

# **INFORMAL REQUEST FOR PROPOSAL 20-082P**

**MATANUSKA-SUSITNA BOROUGH  
PURCHASING DIVISION  
PALMER, ALASKA**



**INFORMAL PROPOSAL DOCUMENTS FOR**

**COORDINATE AND FACILITATE HISTORIC PRESERVATION  
PLAN - PHASE 1**

**CLOSING DATE & TIME: Friday, January 3, 2020 @ 4:00PM**

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**SECTION I**

**INSTRUCTIONS TO PROPOSERS**

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## INSTRUCTIONS TO PROPOSERS

### 20-082P, COORDINATE AND FACILITATE HISTORIC PRESERVATION PLAN - PHASE 1

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#### 01. EXAMINATION OF DOCUMENTS AND SITE

Before submitting a proposal, the Proposer is encouraged to:

- a) Carefully examine and acquaint themselves with all portions of the proposal and specifications.
- b) Fully inform themselves of existing conditions and limitations.
- c) If material required for proposal purposes by these documents is absent, the Proposer is required to notify the Purchasing Officer.
- d) Any interested party submitting a proposal on Matanuska-Susitna Borough (MSB) projects should first review the MSB Debarment/Suspension List. This listing is available off of the MSB Purchasing Division web page. Any submission of a proposal, with participation or involvement of an individual, company, firm or corporation on this list will render the proposal as non-responsible.

#### 02. INTERPRETATION

Should a Proposer find discrepancies in, or omissions from, the drawings or specifications, or be in doubt as to their meaning, they should at once notify the Purchasing Officer who will send written instructions or addenda to all known plan holders. The Purchasing Officer will not be responsible for oral interpretations. **Questions must be received in writing.** Questions received less than five (5) working days before proposal close may not be answered. All addenda issued during the time of proposals shall become part of the Agreement Documents. **Questions or requests for clarifications shall be directed to the Borough's Purchasing Officer. Questions or requests for clarification directed to any other member of the Borough staff, or consultants may be grounds for rejection of proposal as being irregular.** E-mail questions to [purchasing@matsugov.us](mailto:purchasing@matsugov.us) or fax questions to the Purchasing Officer at (907) 861-8617.

#### 03. FORM OF PROPOSAL

Proposals should be submitted in accordance with the Section entitled *Proposal Submission & Evaluation Criteria*.

#### 04. ALTERNATES

Alternate proposals, other than those called for in this solicitation, shall not be considered. The failure of a Proposer to propose upon all alternates called for may cause the rejection of the proposal as irregular.

#### 05. SIGNATURE

The Proposer shall sign the original proposal in longhand, preferably in **blue** ink.

#### 06. SUBMISSION OF PROPOSAL

Electronic Submission Instructions: Email completed proposal to [Purchasing@matsugov.us](mailto:Purchasing@matsugov.us), be sure to include the IRFP number and title in the email subject and/or body of the email.

Paper Submission Instructions: Submit One (1) paper copy of proposal, clearly marked "**ORIGINAL**", with an originally signed submittal page, and one electronic copy on portable USB drive of the submitted proposal documents, in PDF format; both shall be enclosed in a sealed envelope, addressed, marked, and delivered to the following address: Matanuska-Susitna Borough, Purchasing Division, 350 E. Dahlia Avenue. Palmer, Alaska 99645. Sealed envelope should reflect the following in the lower left corner of the envelope: Proposal number, title, date and time of closing.

If more than one Proposal is offered by any one party, by or in the name of their clerk, partner, or other person, all such Proposals will be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers, or from submitting a Proposal directly for the work.

#### 07. SUBMITTAL PAGE

The submittal page must be completed, signed and returned with the proposal. Proposers should acknowledge addenda, if any, on the submittal page. The bottom of the submittal page contains a list of documents that should be included as a part of the proposal. Unless otherwise stated elsewhere in this solicitation, the submittal page and any required licensing is not counted toward any stipulated page limitation(s).

## **08. MODIFICATIONS**

No oral or telephone modifications of any proposal submitted will be considered.

## **09. WITHDRAWAL OF PROPOSAL**

Proposers may withdraw their proposal either personally or by written request at any time prior to the time set for the proposal closing. No proposal may be withdrawn after the time set for the closing thereof. Proposals may be modified after proposal closing only as a result of negotiations.

## **10. EVIDENCE OF QUALIFICATIONS**

Upon request of the Borough, a Proposer, whose proposal is under consideration for the award of the Agreement, shall submit promptly to the Borough satisfactory evidence of the Proposer's financial resources, their experience, their performance in completing other projects of a similar nature and the organization and equipment they have available for the performance of the Agreement.

## **11. AWARD**

Award Shall be made in accordance with MSB 3.08.270.

## **12. BOROUGH'S RIGHT TO REJECT PROPOSAL**

The right is reserved to reject any or all proposals and to waive any informalities. Informalities that cannot be waived (MSB Code 3.08.250) are timeliness and manual signature requirements.

## **13. MATANUSKA-SUSITNA BOROUGH BUSINESS LICENSE**

Matanuska-Susitna Borough Code, Chapter 3.36, requires that all entities conducting business within the Borough boundaries have a current business license issued by the Matanuska-Susitna Borough. Prior to any award as a result of this solicitation, the Contractor may be required to provide proof that they have a current Matanuska-Susitna Business License or proof that they have applied for one. Copies of this borough code and instructions on obtaining a business license may be obtained at the Collection Counter, Finance Department, or by calling 907-861-8632. MSB §3.36.040.

## **14. EXECUTION OF AGREEMENT**

The Proposer whose proposal is accepted shall execute the Agreement and furnish the required insurance within five (5) working days after notice of

Intent to Award is issued. The Agreement shall be considered executed by the successful Proposer when an authorized representative of the company or firm signs the Agreement and the insurance certificate(s) are received by the Purchasing Officer. Failure or neglect of the proposer to execute the Agreement within the time specified may result in the award of the Agreement to the next highest rated proposer.

The Borough will execute the Agreement within ten (10) working days after execution by the Contractor as set forth above. The date the Agreement is executed by the Borough is the Agreement Date. The rights of the obligations provided for in the Agreement shall become effective and binding upon the parties of the Agreement Date.

## **15. QUALIFIED AND RESPONSIBLE PROPOSER**

The Borough reserves the right to require the Proposer to submit information pertaining to its products, service, reputation, or experience, in order to determine, at the Borough's sole discretion, if the Proposer is qualified. Past dealings with the Borough and other government agencies will be considered in determining if the Proposer is responsible.

## **16. CONSULTANT'S VIOLATION OF TAX OBLIGATIONS**

- a) No agreement shall be awarded to any individual, firm, corporation or business who is found to be delinquent in any area of taxation, lease or rental agreement with the Borough which has not been remedied within ten (10) calendar days of receipt of written notice.
- b) This Agreement can be terminated for cause if it is determined that the individual, firm, corporation or business is in arrears of any taxation, lease or rental agreement that is due to the Borough that is not remedied within ten (10) calendar days of notification by regular mail.
- c) The Borough reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent Borough taxes against any amount owing to the same under a contract between the Borough and the same.

## **17. INSURANCE**

Proposer shall review the insurance requirements listed in the purchase order terms and conditions.

## **18. FLOW DOWN PROVISIONS**

This Agreement may include flow down provisions. This Agreement may be issued in connection with another government agency and may include flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the agreement and any flow down terms and conditions, the flow down terms and conditions shall govern. The Contractor and any sub-contractors agree to comply with any and all flow down or contract provisions required by the Borough or another government agency that are included in the Agreement. In the event that flow down or contract provisions required by other agencies or by law are inadvertently omitted from this Agreement, both parties agree to negotiate in good faith for inclusion of those provisions into the Agreement.

## **19. STATUTORY REQUIREMENTS**

Proposers and proposed subcontractors shall be in compliance with the statutory requirements for Alaska licensing included in the certification statement in this RFP package. Non-compliance shall result in rejection of proposal.

## **20. ACCEPTANCE OF CONTRACT/AGREEMENT TERMS AND CONDITIONS**

By signing the Proposal Form/Proposal Submittal Form, the proposer certifies that they have examined and accept the terms and conditions of the Agreement contained in this solicitation. The acceptance is inclusive of, but not limited to, all AGREEMENT REQUIREMENTS, TERMS AND CONDITIONS, GENERAL PROVISIONS, AND SUPPLEMENTAL CONDITIONS along with any and all conditions contained in the INSTRUCTIONS TO PROPOSERS associated with this solicitation. Submission of a proposal in response to this solicitation certifies that the proposer is willing to accept these terms and understands that failure to accept these terms will subject the proposer to forfeiture of the contract/agreement and loss of any bid guarantee as liquidated damages.

Proposers are encouraged to carefully examine the insurance requirements, any bonding requirements, and any Defense and Indemnification clause contained in the sample contract/agreement.

## **21. MILEAGE AND PER DIEM**

The Matanuska-Susitna Borough will not allow

charges for mileage and/or per diem for projects deemed to be in the core area of Borough. The core area is defined as the area north of Knik River Bridge and south of Chickaloon Road on the Glenn Highway and all areas on Parks Highway south of the Willow Creek Bridge. Mileage and per diem outside the core area will be paid at the rates published by the State of Alaska, AAM 60 - Travel.

## **22. PURCHASE ORDER AGREEMENT**

A purchase order agreement will result from this solicitation, please review the purchase order terms and conditions in section IV.

## **23. 3.08.270 OPEN MARKET PROCEDURE**

- a) The purchasing officer may in the best interest of the borough procure all supplies, services, professional services and construction having an estimated value of not more than \$25,000 on the open market without formal advertising or other formal bid procedures.
- b) Whenever practicable, at least three informal bids or quotations shall be solicited for any procurement under this section. The solicitation may be either oral or written, and shall be in a form reasonably calculated to yield the lowest responsive bid by a qualified and responsible bidder.
- c) Awards, where practicable, shall be made to the lowest responsive, qualified and responsible bidder. The purchasing officer shall keep a record of all open market bids received and awards made on the bids.
- d) When requested by the assembly, the purchasing officer shall provide a report to the assembly of all procurements under this section.

## **24. INFORMAL REQUEST FOR PROPOSAL**

This solicitation is being procured under the open market procedures, MSB Code 3.08.270. If cost for this engagement exceeds \$25,000 the IRFP will be cancelled and a formal RFP will be issued.

**SECTION II**

**SCOPE OF SERVICES**

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## SCOPE OF SERVICES

### **20-082P, COORDINATE AND FACILITATE HISTORIC PRESERVATION PLAN - PHASE 1**

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#### Project Background

The Matanuska-Susitna Borough (MSB) is in the process of updating its 1987 Historic Preservation Plan (HPP). In June 2019, the MSB received a certified local government grant from the State Historic Preservation Office to begin this update. This grant is for Phase I of the update: inventory of past preservation efforts, public outreach, and development of goals, objectives, and next steps for the preservation plan.

#### Scope of Services

The MSB is seeking a contractor to coordinate and facilitate public meetings, and to develop a final deliverable that summarizes and synthesizes HPP Phase I planning efforts, and recommends next steps for the completion of the plan update in HPP Phase II.

#### **Task 1: General Public Meeting Facilitation**

Contractor is responsible for organizing and facilitating general public meetings (two meetings). Contractor will work with MSB staff to develop meeting agenda and content. These meetings are intended to share information about the MSB's preservation planning efforts; and to solicit public comment to aid in the drafting of a plan during HPP Phase II.

##### Goals:

- Educate the general public on preservation planning
- Educate the general public on previous preservation efforts in the MSB
- Solicit comments regarding preservation planning goals, priorities, objectives and information gaps

##### Deliverables:

- Coordinate and notice/advertise two general public meetings
- Facilitate two general public meetings
- Summary notes from meetings

#### **Task 2: Stakeholder Meeting Facilitation**

Contractor is responsible for organizing and facilitating stakeholder group meetings (two meetings). Contractor will work with MSB staff to develop meeting agenda and content. These meetings are intended to share information about the MSB's preservation planning efforts; and to provide an opportunity for preservation professionals and community knowledge bearers to be involved in, and comment on, the MSB's preservation planning process. Comments should aid the drafting of a plan during HPP Phase II.

Stakeholder Group should include representatives of organizations with knowledge specific to preservation planning in the MSB including: Alaskan native organizations, museum and historical societies, state or federal agencies, and cities. The stakeholder group is intended to also be involved in HPP Phase II.

##### Goals:

- Educate the stakeholder group on previous preservation efforts in the MSB
- Solicit comments regarding preservation planning goals, priorities, objectives, and information gaps.

##### Deliverables:

- Coordinate and notice/advertise two stakeholder meetings
- Facilitate two stakeholder meetings
- Summary notes from meetings

### **Task 3: Final Report**

Contractor is responsible for developing a brief final report that summarizes and synthesizes HPP Phase I planning activities and recommends steps to be taken in HPP Phase II to realize the goal of an updated Historic Preservation Plan. The report should:

- Discuss preservation planning generally; including benefits and potential community use of a preservation plan.
- Discuss past and present historic preservation efforts in the MSB (information provided by MSB staff).
- Summarize information gathered in general public and stakeholder meetings, including potential information gaps, and community goals and priorities.
- Develop next steps for drafting an updated local historic preservation plan.

Deliverables:

- Draft report for review by MSB staff
- Final report

### **Budget and Requirements**

Contractor shall provide a proposed budget that specifies costs aligned with each task. Total compensation is not to exceed \$25,000. Hourly rates are not to exceed \$95.74 per grant requirements.

Contractor must review the *Secretary of the Interior's Standards for Preservation Planning*.

These services are being procured through Title 2: Grants and Agreements Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See attachment 2 for applicable contract provisions.

### **Timeline**

All tasks shall be completed on or before August 1, 2020.

**SECTION III**

**PROPOSAL SUBMISSION & EVALUATION CRITERIA**

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## PROPOSAL SUBMISSION & EVALUATION CRITERIA

### 20-082P, COORDINATE AND FACILITATE HISTORIC PRESERVATION PLAN - PHASE 1

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#### PROPOSAL SUBMISSION

1. Each proposer shall submit one clearly marked proposal, to include the signed "Submittal Page", preferably in blue ink and One complete electronic copy on Portable USB (if dropped off or mailed). Electronic copy should be merged into one complete file and provided in PDF format. Proposers may email proposal to [Purchasing@matsugov.us](mailto:Purchasing@matsugov.us). Proposer should **not** include cover letters or resumes.
2. The proposals shall be organized in sections as indicated within the evaluation criteria below. The proposal should be limited to **five to ten** single-sided, single spaced pages in length. It is requested that a minimum font size of 10 be used wherever practical.
3. The selected proposal shall be open for inspection after recommendation of award is issued. All scored proposals submitted shall be open for inspection upon execution of an agreement resulting from this solicitation. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Contracting Agency.

#### BASIS OF SELECTION & AWARD

1. Award of this proposal shall be made in accordance with MSB 3.08.270.
2. This solicitation does not guarantee that a contract will be awarded. All proposals may be summarily rejected if in the best interest of the Borough. Our intent, however, is to select a Contractor in the best interest of the Borough based on a combination of qualifications and pricing. The Contracting Agency expressly reserves the right to waive minor informalities and negotiate changes.
3. All proposals received will be evaluated and ranked in the order of most advantageous to the Borough.

#### TECHNICAL PROPOSAL CRITERIA

1. Demonstrated comprehension of required services and proposed strategy for performance.
2. Relevant experience and credentials of proposed personnel including any subcontractors.
3. Reasonableness of proposed schedule for performance.

## PROPOSAL SUBMISSION & EVALUATION CRITERIA (CONTINUED)

### 20-082P, COORDINATE AND FACILITATE HISTORIC PRESERVATION PLAN - PHASE 1

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#### COST PROPOSAL

1. A cost proposal shall be prepared in the below format and broken out by tasks to perform the contract. Note that a cost proposal is not a bid. It is a negotiable offer. A Fixed Price contract is desirable; however, a time and materials not to exceed contract may result if a Fixed Price cannot be negotiated.
2. Firms **should** prepare their cost proposal in the below format.
  - a) Direct Costs of Direct Labor (DCDL). Provide a table with the following columns (Names required only for key staff and persons "in-responsible-charge"): Job Classification, Name, Total Hours, Rate (\$/hr), Estimated Cost per person(\$). Include a total of DCDL.
  - b) Indirect Costs (IDC). Provide a list of the planned indirect costs, include a total of IDC.
  - c) Subcontracts. List each if applicable, the amount for each and attach an estimate in this format for each. Include a total for subcontracts if applicable.
  - d) Expenses. (Equipment, transportation, food and lodging, reproduction, etc. - if not included in Indirect Costs.) Amounts shall be based on actual cost to the proposer, without any profit or other markup. Provide a table with the following columns: Item, Quantity, Cost (\$/Unit), Estimated Cost per expense. Include a total of expenses.
  - e) Total Estimated Cost. Sum of DCDL + IDC + Subcontracts + Expenses.
  - f) Proposed Fee. List a proposed *amount* (not a percentage) for profit.
  - g) Total Cost Proposal. Sum of Total Estimated Cost plus Proposed Fee.

**SECTION IV**

**SUBMITTAL PAGE**

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**SUBMITTAL PAGE**

**20-082P, COORDINATE AND FACILITATE HISTORIC PRESERVATION PLAN - PHASE 1**

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By signing below, the Proposer hereby certifies to the following –

1. The individual signing below, or the firm associated or corporation of which they are a member, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of a free competitive process in connection with this solicitation.
2. The individual signed below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
3. The individual signing below, or the firm association or corporation of which they are a member, is not debarred or suspended from doing business with the Matanuska-Susitna Borough.
4. They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write "N/A" or "None").

\_\_\_\_\_  
(List Addenda numbers that you are acknowledging receipt of)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Printed (or typed) Name

\_\_\_\_\_  
Contact Person (printed or typed)

\_\_\_\_\_  
Title (printed or typed)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address (optional)

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
State and Professional License Numbers

It shall be the responsibility of the Proposer to that their proposal is received at or before the date and time fixed for closing.

**Proposers should include the following with their proposal.**

- ✓ Signed Submittal Page (acknowledging Addenda I.A.)
- ✓ One proposal, to include technical and cost proposals.
- ✓ Copy of Insurance Certificate that meets requirements.
- ✓ Any other items required within the Instructions to Proposers & Specifications/Scope of Services.

## **SECTION V**

### **ATTACHMENTS**

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Attachment 1 Secretary of the Interiors Standards for Preservation Planning & MSB Grant Information. (25 pages).

Attachment 2 Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. (14 pages)

# ARCHEOLOGY AND HISTORIC PRESERVATION:

## *Secretary of the Interior's Standards and Guidelines*

### *[As Amended and Annotated]*

#### Contents

Standards & Guidelines for:

#### [Introduction](#)

#### Preservation Planning

- Standards
- [Guidelines](#)
- [Technical Information](#)

#### [Identification](#)

#### [Evaluation](#)

#### [Registration](#)

#### [Note on Documentation and Treatment of Hist. Properties](#)

#### [Historical Documentation](#)

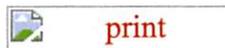
#### [Architectural and Engineering Documentation](#)

#### [Archeological Documentation](#)

#### [Historic Preservation Projects](#)

#### [Qualification Standards](#)

#### [Preservation Terminology](#)



## Secretary of the Interior's Standards for Preservation Planning

Preservation planning is a process that organizes preservation activities (identification, evaluation, registration and treatment of historic properties) in a logical sequence. The Standards for Planning discuss the relationship among these activities while the remaining activity standards consider how each activity should be carried out. The Professional Qualifications Standards discuss the education and experience required to carry out various activities.

The Standards for Planning outline a process that determines when an area should be examined for historic properties, whether an identified property is significant, and how a significant property should be treated.

Preservation planning is based on the following principles:

- Important historic properties cannot be replaced if they are destroyed. Preservation planning provides for conservative use of these properties, preserving them in place and avoiding harm when possible and altering or destroying properties only when necessary.
- If planning for the preservation of historic properties is to have positive effects, it must begin before the identification of all significant properties has been completed. To make responsible decisions about historic properties, existing information must be used to the maximum extent and new information must be acquired as needed.
- Preservation planning includes public participation. The planning process should provide a forum for open discussion of preservation issues. Public involvement is most meaningful when it is used to assist in defining values of properties and preservation planning issues, rather than when it is limited to review of decisions already made. Early and continuing public participation is essential to the broad acceptance of preservation planning decisions.

Preservation planning can occur at several levels or scales: in a project area; in a community; in a State as a whole; or in the scattered or contiguous landholdings of a Federal agency. Depending on the scale, the planning process will involve different segments of the public and professional communities and the resulting plans will vary in detail. For example, a State preservation plan will likely have more general recommendations than a plan for a project area or a community. The planning process described in these Standards is flexible enough to be used at all levels while providing a common structure which promotes coordination and minimizes duplication of effort. The Guidelines for Preservation Planning contain additional information about how to integrate various levels of planning.

## **Standard I. Preservation Planning Establishes Historic Contexts**

Decisions about the identification, evaluation, registration and treatment of historic properties are most reliably made when the relationship of individual properties to other similar properties is understood. Information about historic properties representing aspects of history, architecture, archeology, engineering and culture must be collected and organized to define these relationships. This organizational framework is called a "historic context." The historic context organizes information based on a cultural theme and its geographical and chronological limits. Contexts describe the significant broad patterns of development in an area that may be represented by historic properties. The development of historic contexts is the foundation for decisions about identification, evaluation, registration and treatment of historic properties.

## **Standard II. Preservation Planning Uses Historic Contexts To Develop Goals and Priorities for the Identification, Evaluation, Registration and Treatment of Historic Properties**

A series of preservation goals is systematically developed for each historic context to ensure that the range of properties representing the important aspects of each historic context is identified, evaluated and treated. Then priorities are set for all goals identified for each historic context. The goals with assigned priorities established for each historic context are integrated to produce a comprehensive and consistent set of goals and priorities for all historic contexts in the geographical area of a planning effort.

The goals for each historic context may change as new information becomes available. The overall set of goals and priorities are then altered in response to the changes in the goals and priorities for the individual historic contexts.

Activities undertaken to meet the goals must be designed to deliver a usable product within a reasonable period of time. The scope of the activity must be defined so the work can be completed with available budgeted program resources.

## **Standard III. The Results of Preservation Planning Are Made Available for Integration Into Broader Planning Processes**

Preservation of historic properties is one element of larger planning processes. Planning results, including goals and priorities, information about historic properties, and any planning documents, must be transmitted in a usable form to those responsible for other planning activities. Federally mandated historic preservation planning is most successfully integrated into project management planning at an early stage. Elsewhere, this integration is achieved by making the results of preservation planning available to other governmental planning bodies and to private interests whose activities affect historic properties.

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## **Secretary of the Interior's Guidelines for Preservation Planning**

### **Introduction**

These Guidelines link the Standards for Preservation Planning with more specific guidance and technical information. They describe one approach to meeting the Standards for Preservation Planning. Agencies, organizations or individuals proposing to approach planning differently may wish to review their approaches with the National Park Service.

**The Guidelines are organized as follows:**

[Managing the Planning Process](#)

[Developing Historic Contexts](#)

[Developing Goals for a Historic Context](#)

[Integrating Individual Historic Contexts—Creating the Preservation Plan](#)

[Coordinating with Management Frameworks](#)

[Recommended Sources of Technical Information](#)

## **Managing the Planning Process**

The preservation planning process must include an explicit approach to implementation, a provision for review and revision of all elements, and a mechanism for resolving conflicts within the overall set of preservation goals and between this set of goals and other land use planning goals. It is recommended that the process and its products be described in public documents.

### **Implementing the Process**

The planning process is a continuous cycle. To establish and maintain such a process, however, the process must be divided into manageable segments that can be performed, within a defined period, such as a fiscal year or budget cycle. One means of achieving this is to define a period of time during which all the preliminary steps in the planning process will be completed. These preliminary steps would include setting a schedule for subsequent activities.

### **Review and Revision**

Planning is a dynamic process. It is expected that the content of the historic contexts described in Standard I and the goals and priorities described in Standard II will be altered based on new information obtained as planning proceeds. The incorporation of this information is essential to improve the content of the plan and to keep it up-to-date and useful. New information must be reviewed regularly and systematically, and the plan revised accordingly.

### **Public Participation**

The success of the preservation planning process depends on how well it solicits and integrates the views of various groups. The planning process is directed first toward resolving conflicts in goals for historic preservation, and second toward resolving conflicts between historic preservation goals and other land use planning goals. Public participation is integral to this approach and includes at least the following actions:

1. Involving historians, architectural historians, archeologists, folklorists and persons from related disciplines to define, review and revise the historic contexts, goals and priorities;
2. Involving interested individuals, organizations and communities in the planning area in identifying the kinds of historic properties that may exist and suitable protective measures;
3. Involving prospective users of the preservation plan in defining issues, goals and priorities;

4. Providing for coordination with other planning efforts at local, State, regional and national levels, as appropriate; and
5. Creating mechanisms for identifying and resolving conflicts about historic preservation issues. The development of historic contexts, for example, should be based on the professional input of all disciplines involved in preservation and not be limited to a single discipline. For prehistoric archeology, for example, data from fields such as geology, geomorphology and geography may also be needed. The individuals and organizations to be involved will depend, in part, on those present or interested in the planning area.

### **Documents Resulting from the Planning Process**

In most cases, the planning process produces documents that explain how the process works and that discuss the historic contexts and related goals and priorities. While the process can operate in the absence of these documents, planning documents are important because they are the most effective means of communicating the process and its recommendations to others. Planning documents also record decisions about historic properties.

As various parts of the planning process are reviewed and revised to reflect current information, related documents must also be updated. Planning documents should be created in a form that can be easily revised. It is also recommended that the format language and organization of any documents or other materials (visual aids, etc.) containing preservation planning information meet the needs of prospective users.

## **Developing Historic Contexts**

### **General Approach**

Available information about historic properties must be divided into manageable units before it can be useful for planning purposes. Major decisions about identifying, evaluating, registering and treating historic properties are most reliably made in the context of other related properties. A historic context is an organizational format that groups information about related historic properties, based on a theme, geographic limits and chronological period. A single historic context describes one or more aspects of the historic development of an area, considering history, architecture, archeology, engineering and culture and identifies the significant patterns that individual historic properties represent, for example, Coal Mining in Northeastern Pennsylvania between 1860 and 1930. A set of historic contexts is a comprehensive summary of all aspects of the history of the area.

The historic context is the cornerstone of the planning process. The goal of preservation planning is to identify, evaluate, register and treat the full range of properties representing each historic context, rather than only one or two types of properties. Identification activities are organized to ensure that research and survey activities include properties representing all aspects of the historic context. Evaluation uses the historic context as the framework within which to apply the criteria for evaluation to specific properties or property types. Decisions about treatment of properties are made with the goal of treating the range of properties in the context. The use of historic contexts in organizing major preservation activities ensures that those activities result in the preservation of the wide variety of properties that represent our history, rather than only a small, biased sample of properties.

Historic contexts, as theoretical constructs, are linked to actual historic properties through the concept of property type. Property types permit the development of plans for identification, evaluation and treatment even in the absence of complete knowledge of individual properties. Like the historic context, property types are artificial constructs which may be revised as necessary. Historic contexts can be developed at a variety of scales appropriate for local, State and regional planning. Given the probability of historic contexts overlapping in an area, it is important to coordinate the development and use of contexts at all levels. Generally, the State Historic Preservation Office possesses the most complete body of information about historic properties and, in practice, is in the best position to perform this function.

The development of historic contexts generally results in documents that describe the prehistoric processes or patterns that define the context. Each of the contexts selected should be developed to the point of identifying important property types to be useful in later preservation decision-making. The amount of detail included in these summaries will vary depending on the level (local, State, regional, or national) at which the contexts are developed and on their intended uses. For most planning purposes, a synopsis of the written description of the historic context is sufficient.

### **Creating a Historic Context**

Generally, historic contexts should not be constructed so broadly as to include all property types under a single historic context or so narrowly as to contain only one property type per historic context. The following procedures should be followed in creating a historic context.

#### **1. Identify the concept, time period and geographical limits for the historic context**

Existing information, concepts, theories, models and descriptions should be used as the basis for defining historic contexts. Biases in primary and secondary sources should be identified and accounted for when existing information is used in defining historic contexts. The identification and description of historic contexts should incorporate contributions from all disciplines involved in historic preservation. The chronological period and geographical area of each historic context should be defined after the conceptual basis is established. However, there may be exceptions, especially in defining prehistoric contexts where drainage systems or physiographic regions often are outlined first. The geographical boundaries for historic contexts should not be based upon contemporary political, project or other contemporary boundaries if those boundaries do not coincide with historical boundaries. For example, boundaries for prehistoric contexts will have little relationship to contemporary city, county or State boundaries.

#### **2. Assemble the existing information about the historic context**

- a. **Collecting information:** Several kinds of information are needed to construct a preservation plan. Information about the history of the area encompassed by the historic context must be collected, including any information about historic properties that have already been identified. Existing survey or inventory entries are an important source of information about historic properties. Other sources may include literature on prehistory, history, architecture and the environment; social and environmental impact assessments; county and State land use plans; architectural and folklife studies and oral histories; ethnographic research; State historic inventories and registers; technical reports prepared for Section 106 or other

assessments of historic properties; and direct consultation with individuals and organized groups.

In addition, organizations and groups that may have important roles in defining historic contexts and values should be identified. In most cases a range of knowledgeable professionals drawn from the preservation, planning and academic communities will be available to assist in defining contexts and in identifying sources of information. In other cases, however, development of historic contexts may occur in areas whose history or prehistory has not been extensively studied. In these situations, broad general historic contexts should be initially identified using available literature and expertise, with the expectation that the contexts will be revised and subdivided in the future as primary source research and field survey are conducted. It is also important to identify such sources of information as existing planning data, which is needed to establish goals for identification, evaluation and treatment, and to identify factors that will affect attainment of those goals.

The same approach for obtaining information is not necessarily desirable for all historic contexts. Information should not be gathered without first considering its relative importance to the historic context, the cost and time involved, and the expertise required to obtain it. In many cases, for example, published sources may be used in writing initial definitions of historic contexts; archival research or field work may be needed for subsequent activities.

- b. Assessing information: All information should be reviewed to identify bias in historic perspective, methodological approach, or area of coverage. For example, field surveys for archeological sites may have ignored historic archeological sites, or county land use plans may have emphasized only development goals.

### **3. Synthesize information**

The information collection and analysis results in a written narrative of the historic context. This narrative provides a detailed synthesis of the data that have been collected and analyzed. The narrative covers the history of the area from the chosen perspective and identifies important patterns, events, persons or cultural values. In the process of identifying the important patterns, one should consider:

- Trends in area settlement and development, if relevant;
- Aesthetic and artistic values embodied in architecture, construction technology or craftsmanship;
- Research values or problems relevant to the historic context; social and physical sciences and humanities; and cultural interests of local communities; and
- Intangible cultural values of ethnic groups and native American peoples.

### **4. Define property types**

A property type is a grouping of individual properties based on shared physical or associative characteristics. Property types link the ideas

incorporated in the theoretical historic context with actual historic properties that illustrate those ideas. Property types defined for each historic context should be directly related to the conceptual basis of the historic context. Property types defined for the historic context "Coal Mining in Northeastern Pennsylvania, 1860-1930" might include coal extraction and processing complexes; railroad and canal transportation systems; commercial districts; mine workers' housing; churches, social clubs and other community facilities reflecting the ethnic origins of workers; and residences and other properties associated with mine owners and other industrialists.

- a. Identify property types: The narrative should discuss the kinds of properties expected within the geographical limits of the context and group them into those property types most useful in representing important historic trends.

Generally, property types should be defined after the historic context has been defined. Property types in common usage ("Queen Anne House," "mill buildings" or "stratified sites") should not be adopted without first verifying their relevance to the historic contexts being used.

- b. Characterize the locational patterns of property types: Generalizations about where particular types of properties are likely to be found can serve as a guide for identification and treatment. Generalizations about the distribution of archeological properties are frequently used. The distribution of other historic properties often can be estimated based on recognizable historical, environmental or cultural factors that determined their location. Locational patterns of property types should be based upon models that have an explicit theoretical or historical basis and can be tested in the field. The model may be the product of historical research and analysis ("Prior to widespread use of steam power, mills were located on rivers and streams able to produce water power" or "plantation houses in the Mississippi Black Belt were located on sandy clay knolls"), or it may result from sampling techniques. Often the results of statistically valid sample surveys can be used to describe the locational patterns of a representative portion of properties belonging to a particular property type. Other surveys can also provide a basis for suggesting locational patterns if a diversity of historic properties was recorded and a variety of environmental zones was inspected. It is likely that the identification of locational patterns will come from a combination of these sources. Expected or predicted locational patterns of property types should be developed with a provision made for their verification.
- c. Characterize the current condition of property types: The expected condition of property types should be evaluated to assist in the development of identification, evaluation and treatment strategies, and to help define physical integrity thresholds for various property types. The following should be assessed for each property type:

1. Inherent characteristics of a property type that either contribute to or detract from its physical preservation. For example, a property type commonly constructed of fragile materials is more likely to be deteriorated than a property type constructed of durable materials; structures whose historic function or design limits the potential for alternative uses (water towers) are less likely to be reused than structures whose design allows

a wider variety of other uses (commercial buildings or warehouses).

2. Aspects of the social and natural environment that may affect the preservation or visibility of the property type. For example, community values placed on certain types of properties (churches, historic cemeteries) may result in their maintenance while the need to reuse valuable materials may stimulate the disappearance of properties like abandoned houses and barns.
3. It may be most efficient to estimate the condition of property types based on professional knowledge of existing properties and field test these estimates using a small sample of properties representative of each type.

### **5. Identify Information needs**

Filling gaps in information is an important element of the preservation plan designed for each historic context. Statements of the information needed should be as specific as possible, focusing on the information needed, the historic context and property types it applies to, and why the information is needed to perform identification, evaluation, or treatment activities.

## **Developing Goals for a Historic Context**

### **Developing Goals**

A goal is a statement of preferred preservation activities, which is generally stated in terms of property types.

The purpose of establishing preservation goals is to set forth a "best case" version of how properties in the historic context should be identified, evaluated, registered and treated.

Preservation goals should be oriented toward the greatest possible protection of properties in the historic context and should be based on the principle that properties should be preserved in place if possible, through affirmative treatments like rehabilitation, stabilization or restoration. Generally, goals will be specific to the historic context and will often be phrased in terms of property types. Some of these goals will be related to information needs previously identified for the historic context. Collectively, the goals for a historic context should be a coherent statement of program direction covering all aspects of the context.

For each goal, a statement should be prepared identifying:

1. The goal, including the context and property types to which the goal applies and the geographical area in which they are located;
2. The activities required to achieve the goal;
3. The most appropriate methods or strategies for carrying out the activities;
4. A schedule within which the activities should be completed; and
5. The amount of effort required to accomplish the goal, as well as a way to evaluate progress toward its accomplishment.

### **Setting priorities for goals**

Once goals have been developed they need to be ranked in importance. Ranking involves examining each goal in light of a number of factors.

1. General social, economic, political and environmental conditions and trends affecting (positively and negatively) the identification, evaluation, registration and treatment of property types in the historic context.

Some property types in the historic context may be more directly threatened by deterioration, land development patterns, contemporary use patterns, or public perceptions of their value, and such property types should be given priority consideration.

2. Major cost or technical considerations affecting the identification, evaluation and treatment of property types in the historic context.

The identification or treatment of some property types may be technically possible but the cost prohibitive; or techniques may not currently be perfected (for example, the identification of submerged sites or objects, or the evaluation of sites containing material for which dating techniques are still being developed).

3. Identification, evaluation, registration and treatment activities previously carried out for property types in the historic context.

If a number of properties representing one aspect of a historic context have been recorded or preserved, treatment of additional members of that property type may receive lower priority than treatment of a property type for which no examples have yet been recorded or preserved. This approach ensures that the focus of recording or preserving all elements of the historic context is retained, rather than limiting activities to preserving properties representing only some aspects of the context.

The result of considering the goals in light of these concerns will be a list of refined goals ranked in order of priority.

### **Integrating Individual Contexts—Creating the Preservation Plan**

When historic contexts overlap geographically, competing goals and priorities must be integrated for effective preservation planning. The ranking of goals for each historic context must be reconciled to ensure that recommendations for one context do not contradict those for another. This important step results in an overall set of priorities for several historic contexts and a list of the activities to be performed to achieve the ranked goals. When applied to a specific geographical area, this is the preservation plan for that area.

It is expected that in many instances historic contexts will overlap geographically. Overlapping contexts are likely to occur in two combinations—those that were defined at the same scale (i.e., textile development in Smithtown 1850-1910 and Civil War in Smithtown 1855-1870) and those defined at different scales (i.e., Civil War in Smithtown and Civil War in the Shenandoah Valley). The contexts may share the same property types, although the shared property types will probably have different levels of importance, or they may group the same properties into different property types, reflecting

either a different scale of analysis or a different historical perspective. As previously noted, many of the goals that are formulated for a historic context will focus on the property types defined for that context. Thus it is critical that the integration of goals include the explicit consideration of the potential for shared property type membership by individual properties. For example, when the same property types are used by two contexts, reconciling the goals will require weighing the level of importance assigned to each property type. The degree to which integration of historic contexts must involve reconciling property types may be limited by the coordinated development of historic contexts used at various levels.

## Integration with Management Frameworks

Preservation goals and priorities are adapted to land units through integration with other planning concerns. This integration must involve the resolution of conflicts that arise when competing resources occupy the same land base. Successful resolution of these conflicts can often be achieved through judicious combination of inventory, evaluation and treatment activities. Since historic properties are irreplaceable, these activities should be heavily weighted to discourage the destruction of significant properties and to be compatible with the primary land use.

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## Recommended Sources of Technical Information

**Current Recommendations** *A Planning Companion: A Guide for State Historic Preservation Planning.* Susan L. Henry Renaud, 1983 (draft). Describes an approach to preservation planning that uses fully developed historic contexts as special technical studies necessary to effective planning and decision-making.

[Guidelines for Local Surveys: A Basis for Preservation Planning.](#) (formerly National Register Bulletin 24). Anne Derry, H. Ward Jandl, Carol D. Shull, and Jan Thorman; revised by Patricia L. Parker, 1985.

*Local Historic Preservation Plans: A Selected Annotated Bibliography.* Neil Gagliardi and Stephen Morris, 1993. Provides an overview of the range of local historic preservation plans from across the country, including information on how a number of communities have addressed various issues in their preservation plans.

[The National Historic Landmarks Program Theme Study and Preservation Planning.](#) Robert S. Grumet. Technical Brief 10, Archeology & Ethnography Program, National Park Service, 1990, revised 1992.

[National Park Service, 1994, Thematic Framework.](#) Use of the National Park Service Thematic Framework need not be limited to the federal level, as the conceptualization it provides can equally inform preservation and interpretation at local, state, and regional levels.

*Preparing a Historic Preservation Plan.* Bradford J. White and Richard J. Roddewig. Planning Advisory Service Report No. 450, 1994. Describes components that are important in a good preservation plan and explains how several communities have carried out preservation planning activities. Available from the [American Planning Association](#), 122 South Michigan Avenue, Suite 1600, Chicago, Illinois 60603-6107; (312) 786-6344.

*Protecting Archeological Sites on Private Lands.* Susan L. Henry, with Geoffrey M. Gyrisco, Thomas H. Veech, Stephen A. Morris, Patricia L. Parker, and Jonathan P. Rak.

Provides useful information on strategies for protecting archaeological sites in local communities.

*Reaching Out, Reaching In: A Guide to Creating Effective Public Participation in State Historic Preservation Planning.* Barry R. Lawson, Ellen P. Ryan, and Rebecca Bartlett Hutchison, 1993.

Describes an approach for designing public participation programs for State Historic Preservation Office preservation planning, with a mini-case study from the Maryland Historical Trust. May also be applicable in local community preservation planning settings.

*Taking Command of Change: A Practical Guide for Applying the Strategic Development Process in State Historic Preservation Offices.* Douglas C. Eadie, 1995.

Describes a strategic planning approach designed to provide practical guidance to SHPOs in managing growth and change.

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~~*Resource Protection Planning Process.* State and Plans Grants Division, 1980. Washington, DC. Available from Survey and Planning Branch, Interagency Resources Division, National Park Service, Department of the Interior, Washington, DC 20240.~~

~~Outlines a step-by-step approach to implementing the resource protection planning process.~~

~~*Resources Protection Planning Process Case Studies.* Available from Survey and Planning Branch, Interagency Resources Division, National Park Service, Department of the Interior, Washington, DC 20240. Reports prepared by State Historic Preservation Offices and others using the planning process.~~

~~*Planning Theory.* Andreas Faludi, 1980. Oxford: Pergamon Press. Constructs a model of planning using concepts borrowed from general systems theory.~~

See also [Historic Preservation Planning Program](#)

[National Register Multiple Property Submission List](#)

[State Historic Preservation Offices \(SHPO\)](#)

Each SHPO Office has prepared a list of historic context titles, many, if not all, of which may have been developed and might be available. In addition, some SHPO Offices have developed guidelines for preparing historic contexts for their states.

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MJB





THE STATE  
of ALASKA

GOVERNOR MICHAEL J. DUNLEAVY

Department of Natural Resources

Division of Parks and Outdoor Recreation  
Office of History and Archaeology

550 West 7<sup>th</sup> Avenue, Suite 1310  
Anchorage, AK 99501-3561  
Main: 907.269-8694

June 27, 2019

John Moosey, Borough Manager  
Matanuska-Susitna Borough  
350 E. Dahlia Street  
Palmer, AK 99645

RE: HPF Grant # 19003 *Historic Preservation Plan, Phase 1*

Dear Mr. Moosey:

Enclosed is a fully executed grant agreement for the above-referenced Historic Preservation Fund (HPF) project. The period of performance for this 60-40 matching grant began upon execution by our office and ends September 30, 2020.

Project billing and reporting forms are available in electronic format and will be e-mailed to staff for future use upon request. The *Summary of Documentation* form, backup financial information, and a written narrative report must accompany any request for reimbursement.

Thank you for participating in this HPF grant program. If you have any questions, please contact me at [jean.ayers@alaska.gov](mailto:jean.ayers@alaska.gov) or (907) 269-8694.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jean Ayers".

Jean Ayers  
Grants Administrator

Enc: Executed Grant Agreement

Cc: Ted Eischeid, MSB Planning  
Eileen Pickett, MSB Accounting

**Historic Preservation Fund**  
**State-Local Agreement for Certified Local Government**  
**CFDA # 15.904      HPF Project # 19003**

This grant agreement is between the State of Alaska, by and through the State Historic Preservation Office for purposes of the National Historic Preservation Act of 1966, as amended, (P.L. 96-515), hereafter, the State, and,

Matanuska-Susitna Borough    EIN 92-0030816    hereafter, the Grantee  
350 E. Dahlia Avenue, Palmer, AK 99645

Article 1. Grant Title: Historic Preservation Plan, Phase 1

Article 2. Appendices: Appendices referred to in this agreement and attached to it are considered part of it.

Article 3. Performance of Services

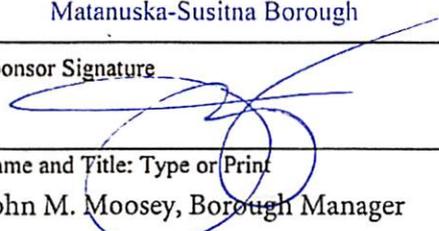
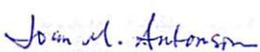
- 3.1 Appendix A: Scope of Work to be performed by the Grantee.
- 3.2 Appendix B: Project Budget.
- 3.3 Appendix C: Specific Provisions for HPF Grants.
- 3.4 Appendix D: Standard Provisions
- 3.5 Appendix E: Assurances, Certifications, and other requirements for performance of services under this grant.
- 3.6 Appendix F: Project proposal as submitted by the Grantee is made a part of this agreement by this reference.

Article 4. Period of Performance: The period of performance of the grant agreement begins 6-27-19<sup>th</sup> and ends September 30, 2020  
There can be no time extensions.

Article 5. Consideration for this matching and reimbursable grant.

- 5.1 The estimated total cost of the project is \$ 41,667  
The 60% estimated Federal share of the project is \$ 25,000  
The 40% estimated non-federal share of the project is \$ 16,667
- 5.2 In full consideration of the Grantee's performance under this grant agreement, the State shall apply to the National Park Service for sixty percent (60%) of the estimated total cost of the project or sixty percent (60%) of the actual total cost of the project, whichever is less, in accordance with Appendix B and Appendix D of this agreement.
- 5.3 The State shall assess and retain an indirect cost, which may fluctuate, but will not exceed 8.5 % of the total project costs, per Appendix B: Project Budget.
- 5.4 The State may withhold or retain ten percent (10%) of the total award to Grantee until final reports and products have been submitted and approved.
- 5.5 To request reimbursement, Grantee shall submit narrative and financial reports, backup documentation of claimed costs, and other pertinent information to:

*State of Alaska: Department of Natural Resources  
Division of Parks and Outdoor Recreation  
Office of History and Archaeology  
550 West 7th Avenue, Suite 1310  
Anchorage, AK 99501*

<b>Grantee Information and Signature</b>		<b>DNR Use Only</b>	
DUNS: 081482960		<b>Grant Tracking</b>	
Sponsor Name: Individual or Entity Matanuska-Susitna Borough		Federal Funding Agency: Department of Interior, National Park Service	
Sponsor Signature 	Date 6-6-19	Name: Historic Preservation Fund Grants-in-Aid to State Historic Preservation Offices	
Name and Title: Type or Print John M. Moosey, Borough Manager		Opportunity #: NPS - HPF Grant #: 02-19-171384	
<b>State of Alaska Information and Signature</b>			
Department of Natural Resources Division of Parks and Outdoor Recreation Office of History and Archaeology		Encumbrance No. Financial Coding Vendor No.	
Signature: State Certifying Officer 	Date 6-27-19	Project Name: Historic Preservation Plan, Phase I	
Name and Title: Type or Print Judith E. Bittner, State Historic Preservation Officer		Grant Purpose: Planning	

**NOTARY STATEMENT**

This certifies that on the 6th day of June, 2019, before me a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared John Moosey, Borough Manager  
Name and Title

who has executed this instrument on behalf of the Matanuska-Susitna Borough

WITNESS my hand and official seal the day and year in this certificate first above written.

Mary Miller  
Signature: Notary Public

My commission expires 10/26/2020



**Appendix A: Scope of Work**  
HPF # 19003: MSB Historic Preservation Plan, Phase I

Grant Period: 6-27-19<sup>PA</sup> to September 30, 2020

Federal Share: \$ 25,000

The Matanuska-Susitna Borough (MSB) will review previous historic preservation plans and compile information on known historic properties in the borough, and shall seek public input regarding the properties, possible areas to survey, and possible preservation projects to develop goals, objectives and an action plan for a new preservation plan for the borough. Recipient and contractor(s) must review the *Secretary of the Interior's Standards for Preservation Planning* ([www.nps.gov/history/local-law/arch\\_stnds.1.htm](http://www.nps.gov/history/local-law/arch_stnds.1.htm)).

**Timeline**

**Project Deliverables**

Jul, Oct, Jan, Apr, Jul	Submit to the Office of History and Archaeology (OHA) written reports describing project work during the preceding three months, referencing benchmarks in this scope of work.
May - Jun 2019	Document that project personnel received information on the Secretary's standards referenced above and have agreed to comply with them.
May - June 2019	Hold a training session for the local historic preservation commission members to become familiar with the <i>Secretary of the Interior's Standards for Preservation Planning</i> . Develop an approach for community outreach. Compile a list of stakeholders and submit to the OHA for review.
Jun – Sep 2019	Review earlier borough preservation plans and compile information on known historic properties.
Oct 2019-Mar 2020	Hold meetings with focus groups and the general public to collect information useful to develop goals, objectives and action plan for historic preservation in the borough. In particular, solicit input from the Alaska Native people and organizations in the borough. Synthesize and assess the data collected.
Apr – Jun 2020	Plan next steps for drafting an updated local historic preservation plan.

**Final Reports and Products**

***Prior to October 31, 2020 submit final reports and products to OHA.***

***Submit electronic or digital copies on DVD or Flash Drive.***

1. Written report describing project activities conducted with grant funds. Include details: who, what, where, when, why. Describe how the *Secretary's Standards* were applied.
2. Final billing/reimbursement request with financial documentation supporting claimed eligible costs.
3. Minutes of MSB Historic Preservation Commission meetings that show how members participated in the planning process and received regular updates about the work.
4. One print and one digital copy of the public and focus group meetings, list of stakeholders, information received and synthesis of it, and outline of next steps to prepare an historic preservation plan.

**Appendix B: Budget**  
HPF # 19003: MSB Historic Preservation Plan, Phase I

**COST CATEGORIES:**

Personal Services	16,390.00
Contractual	22,200.00
Materials/Supplies	0.00
<b>Total Direct Costs (Slight Over-Match Anticipated)</b>	<b>38,590.00</b>
<b>Total Direct Costs for HPF Grant Purposes</b>	<b>38,403.00</b>
x 8.5 % State Indirect Rate	<u>3,264.00</u>
<b>Total Project Costs</b>	<b>41,667.00</b>
40% Grantee Share	16,667.00
60% Federal Share	25,000.00
Minus the State Indirect Cost	- <u>3,264.00</u>
Potential Reimbursement to Grantee	21,736.00

**Compensation Limit:** Compensation for an employee or consultant shall not exceed 120% of a GS-15, step 10 in the Federal Civil Service. As of January 2019, this maximum is \$95.74 per hour. If employee or consultant services exceed this rate, only the amount up to \$95.74/hour may be claimed against the Historic Preservation Fund grant or used as matching expenses. <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2019/general-schedule/>

**Volunteers:** If a person performs volunteer services outside his profession or trade, volunteer time may be valued at the Federal minimum wage rate or a higher applicable rate for general laborers, if Grantee documents such, and they are approved by the State Historic Preservation Office. For examples, see rates compiled by the *Independent Sector's Value of Volunteer Time by State*: [https://www.independentsector.org/volunteer\\_time](https://www.independentsector.org/volunteer_time)

**State Indirect Costs:** The State may apply an indirect cost to all reimbursements in accordance with this Grant Agreement. The indirect cost rate may fluctuate throughout the grant period of performance, but it will not exceed the State's federally approved indirect rate in effect at the time.

**Budget Flexibility and Amendments:** Grantee may revise the project budget shown in Attachment B without a formal amendment to this agreement. However, such revisions are limited to a maximum of 10% of the total amount of this agreement or \$10,000, whichever is less over the entire term of this agreement.

Such budget revisions are also limited to changes in existing budget line items, and the creation of new budget line items that are within the scope of the project. Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits described above may only be made by a formal amendment to this agreement.

**Retainage:** Ten percent (10%) of the total federal award may be withheld until the project is deemed acceptably complete by the State Historic Preservation Office. Reimbursement of retainage will be made upon approval of final products, acceptable narrative and financial reports, expenditure documentation, and any special conditions of the grant.

**Appendix C: Specific Provisions for HPF Grants**  
**HPF # 19003: MSB Historic Preservation Plan, Phase I**

1. **Reports:** Grantee shall submit quarterly narrative progress reports detailing project activity within 30 days following the end of each quarter. Grantee shall use the Scope of Work as a basis for reports and describe activities related to the benchmarks. A final narrative report, billing and final products (publications, plans, etc) are due within 30 days following project end. *The final narrative report is distinct from final products. The report details methodology, activities, and timeline over the life of the grant.* The final report shall delineate how the local historic preservation commission was kept advised of the project and how the *Secretary of Interior Standards and Guidelines* were applied.
2. **Publications:** Publications assisted with HPF grants shall acknowledge support by the National Park Service and the Alaska Division of Parks and Outdoor Recreation, Office of History and Archaeology in this manner: *This publication has been financed in part with Federal funds from the Department of the Interior, National Park Service and through the assistance of the State of Alaska Office of History and Archaeology. Contents and opinions expressed do not necessarily reflect the views or policies of the Department of the Interior or the State of Alaska, nor does the mention of trade names or commercial products constitute endorsement or recommendation.*
3. **Photographs:** Grantee shall allow the State of Alaska and the National Park Service the right to use photographs (i.e.: before/after development, workshops, public forums) in reports or publications.
4. **Audits:** Grantee shall make all relevant records available for audit for a period of three (3) years after the term of the project. Governmental entities are also required to comply with the State of Alaska, Single Audit Regulations 2 AAC 45.010 and the Federal Single Audit Act of 1984 P.L. 98-502.
5. **Amendments:** Any proposed change to the project deliverables, budget, period of performance, or adverse conditions must immediately be brought to the attention of the State Historic Preservation Office, in writing. It may be necessary to receive prior National Park Service approval before the changes may take place. The Office of History and Archaeology will notify the grant recipient in writing when the approval has been obtained in the form of an amendment to the grant agreement. Failure to obtain such approval prior to implementation of changes may jeopardize reimbursement.
6. **Termination:** This Grant Agreement provides for the voluntary and involuntary suspension or termination of said Agreement consistent with all Federal requirements governing grants.
7. **Covenants:** If applicable, a protective covenant shall be attached to the property deed and a copy supplied to the Alaska Office of History and Archaeology. The covenant will apply when there is a change in ownership; it will be enforceable by Alaska law, and will be monitored by the Alaska Office of History and Archaeology. The covenant is effective upon execution of the document, and shall be recorded prior to disbursement of HPF monies. HPF cannot be repaid to avoid the deed restriction.
8. **Fund Balances:** Grantee shall notify the Office of History and Archaeology at least three (3) months prior to the performance period end date if anticipating any unexpended grant funds.
9. **Reimbursement Requests:** Payments are made on a cost reimbursement basis. When requesting reimbursement, Grantee shall include a completed Summary of Documentation form accompanied by source documents. The *Summary* serves as cover sheet and checklist for all eligible costs claimed during that reporting period. Source documents may be copies of accounts ledgers, paid bills, invoices, canceled checks, receipts of payment by vendor or contractor, timesheets, etc.
10. **Payments:** Reimbursement requests are typically processed on a quarterly basis and payments made to the Grantee within thirty (30) days after receipt of all necessary documentation. Reimbursements will not be made without acceptable narrative progress reports or backup financial information.

## Appendix D: Standard Provisions

Article 1. Definitions. In the grant agreement, attachments, and amendments, "Certifying Officer" means the person who signs this grant agreement on behalf of the entity and includes a successor or authorized representative.

Article 2. State Saved Harmless. The Grantee shall indemnify, save harmless and defend the State, its officers, agents and employees from liability of any nature or kind, including costs and expenses, for or on account of any and all legal actions or claims of any character whatsoever resulting from injuries or damage sustained by any person or persons or property as a result of any error, omission or negligent act of the Grantee relating to its performance of this grant.

Article 3. Inspections and Retention of Records. The State may inspect, in the manner and at reasonable times it considers appropriate, all of the Grantee's facilities, records and activities under this grant agreement. The Grantee shall retain property receipts and other grant records for at least 3 years after project completion or equipment disposal.

Article 4. Disputes. Any dispute concerning a question of fact arising under this grant agreement, which is not disposed of by mutual agreement, shall be decided without bias by the Certifying Officer. The decision shall be in writing and mailed or otherwise furnished to the Grantee. The decision of the Certifying Officer is final and conclusive, unless, within 30 days from the date of receipt of the decision, the Grantee mails or otherwise furnishes a written appeal to the Commissioner of the Department. The Commissioner shall hear the appeal. The decision of the Commissioner is final and conclusive, unless it is fraudulent or not supported by substantial evidence. In any proceeding under this Article, the Grantee has a right to offer evidence in support of its appeal. Pending final decision of a dispute, the Grantee shall proceed with the Performance of the grant agreement in accordance with the Certifying Officer's decision.

Article 5. Equal Employment Opportunity (EEO). The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

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

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

Article 6. Termination. The Certifying Officer, by written notice may terminate this grant agreement, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the provision of this agreement for services rendered before the effective date of termination.

Article 7. Lobbying Activities. In accepting these funds, the Grantee agrees and assures that none of the funds will be used for the purpose of lobbying activities before the Alaska Legislature or United States Congress.

Article 8. Payment of Taxes. As a condition of this grant agreement, the Grantee shall pay all Federal, State and Local taxes incurred by the Grantee and shall require their payment by any contractor or any other persons in the performance of this grant agreement.

Article 9. Worker's Compensation Insurance. The Grantee shall provide and maintain worker's compensation insurance as required by AS 23.30 for all employees engaged in work under this grant agreement. The Grantee shall require any contractor to provide and maintain worker's compensation insurance for its employees as required by AS 23.30.

Article 10. Insurance. The Grantee is responsible for obtaining any necessary liability insurance.

Article 11. Current Prevailing Rates of Wage and Employment Preference. Certain grant projects are constrained by the provision of Alaska Statute 36: PUBLIC CONTRACTS. To the extent that such provisions apply to the project that is the subject of this grant agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. Further, in accordance with AS 36.10.010, the work force employed in the completion of this project shall be 95% local residents where they are available and qualified. If 10 or fewer persons are employed, then 90% of the project work force shall be local residents where they are available and qualified.

Article 12. Right to Withhold Funds. The Department may withhold payments under this grant agreement for any violation of the provisions of this grant agreement.

Article 13. Governing Law. This grant agreement is governed by the laws of the State of Alaska and the United States government. The Grantee shall perform all aspects of this project in compliance with all appropriate laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the Federal, State, or Local governments have been obtained.

Article 14. Officials Not to Benefit. No member of or delegate to Congress or the Legislature, or officials or employees of the State or Federal government may share any part of this grant agreement or any benefit to arise from it.

Article 15. Covenant Against Contingent Fees. The Grantee warrants that no person or agency has been employed or retained to solicit or secure this grant agreement upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by the Grantee for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this grant agreement without liability or in its discretion, deduct from the grant agreement price or consideration the full amount of the commission, percentage, brokerage, or contingent fee.

Article 16. Changes. Any changes which have been agreed to by both parties will be attached and made a part of this grant agreement by use of an amendment. Any such amendment must be dated and must be signed by both parties before the change is considered official and approved.

Article 17. Public Purposes. The Grantee agrees that the project to which this grant agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, change in marital status, pregnancy or parenthood.

Article 18. Site Control. If the grant project involves the occupancy and use of real property, the grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that this is legal access to such property.

Article 19. Operation and Maintenance. Throughout the useful life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

Article 20. Assurance. The Grantee shall spend monies appropriated under this grant only for the purposes specified in the grant agreement.

**Office of Management and Budget Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this agreement (full text can be found at <http://www.ecfr.gov>

**Administrative Requirements:** 2 CFR, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; in its entirety; Final Rule, Dec 2013.*

**Determination of Eligible Costs:** 2 CFR, Part 200, Subpart E

**Audit Requirements:** 2 CFR, Part 200, Subpart F

**Drug-Free Work Place:** 2 CFR, Part 182 & 1401

**Non-Procurement Debarment and Suspension:** 2 CFR 180 and 1400

**New Restrictions on Lobbying:** 43 CFR 18

**Trafficking Victims Protection Act of 2000:** 2 CFR, Part 175

**Limit on Payments to Influence Federal Transactions:** FAR Clause 52.203-12, paragraphs (a) & (b)

### Appendix E: Assurances, Certifications, and Other

Enclosed are the following documents. Please complete and return as part of this grant agreement.

n/a Covenant: Example

n/a Section 106 Consultation with SHPO

Willingness to Comply with Requirements of Federal Grant

Assurances: Construction Programs

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

n/a NPS Project Notification and Environmental Screening Worksheet  
(For projects involving a National Historic Landmark)

## Willingness to Comply with Grant Requirements

1. I understand that this is a grant agreement administered by the State of Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation, Office of History and Archaeology.
2. In accepting these funds, I understand it is my responsibility to comply with all program requirements, pertinent State and Federal regulations, and the grant agreement.
3. In accepting these funds, I understand that project records are subject to audit after project completion, and that if such an audit questions expenditures for which I have been reimbursed, I will return any amount paid for questioned expenditures.
4. I understand that no grant or promise of a grant exists until the State Historic Preservation Officer (SHPO) or his/her designee signs the grant agreement, and that any funds expended prior to the grant period or before full grant execution (SHPO signature) may not be reimbursed without specific approval.
5. I understand that the State of Alaska may incorporate an indirect cost to help off-set administration of this grant. The percentage of the indirect may fluctuate over the course of the grant but will not exceed amount shown on the grant agreement.

\_\_\_\_\_  
Signature

John M. Moosey

\_\_\_\_\_  
Print or Type Name

Matanuska-Susitna Borough, Borough Manager

\_\_\_\_\_  
Entity Name and Title

\_\_\_\_\_  
Date

6.6.19

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

# CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 26, "Governmentwide Debarment and Suspension (Nonprocurement)" and "Governmentwide Requirements for Drug-Free Workplace" and 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

## 1. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, for prospective participants in primary covered transactions, as defined at 15 CFR Part 26, Sections 26.105 and 26.110 --

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## 2. DRUG-FREE WORKPLACE REQUIREMENTS Alternate I. Grantees Other Than Individuals

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR Part 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.605 and 26.610 --

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for

violation of such prohibition;

- b) Establishing an ongoing drug-free awareness program to inform employees about--

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--

- (1) Abide by the terms of the statement, and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Director, Office of Federal Assistance, Office of Federal Assistance and Management Support, HCHB Room 6054, U.S. Department of Commerce, Washington, DC 20230. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance: (Street address, city, county, state, ZIP code):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check  if there are workplaces on file that are not identified here.

#### Alternate II. Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.605 and 26.610 -

(A) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(B) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the Director, Office of Federal Assistance, Office of Federal Assistance and Management Support, HCHB Room 6054, U.S. Department of Commerce, Washington, DC 20230. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

#### 3. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000, or loan or loan guarantee over \$150,000, as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding

of any Federal contract, the making of any Federal grant, the making any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

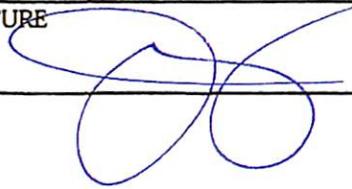
#### Statement for Loan Guarantees and Loan Insurance

The Undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT Matanuska-Susitna Borough	AWARD NUMBER AND/OR PROJECT NAME HPF #19003: Historic Preservation Plan
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE John M. Moosey, Borough Manager	
SIGNATURE 	DATE 6.6.19

## 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

### 1. Remedies.

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

### 2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### 3. Equal Employment Opportunity.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- b. Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40

U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the next subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. As such, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (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 (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 (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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 (2) of this section.

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

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by

FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ I; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

- (2) The contract requires the approval of FEMA, regardless of amount.
- (3) The contract is for federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.”

#### 11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor

will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

**SECTION IV**

**PURCHASE ORDER TERMS AND CONDITIONS**

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# PURCHASE ORDER TERMS AND CONDITIONS

## 20-082P, COORDINATE AND FACILITATE HISTORIC PRESERVATION PLAN - PHASE 1

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Section headings are for purposes of convenience only and are not intended to form a part of nor to be used for interpretation of the text hereof, nor are any provision listed in any particular order of precedence. By the acceptance of this Purchase Order and/or commencement of performance for Goods, Seller agrees that the following terms and conditions apply to this contract.

### 01. DEFINITIONS

- a) "Buyer" shall mean the Matanuska-Susitna Borough.
- b) "Seller" shall mean the person or entity signing this Contract to supply the Goods required by the Buyer.
- c) "Contract" shall mean all terms and conditions, exhibits, amendments, modifications or other such documents set forth herein which shall govern the performance of the Seller. The term "Contract" and "Purchase Order" are interchangeable.
- d) "Goods" shall mean the material and/or equipment to be provided by Seller, as described by Buyer, and any additional material and/or equipment as may be required in connection with this Contract.
- e) "Destination" shall mean the area or location designated by the Buyer to which Goods shall be delivered.

### 02. RELATIONSHIP OF PARTIES

Seller, including its employees, agents or representatives, shall be deemed an independent contractor and not an agent or employee of the Buyer. All benefits, coverage's and claims of its employees shall be the sole discretion of the Seller. Unless specifically authorized in writing by the Buyer, Seller shall have no authority to make commitments of any kind on behalf of the Buyer.

### 03. INTEREST OF MEMBERS OF THE BOROUGH AND OTHERS

No officer, member, or employee of the Borough, and no member of its governing body, and no other public official of the governing body, shall participate in any decision relating to this Supply and Purchase Contract which affects his personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested in having any personal or pecuniary interest, direct or indirect, in this Supply and Purchase Contract.

### 04. CONFLICT OF INTEREST

The Seller, all employees of the Seller, contractors and other personnel employed by the Seller providing materials or services under this Supply and Purchase Contract shall in no way stand to gain financially from the terms of this contract except for wages, salaries or bonuses paid by the Seller and shall abide by federal, state, and local laws and regulations associated with conflict of interest and financial disclosure. The Seller covenants, that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Seller further covenants that in the performance of this contract, no person having any such interest shall be employed.

### 05. RISK OF LOSS

Notwithstanding any agreement with respect to deliver terms or payment of transportation charges, Seller shall bear risk of loss or damage as to Goods rejected by Buyer or as to which acceptance has been revoked. Further, until delivery of Goods, including related services and information, risk of loss, regardless of cause, is Seller's responsibility.

### 06. WARRANTY

Seller warrants that the Goods supplied are merchantable, of highest quality, comply with specifications, drawings and data submitted to or by Buyer in connection with this Contract, are free from defects, whether patent or latent, in design, material and workmanship and are suitable for the particular use for which the items are purchased and are free and clear of all liens and encumbrances. Seller further warrants that it has secured Buyer's right to own, sell or use Goods delivered under this Contract. Such warranty, together with service warranties, guarantees and other express or implied warranties, shall run in favor of the Buyer and shall survive any inspection, delivery or payment of and for the Goods. Seller will be responsible for all damages and costs incurred by Buyer arising out of or in connection with any breach of warranty. For

purposes of this Contract, Goods shall include any documentation, such as quality control or test records, certificates of compliance that may be specified in connection with the Contract or are customarily furnished in the trade.

#### 07. REMOVAL OF DEFECTIVE MATERIAL

Seller will promptly remove, and replace at the Buyer's sole discretion, any material that the Buyer designates as nonconforming or defective.

#### 08. BUYER SUPPLIED PROPERTY

Buyer shall retain title to any drawings, sketches, designs, patterns, dies, molds, copying equipment and materials of every description paid for or supplied by Buyer for use in the performance of this Contract. Seller shall hold and maintain any such items at its risk and expense, shall keep such items insured at its expense while in its custody or control in an amount equal to the replacement cost thereof with loss payable to the Buyer and shall not use such items except in performance of this Contract. All such items shall be delivered to the Buyer upon demand in the same condition as when received, except for reasonable wear and tear and except to the extent such items have been incorporated into Goods delivered to Buyer or consumed in the normal performance of this Contract.

#### 09. DRAWINGS, DATA AND MANUALS

Seller will supply proper operating, training, maintenance, installation drawings, technical data and any other documentation that is required by the contract documents.

Seller shall submit any drawings, technical data or other such documents required for performance of this Contract for review by Buyer. Seller shall comply with all comments of the Buyer regarding such documents, but the Buyer's review shall not relieve Seller of its responsibility for correctness of engineering, design, workmanship, material and all other aspects of the Goods or from any other liability hereunder. Omissions from design drawings and technical data (data) which are manifestly necessary to carry out the Work shall not relieve the Seller from performing such omitted details or Work, but they shall be performed as if fully and correctly set forth and described in the data. All documents including but not limited to studies, calculations, assumptions, data, findings, results and reports and other information resulting from the performance of Seller hereunder shall become property of the Buyer. Seller shall, unless otherwise directed, deliver

to the Buyer all such documents and information and Buyer shall have the right to use them for any purpose whatsoever.

#### 10. DELAYS

Time is of the essence in Seller's performance of this Contract. If Seller does not deliver material timely in accordance with the requirements of this Supply and Purchase Contract, Seller understands Buyer's work may be disrupted and delayed, and Seller may be required to pay Buyer any reasonable damages sustained as a result, unless the Contract provides for Liquidated Damages, at which point the Liquidated Damages would be applicable.

#### 11. EXCESS MATERIAL

Seller agrees to accept the return of any Goods that may become excess, as determined by Buyer, and payment due from Buyer shall be equitably reduced.

#### 12. SUBSTITUTIONS

No substitutions will be permitted without the express written consent of the Buyer. If Seller proposes any substitution, Seller guarantees that the substitution is equal in quality, capacity, durability, appearance, function, ease of maintenance, and ease of installation to the material originally specified.

#### 13. INSPECTIONS AND TESTING

Buyer may inspect and test material at any time. Seller will facilitate Buyer's inspection and testing which may take place at the factory, in the warehouse, on the road, or in the field.

#### 14. AUDITS

At any time during normal business hours and as often as the Borough or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of the Contractor's records with respect to all matters covered by this contract and the Seller will permit representatives of the Borough or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records, personnel information, conditions of employment, and other data relating to all matters covered by this contract.

#### 15. COMPLIANCE WITH THE LAW

Seller shall fully comply with all federal, state and local laws, ordinances, statutes, rules, regulations, license and permit conditions or requirements

(hereinafter "Laws"), including, but not limited to, all Laws pertaining to the environment, natural resources, employment, health and safety, and any other Laws affecting Seller's performance of this Contract. All fees and charges in connection with Seller's compliance with applicable Laws shall be borne by Seller. In the event of a violation by Seller of any Laws, or the failure of Seller to comply with same, Seller shall pay all fines, penalties and other expenses, including attorney fees, imposed upon or incurred by Seller or Buyer in connection therewith.

#### 16. CHANGES

Buyer, by written order, may delete material to be supplied under this Supply and Purchase Contract, and the Supply and Purchase Contract Price will be equitably reduced. Buyer may order an increase in material to be supplied at the unit prices stated in the Supply and Purchase Contract. If no unit prices are stated, Seller will promptly, at the request of the Buyer, quote prices, and Buyer will promptly accept or reject the quote.

#### 17. TRANSPORTATION CHARGES

Except in cases where Goods were quoted F.O.B. Destination, and unless otherwise agreed to in writing, transportation charges shall be prepaid and separately invoiced to Buyer. No insurance or premium transportation costs will be allowed unless authorized by Buyer.

#### 18. ASSIGNMENTS AND SUBCONTRACTORS

The Contractor may not assign any interest in the Contract to another person, nor delegate any duties to a subcontractor or other person without the prior written approval of the Purchasing Officer. Any attempt by the Contractor to assign any interest or delegate duties under the Supply and Purchase Contract shall give the Buyer the right to immediately terminate this Contract.

#### 19. INDEMNITY

The Seller shall indemnify, defend, and hold and save the Buyer, its elected and appointed officers, agents, and employees harmless from any and all claims, demands, suits, or liability of any nature, kind, or character, including costs, expenses, and attorney's fees. The Seller shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions, or other laws, rules, or regulations, contractual claims, or any other kind of loss, tangible or intangible, sustained by any person,

or property arising from Seller, or Seller's officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Buyer or its agents, which are said to have contributed to the losses, failure, violations, or damage. However, Seller shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Buyer, its agents, or employees.

#### 20. OFFSETTING ACCOUNTS

Buyer may offset against the price of this Supply and Purchase Contract the amounts of any obligations of Seller to Buyer, whether arising out of this or any other project.

#### 21. TERMINATION

Buyer has the absolute right to terminate or suspend Work under this Contract by written notice to Seller. Such termination or suspension may be made in whole or in part and shall be at the sole discretion of the Buyer, may be done at any time and may be for any reason. Notice of termination or suspension may specify the schedule or manner and other conditions of the termination or suspension and Seller shall comply with therewith. In such event, Seller shall be entitled to payment for the Work performed up to the time of such termination or suspension in accordance with the terms of this Contract, including such expenditures as in the judgment of the Buyer are necessarily incurred by Seller in the orderly termination or suspension of its Work as prescribed in the notice.

#### 22. KEY PERSONNEL

To the extent that Key Personnel are specified for the performance of this Contract, such Key Personnel are considered to be essential to such performance. Prior to diverting any of the specified individuals to other programs, Seller shall notify Buyer not less than ten (10) days in advance and gain approval of Buyer. Seller shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation. No substitutions or deviations shall be made by the Seller without the written consent of the Buyer.

#### 23. ATTORNEY'S FEES

In the event of litigation arising out of this Contract, or performance or interpretation thereof, the court will award attorney fees pursuant to the Rule 82 of the Alaska Rules of Civil Procedure.

#### 24. JURISDICTION AND CHOICE OF LAW

Any civil action arising from this Supply and Purchase Contract shall be brought in the Superior Court for the Third Judicial District of the state of Alaska at Palmer or in the Federal District Court for the State of Alaska in Anchorage. The law of the state of Alaska shall govern the rights and obligations of the parties.

#### 25. NON-WAIVER

The failure of the Buyer at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provisions, no in any way effect the validity of this contract or any part thereof, or the right of the Buyer thereafter to enforce each and every protection hereof.

#### 26. SEVERABILITY

If any provision of the Supply and Purchase Contract or the application thereof to any person or circumstances is held invalid, the remainder of this contract and its application to other persons or circumstances shall not be affected thereby.

#### 27. NOTICES

Any notice required pertaining to the subject matter of the Contract shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the buyer and/or the seller.

#### 28. EQUAL EMPLOYMENT OPPORTUNITY

A. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. The Seller shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Seller agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Seller will, in all solicitations or advertisements for employees placed

by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Seller will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Contract. The Seller shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in this section for applicants for employment and employees as the Buyer may require.

B. The Seller shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Buyer may require.

#### 29. INSURANCE

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that the Contractor confer with their respective insurance companies or brokers to determine if their insurance program complies with the Borough's Insurance requirements.

The Contractor shall procure and maintain the following insurances:

##### 1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 10/01) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Edition 10/99) covering Automobile Liability, symbol 1 "any auto".
3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.
4. Professional Liability insurance against liability arising out of the rendering or failure to render professional services under this

agreement on a form acceptable to the Borough.

## 2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

### 1. General Liability

\$500,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury.

\$500,000 Products/Completed Operations

\$1,000,000 General Aggregate Limit. The general aggregate limits shall apply separately to each project.

If the general liability insurance is written on a claims made form, the Contractor shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

### 2. Auto Liability:

\$250,000 Bodily Injury/Death per Person  
\$500,000 Bodily Injury Total  
\$100,000 Property Damage

### 3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employers liability shall be endorsed to the following minimum limits:

Bodily Injury - \$100,000 Per Occurrence  
Bodily Injury - \$100,000 Per Employee  
Bodily Injury by Disease - \$500,000 Policy Limit

### 4. Excess Liability:

In order to meet the required minimum limits of insurance it is permissible for the Contractor to combine an excess liability or umbrella policy with the general liability, auto liability or employers liability. In the

instance where the Contractor purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

### 5. Professional Liability:

\$1,000,000.00 combined single limit per occurrence. The professional liability insurance shall be maintained in effect until final acceptance by the Borough of the completed project.

If the professional liability insurance is written on a claims made form, the Consultant shall provide insurance for a period of two years after final repayment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

### 3. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the Borough. The Contractor may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the Borough, the Contractor shall reduce or eliminate such deductibles or self-insured retention as respects the Borough, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### 4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

#### 1. General Liability, Automobile Liability

a. The Borough, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor premises owned, occupied or used by the Contractor or automobiles owned, leased, hired or borrowed by the

Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Borough, its Administrator, officers, officials, employees and volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Borough, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Borough, its Administrator, officers, officials, employees and volunteers shall be excess of the Contractor insurance and shall not contribute to it.

c. The Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## 2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the Borough, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any subcontractor for the Borough.

## 3. All Insurance

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Contractor or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the Borough. Such notice shall be mailed by the Contractor to the attention of the Borough's Purchasing Officer.

## 5. Acceptability of Insurers

Insurance is to be placed with insurers with a minimum A.M. Best rating of A-VII.

## 6. Verification of Coverage

Contractor shall furnish the Borough with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the Borough. All certificates are to be received and approved by the Borough before work commences. The Borough reserves the right to require complete, certified copies of all required insurance policies, at any time.

## 7. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

## 8. Lapse in Coverage

A lapse in insurance coverage is a material breach of this agreement which may result in immediate termination of the agreement, pursuant to the appropriate Section within the contract.

## 30. STOP WORK ORDER

Buyer may, at any time, by written notice to Seller, stop all or part of the Work hereunder for up to ninety (90) days. Upon receiving a stop-work order, Seller shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional costs allocable to such work. Within ninety (90) days after the effective date of the stop-work order, Buyer shall either cancel the stop-work order or terminate the Work covered by the stop-work order. Buyer shall make an equitable adjustment in the delivery schedule and/or price if the stop-work order results in an increase in time or cost for performance. Seller must assert a claim for equitable adjustment within fifteen (15) days after the end of the work stoppage.

## 31. WORK PERFORMED AT SELLER'S RISK

Seller shall perform all work at its risk and if the Work or any portion thereof shall be damaged in any way before the final completions and acceptance of

the Work, Seller shall promptly repair or replace such damaged Work without expense to the Buyer. Seller shall be responsible for any loss or damage to equipment or other articles used or held for use in connection with the Work.

### 32. FLOW DOWN PROVISION

In the event that this Contract is issued in connection with another government agency, the Buyer will make every effort to include any flow down or contract provisions required by that agency in this Contract. The Buyer reserves the right to include, and Seller agrees to comply with any flow down or other agency provisions. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both Buyer and Seller agree to negotiate in good faith for that provisions inclusion into the Contract.

### 33. UNDERSTANDING

The Seller acknowledges that the Seller has read and understands the terms of this Contract, has had the opportunity to review the same with counsel of the Seller's choice, and is executing this contract of the Seller's own free will.

### 34. CONTRACTS ENFORCEABLE AGAINST THE BOROUGH (MSB CODE 3.08.120)

A contract for supplies, services, professional services or construction, or any amendment to the contract, may not be enforced against the borough unless its terms have been approved in accordance with this chapter, and unless the contract or amendment to the contract has been set forth in writing, executed in accordance with this chapter.

### 35. INTERGRATION

A. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no provisions in any other instrument which they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:

B. The following documents are incorporated in by reference into this Agreement:

1. 20-082P Solicitation Documents
2. MSB Business License
3. State of Alaska Business License
4. Firm's Proposal & Fee