conditions.
 - 2) Attachments:

Attachment Number	Title
1.	Intellectual Property Provisions
2.	Statement of Project Objectives
3.	Federal Assistance Reporting Checklist and Instructions
4.	Budget Pages (SF 424A)

4. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award.

Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

5. AWARD PROJECT PERIOD

The Project Period for this award is shown in the Assistance Agreement, Block 7, Period of Performance. The Project Period may be amended upon completion of negotiations.

6. INTELLECTUAL PROPERTY PROVISIONS

The intellectual property provisions applicable to this award will be incorporated by reference or included as Attachment 1 to the amended award, upon completion of negotiations.

7. COST SHARE

- a. The Federal funds currently obligated on this award are shown in the Assistance Agreement, Blocks 12 and 13. The Federal funds and Recipient cost share may be amended upon completion of negotiations.
- b. Total Estimated Project Cost is the sum of the Federal Government share and Recipient share of the estimated project costs. The Recipient's cost share must come from non-Federal sources unless otherwise allowed by law. By accepting Federal funds under this award, you agree that you are liable for your percentage share of total allowable project

costs, on a budget period basis, even if the project is terminated early or is not funded to its completion.

- c. If you discover that you may be unable to provide cost sharing that is required upon completion of negotiations, the Recipient should immediately provide written notification to the DOE Award Administrator, indicating whether the Recipient will continue or phase out the project. If the Recipient plans to continue the project, the notification must describe how replacement cost sharing will be secured.
- d. The Recipient must maintain records of all project costs that you claim as cost sharing, including in-kind costs, as well as records of costs to be paid by DOE. Such records are subject to audit.
- e. Failure to provide the cost sharing required by this Article may result in the subsequent recovery by DOE of some or all the funds provided under the award.

8. REPORTING REQUIREMENTS

- a. Requirements. The reporting requirements for this award will be identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, and become Attachment 3 to an amended award upon completion of negotiations. (A sample checklist may be found at the following link:
<http://www.management.energy.gov/documents/DOEF46002PolicyVersion.pdf>.)

Failure to comply with the reporting requirements will be considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

- b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).
- c. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

9. PAYMENT PROCEDURES

- a. Method of Payment. Payment will be made by reimbursement through the Automated Clearinghouse (ACH) method of payment.
- b. Requesting Reimbursement. Requests for reimbursements must be made electronically through Department of Energy's Oak Ridge Financial Service Center (ORFSC) ACH Vendor Inquiry Payment Electronic Reporting System (VIPERS). To access and use VIPERS, you must enroll at <https://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll are provided on the web site.

For non-construction awards, you must submit a Standard Form (SF) 270, "Request for Advance or Reimbursement," at <https://finweb.oro.doe.gov/vipers.htm> and attach a file containing appropriate supporting documentation. The file attachment must show the total Federal share claimed on the SF 270, the non-Federal share claimed for the billing period if cost sharing is required, and cumulative expenditures to date (both Federal and non-Federal) for each of the following categories: salaries/wages and fringe benefits; equipment; travel; participant/training support costs, if any; other direct costs, including subawards/contracts; and indirect costs. For construction awards, you must submit a SF 271, "Outlay Report and Request for Reimbursement for Construction Programs," through VIPERS.

- c. Timing of submittals. Submittal of the SF 270 or SF 271 should coincide with your normal billing pattern, but not more frequently than every two weeks. Requests for reimbursement must be limited to the amount of disbursements made during the billing period for the Federal share of direct project costs and the proportionate share of any allowable indirect costs incurred during that billing period.
- d. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.
- e. Payments. The DOE approving official will approve the invoice as soon as practical, but not later than 30 days after your request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the DOE approving official, the ORFSC will disburse payment to you. You may check the status of payments at the VIPER web site. All payments are made by electronic funds transfer to the bank account identified on the ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881) that you filed.

10. REBUDGETING AND RECOVERY OF INDIRECT COSTS

- a. If actual allowable indirect costs are less than those budgeted and funded under the award, the Awardee may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share

of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, the Awardee must refund the difference.

- b. Awardees are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the Awardee must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

11. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

- a. The Awardee shall immediately notify the DOE Administrator identified on the Assistance Agreement Cover Page of the occurrence of any of the following events: (i) the Awardee, or the Awardee's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) the Awardee's consent to the institution of an involuntary case under the Bankruptcy Act against the Awardee or its parent; (iii) the filing of any similar proceeding for or against the Awardee or its parent, or its consent to, the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Awardee, under any other applicable state or federal law; or (iv) the Awardee's insolvency due to its inability to pay its debts generally as they become due.
- b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph (a); (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.
- c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of the award to determine the Awardee's compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If a DOE review determines that there are significant deficiencies or concerns with the Awardee's performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change the Awardee payment method; or (ii) institute payment controls.
- d. Failure of the Awardee to comply with this provision may be considered by the Contracting Officer to be a material noncompliance of this financial assistance award.

12. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

The Awardee and any of its subawardees are restricted from taking any action using Federal funds, which would have an adverse affect on the environment or limit the choice

of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project. If the Awardee moves forward with activities that are not authorized by the Contracting Officer for federal funding by the DOE under this award, in advance of negotiations, to include DOE initiating the NEPA process, the Awardee is doing so at risk of deobligation of federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, the Awardee must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

13. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

14. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Awardee must provide, and must require its subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the DOE and any other government representatives in the performance of their duties. All site visits and evaluations will be performed in a manner that does not unduly interfere with or delay the work.

15. PUBLICATIONS

- a. The Awardee is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

16. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

The Awardee must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

17. LOBBYING RESTRICTIONS

By accepting funds under this award, the Awardee agrees that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

18. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

19. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection,

and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment

benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.)

G. Reserved.

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

If the Recipient is a State Government, the following paragraphs apply:

Certification by Governor -- Not later than April 3, 2009, for funds provided to any State or

agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

20. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

21. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

After completion of negotiations, this provision may be revised.

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

None.

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the

cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act*. (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or

relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

22. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for

Grants and Agreements” and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at

<http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

23. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

After completion of negotiations, this provision may be revised.

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal

agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

24. DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

After completion of negotiations, this provision may be revised.

Definitions: For purposes of this provision, "Davis Bacon Act and Contract Work Hours and Safety Standards Act," the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided* that the employer's

payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs

anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's

level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in (a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this

Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or

subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(d) Rates of Wages

After completion of negotiations, this provision may be revised.

The minimum wages to be paid laborers and mechanics under this award involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are found at <http://www.wdol.gov/>, by clicking on "Selecting DBA WDs". The Wage Determination Number(s) and General Decision Number(s) specific to this award are found below. These wage rates are minimum rates and are not intended to represent the actual wage rates that the Contractor may have to pay.

CONSTRUCTION TYPE	WAGE DETERMINATION NUMBER	GENERAL DECISION NUMBER
Building	TBD	TBD
Highway	TBD	TBD
Residential	TBD	TBD

ARRA Stimulus Funds

OF 69 # (Rev. 2-89)

U.S. Office of Personnel Management
FPM Chapter 334

Assignment Agreement

Title IV of the Intergovernmental Personnel Act of 1970 (5 U.S.C. 3371 - 3376)

INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

Within 30 days of the effective date of the assignment, two copies of this form must be sent to:

U.S. Office of Personnel Management
Personnel Mobility Program
Staffing Operations Division/CEG
1900 E Street, NW
Washington, D.C. 20415

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff of the Personnel Mobility Programs in the U.S. Office of Personnel Management.

Copies of the completed and signed agreement should be retained by each signatory.

PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT

1. Check Appropriate Box

☒ New Agreement

☐ Modification

☐ Extension

PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle)

Larsen, Jessica

3. Social Security Number

4. Home Address (Street, City, State, ZIP Code)

1270 Upland Drive, Fairbanks, AK 99709

5. A. Have you ever been on a mobility assignment?

☐ YES

☒ NO

5. B. If "YES", date of each assignment (Month and Year)

From

To

PART 3 - PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)

U.S. Geological Survey, Alaska Volcano Observatory

7. State or Local Government (Identify the governmental agency)

8. Is assignment being made through a faculty fellows program? If "YES", give name of the program.

☐ YES

☒ NO

PART 4 - POSITION DATA

A - Position Currently Held

9. Employment Office Name and Address (Street, City, State and ZIP Code)

Geophysical Institute
University of Alaska Fairbanks
903 Koyukuk Drive
Fairbanks, AK 99775

10. Employee's Position Title

Research Associate Professor

11. Office Telephone Number

(Include the Area Code)
(907)474-7992

12. Immediate Supervisor (Name and Title)

Roger Smith, Director, Geophysical Institute

B - Type of Current Appointment

13. Federal Employees (Check appropriate box.)

☐ Career Competitive

☐ Other (Specify):

Grade Level

14. State and Local Employees

State or Local Annual Salary

N/A

Original Date Employed by the State or Local Government (Month, Day, Year)
1/1/1999

C - Position To Which Assignment Will Be Made

15. Employment Office Name and Address (Street, City, State and ZIP Code)

U.S. Geological Survey, Alaska Volcano Observatory,
4210 University Drive
Anchorage, AK 99508 USA

16. Assignee's Position Title

Research Geologist

17. Office Telephone Number

(Include the Area Code)
(907)786-7497

18. Immediate Supervisor (Name and Title)

Tom Murray

Previous edition is usable

PART 5 - TYPE OF ASSIGNMENT

<p>19. Check Appropriate Boxes</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> On detail from a Federal agency</td> <td><input type="checkbox"/> Full Time</td> </tr> <tr> <td><input type="checkbox"/> On leave without pay from a Federal agency</td> <td><input type="checkbox"/> Part Time</td> </tr> <tr> <td><input checked="" type="checkbox"/> On detail to a Federal agency</td> <td><input checked="" type="checkbox"/> Intermittent</td> </tr> <tr> <td><input type="checkbox"/> On appointment in a Federal agency</td> <td></td> </tr> </table>	<input type="checkbox"/> On detail from a Federal agency	<input type="checkbox"/> Full Time	<input type="checkbox"/> On leave without pay from a Federal agency	<input type="checkbox"/> Part Time	<input checked="" type="checkbox"/> On detail to a Federal agency	<input checked="" type="checkbox"/> Intermittent	<input type="checkbox"/> On appointment in a Federal agency		<p>20. Period of Assignment (Month, Day, Year)</p> <table style="width: 100%;"> <tr> <td style="text-align: center;">From</td> <td style="text-align: center;">To</td> </tr> <tr> <td style="text-align: center;">1/1/2010</td> <td style="text-align: center;">9/30/2011</td> </tr> </table>	From	To	1/1/2010	9/30/2011
<input type="checkbox"/> On detail from a Federal agency	<input type="checkbox"/> Full Time												
<input type="checkbox"/> On leave without pay from a Federal agency	<input type="checkbox"/> Part Time												
<input checked="" type="checkbox"/> On detail to a Federal agency	<input checked="" type="checkbox"/> Intermittent												
<input type="checkbox"/> On appointment in a Federal agency													
From	To												
1/1/2010	9/30/2011												

PART 6 - REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

The USGS Alaska Volcano Observatory is working to characterize and document volcanic deposits produced during the recent eruptions of Redoubt (2009) and Augustine (2006) volcanoes. This includes elemental analysis of mineral and glass phases in rock and ash samples. Dr. Larsen has extensive experience in acquiring and interpreting data from microbeam techniques, including electron probe microanalysis and FTIR spectroscopy. Larsen and students will analyze Redoubt and Augustine samples with these instruments at the Advanced Instrumentation Laboratory at the University of Alaska Fairbanks. The resulting data will be used to ascertain the magmatic storage conditions that were in effect prior to the eruptions - information that can be directly tied to geophysical data collected at the time. This work will inform scientists during the next periods of unrest at these and other active Alaskan volcanoes. At the end of this assignment, we anticipate continued collaboration with Dr. Larsen and the Advanced Instrumentation Laboratory.

This assessment is being funded with ARRA funding allocated to Task 1.3 Alaska Volcano Observatory with the Volcano ARRA project RA0200V, account number RA02-00V13.

PART 7 - POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment.

In collaboration with the USGS, Dr. Larsen and students will prepare rock samples from Redoubt and Augustine for microanalysis and perform analyses of mineral and glass phases using the electron microprobe and the Fourier Transform Infrared (FTIR) spectrometer at the Advanced Instrumentation Laboratory at the University of Alaska Fairbanks (UAF). Resulting data will be provided in tabular format for use in current thermodynamic models to determine pre-eruptive magmatic conditions such as temperature, pressure, volatile content, and depth. This assignment will be intermittent over the period from 1/1/2010 to 9/30/2011 and will include Dr. Larsen's detail to the USGS office in Anchorage, and Larsen and students under her direction working cooperatively with USGS colleagues from UAF.

PART 8 - EMPLOYEE BENEFITS

<p>23. Rate of Basic Pay During Assignment</p> <p>See attached budget</p>	<p>24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)</p> <p>N/A</p>
---	--

25. Leave Provisions (Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave.

N/A

PART 9 - FISCAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations (if paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)

USGS will reimburse UAF for operating expenses (UAF microprobe hourly rate) and overhead during the mobility assignment as shown in the attached budget. USGS will be responsible for all allowable, allocatable, and reasonable costs related to this assignment. This agreement is subject to the availability of appropriate funds and if additional work is required, this amount will be renegotiated at the time of the agreement modification.

27. State or Local Government Agency Obligations

UAF will continue to pay the employees' salary and benefits during the mobility assignment. UAF will present quarterly invoices to the USGS for operating expenses as specified in the attached budget.

Invoices will be sent to:

U.S. Geological Survey

Volcano Science Center

1300 SE Cardinal Court, Suite 100

Vancouver, WA 98683 USA

attn: Kimberly Cornwall

Reference Requisition no: IOARRAV047

UAF will:

Continue Dr. Larsen's participation in all pension and benefit programs. Continue to provide payroll services including deductions for taxes, benefits and other recognized services.

PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

☒ 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.

☒ 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

PART 11 - OPTIONS

30. Indicate coverage "N/A", if not applicable.

A. Federal Employees Group Life Insurance

☐ Covered

☒ N/A

B. Federal Civil Service Retirement system or Federal Employees Retirement System

☐ Covered

☒ N/A

C. Federal Employee Health Benefits

☐ Covered

☒ N/A

31. State or Local Agency Benefits (Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.)

Employee will continue to accrue State of Alaska benefits and will remain enrolled in the State compensation and pension programs.

32. Other Benefits (Indicate any other employee benefits to be made part of this agreement)

PART 12 - TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

32. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334 of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

Travel to and from the assignment is authorized. UAF will pay for travel and per diem and be reimbursed by USGS. Travel and per diem shall conform to Federal travel regulation and UAF travel policies.

PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES

34. Check Appropriate Boxes

- ☒ A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- ☒ B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- ☒ C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- ☐ D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- ☐ E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. (For Federal employees only)

PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment (Name of Organization)

4210 University Drive Anchorage AK 99508 (USGS) and 801 K St, Sacramento CA 95814 (CGS)

36. Date (Month, Day, Year)

From 1/1/2010 To 9/30/2011

37. Signature of Assigned Employee

38. Date of Signature (Month, Day, Year)

PART 15 - CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

State or Local Government Agency

39. Signature of Authorizing Officer

41. Date of Signature (Month, Day, Year)

12/18/09

43. Typed Name and Title

Andrew Parkerson-Gray, Director UAF DSP

Federal Agency

40. Signature of Authorizing Officer

41. Date of Signature (Month, Day, Year)

42. Typed Name and Title

Karen Baker, Assoc. Director, Admin. Policy and Services

PRIVACY ACT STATEMENT

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions; to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law agencies, or by State, local, or Federal income

taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

**Budget for IPA Assignment Agreement
and the University of Alaska Fairbanks
FY 2010/2011**

J. Larsen, Research Associate Professor	0 months salary
Total personal services	\$0
Operating expenses and Equipment (OE&E)	
Instrument time (175 hours at \$45/hour)	\$7,875
Travel (1 RT Fairbanks to Anchorage)	\$1,713
Total Personal Services and OE&E	\$9,588
UAF overhead (45.1%)	\$4,324
Total contract amount	\$13,911 -



PROPOSAL ROUTING FORM
(FORM OSP-001)

THIS BOX IS FOR OSP USE ONLY

In: 12/18/09 Out: 12/18/09 Rush ☐
Submitted: 12/18/09 In-Hand ☐
To OGCA: RT RT ☐
Version FY2007 - Replaces All Previous Versions
Complete the Entire Form Per the Instructions
Minimum of five (5) business days for review

(1) The Basics

(a) Proposal S000 13308
(b) Sponsor Due Date: ASAP
(c) Unit Due Date: _____
(d) Unit Proposal Number: GI 10-084
(e) Program Guidelines: ☐ Attached or URL:
Unsolicited ARRA

(2) Project Background Information (a) Title: The Mobility Assignment: Characterisation of Volcanic Deposits

During Recent Alaskan Eruptions

(b) Sponsor: USGS (c) Div./Prog.: _____ (d) Start Date: 01/01/10 (e) End Date: 09/30/11
(f) Sponsor Type: ☒ Federal ☐ State ☐ University/Inst. ☐ Private/Found. ☐ Industry/Corporate
(g) Activity Type: ☒ Organized Research ☐ Training/Instruction
☐ Other Spons. Activity ☐ Off-Campus
(h) Project Type: ☐ NC ☒ NN ☐ PP ☐ RC ☐ RN ☐ RV ☐ XN
(i) Mechanism: ☐ Grant ☒ Contract ☐ CA ☐ RSA
(j) Proposal Format: ☒ Electronic ☐ Paper
(k) Is UAF a Subaward Recipient? ☐ Yes ☒ No
(l) Does the Project Contain Subawards? ☐ Yes ☒ No
Prime Sponsor: _____ Subaward(s) To: _____
(m) Any Equipment Budgeted? ☐ Yes ☒ No
(n) Is Tuition Budgeted for Grad. Students? ☐ Yes ☒ No
(o) Peer Review: ☐ Internal ☐ External
(p) Is Project EPSCoR Related? ☐ Yes ☒ No
(q) Is Project Alaska Specific? ☒ Yes ☐ No
(r) Banner Research Theme Code(s): NA 0708
(s) D-Level Org. Code: D6VOLC (t) Related Proposal in Banner: 50000

(3) Personnel	Last Name	First Name	Phone	Unit	UAF ID#	FTE	E-Class
(a) PI	Larsen	Jessica	7992	GI	30353824	0	F9
(b) Co-I #1							
(c) Co-I #2							
(d) Co-I #3							
(e) Unit Contact	Hussey	Arthur	7562				
(f) Fiscal Officer	Daley	Janet	6041				

(4) Ethics and Regulatory Compliance Check if the project involves any of the following:

(a) ☐ Use of Vertebrates? IACUC# _____
(b) ☐ Research on Human Subjects? IRB# _____
(c) ☐ Use of Radiation, Lasers, or Significant Chemical Hazards?
(d) ☐ Use of Biohazards? LBC# _____
(e) ☐ Potential for Tech. Transfer, Patent, Copyright, Trademark, or Licensing?
(f) ☐ Material Transfer Agreements?
(g) ☐ Potential for Program Income?
(h) ☐ Conflicts of Interest?
(i) ☐ Research Restrictions?
(j) ☐ Import or Export of Data, Goods, or Services? ITSC# _____
(k) ☐ Confidential or Classified Information? ITSC# _____

Pre-Approved for
OGCA Award Setup

(5) Budget Information Any matching/cost sharing (MCS) requires completion of the MCS Form

(a) F&A Rate Percentage: 45.100 %
(b) Indirect Cost Rate Code: FRN451
(c) Distribution Code: FG101
(d) Modified TDC (MTDC) \$ 9,588
(e) Total Direct Costs (TDC) \$ 9,588
(f) F&A Cost Recovery \$ 4,324
(g) Total Sponsor Request \$ 13,912
(h) MCS UAF \$ 0
(i) MCS Third Party \$ 0
(j) MCS Total \$ 0

(6) Project Space Requirements A "Yes" answer on either of these items requires completion of the Space Request Form and consultation with Facilities Services or Campus and Space Planning for budgeting and approval as necessary. Attach any relevant documentation received from Facilities Services or Campus and Space Planning to the proposal.

(a) Project requires new space/construction? ☐ Yes ☒ No (b) Project requires renovation(s) of existing space? ☐ Yes ☒ No

(7) Investigator Certification (If additional signature space is needed, attach another form) Read, Sign, and Date: By signing this form, (1) I agree to accept responsibility for the scientific & ethical conduct of this project and to provide the required progress reports if a grant is awarded as a result of the application; (2) I certify that I am not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from current transactions by any federal department or agency; (3) I agree to be bound by the terms & conditions of the sponsored award agreement which supports this activity; (4) I certify that this proposed project is my original work; (5) I understand & will abide by all UA policies and procedures; (6) I certify that all information provided on this form & on any attached documents related to this application is true, accurate & complete to the best of my knowledge; and (7) that that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

PI: _____ Date: 1/5/10 Co-I: _____ Date: _____
Co-I: _____ Date: _____ Co-I: _____ Date: _____

(8) Unit Approvals Read, Sign, and Date: By signing this form, I certify to the best of my knowledge that: (1) The PI listed is eligible to be a PI per UAF's PI Policy or an exemption has been requested; (2) PI and Co-I workloads are within 100% of effort; (3) Unit resources in this application are available and allocated; (4) All space considerations in the project have been accounted for; and (5) the proposal application and budget are in compliance with sponsor/agency, state, federal, and university policies & regulations.

Lead Unit Dean/Director: Janet Daley for Rm Date: 12/17/09 Fiscal Review: Janet Daley Date: 12/17/09
Coll. Unit Dean/Director: _____ Date: _____ Fiscal Review: _____ Date: _____
Coll. Unit Dean/Director: _____ Date: _____ Fiscal Review: _____ Date: _____

(9) UAF Final Approvals Read, Sign, and Date: By signing this form, I certify that this proposal has been reviewed according to the UAF Uniform Proposal Review Policy, has passed review and to the best of my knowledge meets all applicable sponsor/agency, state, federal, and university policies, regulations, and standards.

OSP Pre-Award Admin.: _____ Date: _____ AOR Approval: CMR Date: 12/18/09

Work Statement

Reason for Mobility Assignment

The USGS Alaska Volcano Observatory is working to characterize and document volcanic deposits produced during the recent eruptions of Redoubt (2009) and Augustine (2006) volcanoes. This includes elemental analysis of mineral and glass phases in rock and ash samples. Dr. Larsen has extensive experience in acquiring and interpreting data from microbeam techniques, including electron probe microanalysis and FTIR spectroscopy. Larsen and students will analyze Redoubt and Augustine samples with these instruments at the Advanced Instrumentation Laboratory at the University of Alaska Fairbanks. The resulting data will be used to ascertain the magmatic storage conditions that were in effect prior to the eruptions - information that can be directly tied to geophysical data collected at the time. This work will inform scientists during the next periods of unrest at these and other active Alaskan volcanoes. At the end of this assignment, we anticipate continued collaboration with Dr. Larsen and the Advanced Instrumentation Laboratory.

This assessment is being funded with ARRA funding allocated to Task 1.3 Alaska Volcano Observatory with the Volcano ARRA project RA0200V, account number RA02-00V13.

Position Description

In collaboration with the USGS, Dr. Larsen and students will prepare rock samples from Redoubt and Augustine for microanalysis and perform analyses of mineral and glass phases using the electron microprobe and the Fourier Transform Infrared (FTIR) spectrometer at the Advanced Instrumentation Laboratory at the University of Alaska Fairbanks (UAF). Resulting data will be provided in tabular format for use in current thermodynamic models to determine pre-eruptive magmatic conditions such as temperature, pressure, volatile content, and depth. This assignment will be intermittent over the period from 1/1/2010 to 9/30/2011 and will include Dr. Larsen's detail to the USGS office in Anchorage and Larsen and students under her direction working cooperatively with USGS colleagues from UAF.

Budget Justification

Salary: PI Larsen will administer the project. Her salary costs will be met by the UAF Geophysical Institute from sources other than the Mobility Assignment.

Travel:

Domestic: 1 trip is requested for travel to Anchorage (at \$330/trip, plus per diem and rental car) for Larsen to work with Michelle Coombs and Allison Payne on the Redoubt 2009 project. Per Diem (meals/incidentals/lodging) is \$194/day for Anchorage per UA Board of Regents regulations. An inflation rate of 10% per year has been included for all airfare.

Other Direct Costs:

The majority of requested funds are for electron microprobe time (175 hours at \$45/hour) to perform the basic analyses of mineral phases within the Redoubt 2009 samples collected by AVO.

Indirect Costs:

Facilities and Administrative (F&A) Costs are negotiated with the Office of Naval Research. The predetermined rate for sponsored research is calculated at 45.1% (FY08 negotiated rate) of Modified Total Direct Costs (MTDC). MTDC includes Total Direct Costs minus tuition and associated fees, scholarships, subaward amounts over \$25,000, and equipment. A copy of the rate agreement is available at:

http://www.alaska.edu/controller/cost-analysis/negotiated_agreements.html.

UNIVERSITY OF ALASKA FAIRBANKS

PROJECT TITLE: RSA: The Mobility Assignment: Characterisation of Volcanic Deposits During Recent Alaskan Eruptions
PI: Jens Ole Larsen
START: 1/1/10
END: 3/30/11

GE 10-884

BAWTR #S000-13308

FY11 END
11/16 20711

GLASSES AND WAGES		FY16		FY17		YEAR 1		YEAR 2	
A. Salaries - Senior Personnel		Hours		Total Project					
Date/Number/Agency	Employee Name	Employee Status	Hourly Wage	Leave Rate	Yearly Increase	Hours	Total Project		
0.00	Jessica Larson	FB - Faculty (UNAC)	\$42.85	1.1%	1.04%	0.0	\$0	\$0	\$0
Total Senior Personnel						0.0	\$0	\$0	\$0
C. FRINGE (STAFF) BENEFITS									
Senior Personnel									
FB - Faculty (UNAC)									
Total Senior Personnel						0.0	\$0	\$0	\$0
TOTAL FRINGE BENEFITS						0.0	\$0	\$0	\$0
TOTAL SALARIES AND BENEFITS						0.0	\$0	\$0	\$0
E. TRAVEL									
1. Domestic Travel									
Description									
Purpose									
Amount									
Rate									
Total Domestic Travel						0.0	\$0	\$0	\$0
TOTAL TRAVEL						0.0	\$0	\$0	\$0
G. CONTRACTUAL SERVICES (OTHER Direct Costs)									
Description									
Contractual Service (Include description)									
Total Other Contractual Svcs						0.0	\$0	\$0	\$0
TOTAL CONTRACTUAL SERVICES						0.0	\$0	\$0	\$0
A. NTDC (Total Costs) (Subtotal P&G)									
B. NTDC (Total Costs) (Subtotal P&G)									
C. Total Costs Exempt from P&G									
D. Total Direct Costs (A+C)									
E. Total Sponsor Request (B+E)									

Michelle Rizk, Associate VP
Budget
(907) 450-8180
(907) 450-8181 fax
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Office of Planning & Budget
SW Administration & Finance
PO BOX 755260
910 Yukon Drive Ste. 108
Fairbanks, AK 99775-5260

February 17, 2010

Steve Hildebrand
Chief Budget Analyst
P.O. Box 110020
Juneau, Alaska 99811

Re: RPL# 45-0-1139

Dear Mr. Hildebrand,

The University of Alaska has received two stimulus awards totaling \$4.6 million that are pending approval of stimulus authority from the LB&A Committee before work may begin (see attached spreadsheet). UA is requesting to be able to amend the RPL to include additional grants that may be received between now and the February 25th LB&A Meeting.

Included within the RPL packet are the award documents for the projects. Please let me know if additional information is necessary.

Sincerely,

Michelle Rizk