



REQUEST FOR PROPOSALS

FOR

**FINAL DESIGNS AND PERMITTING FOR THE SALT LAGOON AND
COMMUNITY POND FLOOD MITIGATION**

BY THE

CITY OF SAINT PAUL, ALASKA

FOR THE

NATIONAL FISH AND WILDLIFE FOUNDATION

May 1, 2026

RFP # 26-05

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SECTION I. INTRODUCTION

The City encompasses the entire Saint Paul Island located in the Bering Sea in the Aleutians West Census Area and within the Aleutians Islands Recording District. The City of Saint Paul is a municipal corporation organized in 1971 under the laws of the State of Alaska and a second-class City managed by a City Manager and seven member elected Council.

The City has received funding from the National Fish and Wildlife Foundation for the final planning and design, environmental review, and permitting for flood mitigation infrastructure near the Salt Lagoon and Community Pond.

The City issues this request for proposals (RFP) for a qualified firm to provide under a fixed price budget planning, 100% design drawings for three road hazard mitigation protection strategies, and 100% design for side slope stabilization and wave protection. The qualified firm will also perform an environmental review, NEPA, Section 106, Section 7, and all necessary permitting.

The firm will address increasing coastal flooding, storm surge risks, and erosion through the development of new roadway designs integrating solutions to protect critical utility infrastructure and homes while enhancing wetland habitats critical for migrating birds.

SECTION 2. BACKGROUND

Coastal flooding, severe storm surge, coastal storm wave surge and erosion have flooded, washed out, and made impassable some of the community's most important access roads, one of which is the only access road between the city and the airport. Earthquakes which trigger tsunamis also have the potential to cause significant damage to the community's roads. Critical facilities that are at risk of flooding from storm surge include the sewer lift station, a transformer, the school and homes that face the Pond. These hazards also impact the island's tundra, cliffs, wetlands, and other areas of cultural and ecological importance for the waterfowl and the community. The Pond is an important wetland area to allow sea water from the east side to enter the Pond. Both the Pond and the Salt Lagoon can absorb a certain degree of storm surge to prevent flooding; however, previous storm surge events have caused flooding which reached the side of the road that contains the fiber optic cable and electrical sectionalizer. The Salt Lagoon is the western-most estuary system in the United States.

SECTION 3. PROJECT DESCRIPTION

This project accomplishes and completes all pre-construction activities so the City may proceed to construction and implementation.

The project will protect coastal and wetland habitats, reduce saltwater intrusion into freshwater habitat, improve water quality in ecologically sensitive zones, stabilize local ecosystems, and support local cultural and food security needs.

This project will address chronic road degradation and frequent washouts along the primary road corridors of Saint Paul Island, with a particular focus on segments adjacent to the Salt Lagoon, Community Pond, and coastal zones exposed to storm surges from the Bering Sea, as identified in the Project Location Map in Appendix E. These areas have repeatedly suffered flood-related damage, disrupting public access, hindering wildlife management activities, and compromising emergency response routes. The proposed work will enhance the reliability and resilience of these roadways through the application of sustainable engineering practices and nature-based solutions, ensuring long-term functionality while minimizing environmental impact.

Target areas for improvement include:

- Salt Lagoon and Community Pond perimeter roadways vulnerable to erosion, water pooling and frequent washouts due to coastal proximity and low elevation
- Bering Sea facing road segments, especially those in low-lying zones directly impacted by storm surge and wave over wash during severe weather events.
- Access roads for NOAA and U.S. Fish & Wildlife Service (FWS) heavily used by scientists, environmental stewards, and federal personnel who monitor marine mammal rookeries and critical bird nesting areas.

Successful completion of this project depends on the extent to which it produces technically sound, context-appropriate, and stakeholder-supported plans that are ready for implementation. Design and planning shall fulfill the following outcomes:

- Accurately identify and characterize roadway vulnerabilities using field and environmental data.
- Produce resilient, sustainable engineering designs that address flood and erosion risk.
- Integrate ecological and cultural values, including nature-based solutions and Traditional Ecological Knowledge (TEK).
- Develop plans and documentation that are implementation-ready and meet permitting and compliance standards.

SECTION 4. PROJECT BUDGET

The not-to-exceed fixed price for this project is Five Hundred Ninety-Six Thousand Dollars (\$500,000.00).

SECTION 5. PROJECT SCHEDULE

The estimated schedule for this project will be developed with the chosen firm, according to NFWF requirements. NFWF has provided the City until March 31, 2029 to complete this project.

SECTION 6. SCOPE OF WORK

- A. Site Assessments and Environmental Surveys (25%)

Methodologies:

- A. Conduct topographic surveys to map elevation changes and roadbed conditions.
- B. Utilize LiDAR, drones, and satellite imagery for spatial analysis and erosion mapping.
- C. Perform hydrological and floodplain modeling to assess vulnerability to tidal and stormwater flooding.
- D. Collaborate with NOAA, U.S. FWS, and Tribal staff for field validation and wildlife corridor assessment.

Deliverables:

- Site Condition and Vulnerability Reports for Salt Lagoon, Community Pond, Bering Sea-facing corridors, and key access roads.
- Flood Risk and Coastal Erosion Maps, including annotated GIS shapefiles.
- Baseline Ecological Survey Summaries highlighting sensitive habitats and species usage patterns.

B. Engineering Design and Technical Planning (35%)

Methodologies:

- Apply sustainable and climate-adaptive design principles for long-term roadway resilience.
- Develop elevation and cross-sectional roadbed designs, incorporating projected sea-level rise and wave impact data.
- Size and locate culverts and drainage features based on hydrologic and storm surge models.
- Integrate landscape-based erosion control and runoff management features within engineering plans.

Deliverables:

- Preliminary and Final Design Packages, including CAD drawings and digital plan sets.
- Drainage and Erosion Control System Specifications.
- Permit-Ready Engineering Documentation for construction and environmental review.
- Design Basis Memoranda (DBM) summarizing technical assumptions and design rationale.

C. Coastal and Hydrologic Modeling (15%)

Methodologies:

- Perform 2D and 3D hydrodynamic modeling to simulate storm surge, tidal flow, and precipitation-induced runoff.
- Use coastal wave impact modeling tools (e.g., SWAN, ADCIRC) to identify at-risk infrastructure and test design alternatives.
- Model groundwater and surface water interactions to inform culvert placement and sizing.

Deliverables:

- Hydrodynamic Model Outputs visualizing flood depths, flow velocities and storm surge scenarios.

- Model Calibration and Validation Reports using historical weather and tide data.
- Flood Risk Maps with design even overlays (e.g., 10-, 25-, 100-year return period(s)).

D. Stakeholder Engagement and tribal Coordination (15%)

Methodologies:

- Conduct community engagement sessions and Tribal consultation workshops to ensure inclusive planning.
- Incorporate Traditional Ecological Knowledge (TEK) to ensure cultural and ecological knowledge informs planning and design strategies.
- Maintain regular coordination meetings with NOAA, U.S. FWS, and other agency stakeholders and researchers to ensure planning and design aligns with wildlife conservation goals.
- Use visualization tools and scenario modeling to communicate risks and proposed solutions.

Deliverables:

- Meeting summaries and stakeholder input reports.
- Project page on City website; project updates distributed via social media, newsletter, website; outreach and educational materials.
- Community-informed design revisions are integrated into final engineering plans.
- TEK integration framework outlining how indigenous knowledge was incorporated.

E. Project Management, Compliance and Reporting (10%)

Methodologies:

- Provide day-to-day project coordination, scheduling, and budget tracking.
- Ensure compliance with relevant federal, state, and Tribal environmental regulations.
- Manage data quality assurance protocols and document control procedures.
- Prepare progress reports for funding agencies and regulatory agencies.

Deliverables:

- Quarterly Progress Reports and Budget Status Updates
- Environmental Review Documentation (e.g., NEPA checklists, permitting correspondence).
- Final Project Summary Report consolidating all assessments, design plans, and engagement outcomes.

F. Plans and Specifications

The Firm shall provide the following:

- Conduct kick-off and review meeting with the City
- Prepare plans and specifications based on the design review comments and local conditions. The plans shall be plan and profile type drawings, prepared according to City standards.

- Prepare project specifications that conform to federal, state and local laws. The project specifications shall include general provisions that will be subject to review by City.
- Prepare the final conceptual design, including large format display board and electronic files, using the approved conceptual design and incorporating any approved revisions to the City to present at public meetings and the City Council meetings.
- Obtain all permits required for the design of the project.
- Identify and precisely locate all existing utilities in the footprint of new utilities.
- Plot typical cross sections to illustrate existing and proposed conditions.
- Incorporate project specifications into construction contract documents, including a description for each bid item.
- Develop a schedule for construction of the project.
- Attend the pre-bid meeting, attend the pre-construction meeting, and provide assistance during procurement and management of the construction phase of the project.
- At the completion of the project, prepare as-builts documents for the City's use in both print and electronic copies (PDF and DWG or shape files).

G. Project Inspection

The Firm shall provide the following:

- Prepare construction bid documents for review and approval by the City.
- Review and respond to bidder questions.
- Review construction bids and provide recommendations to the City on the bids.
- Assist with pre-construction conferences.
- Coordinate with future construction contractors on behalf of the City.
- Perform periodic site inspections.
- Prepare change orders, as necessary.
- Review contractor material submittals.
- Perform substantial and final completion inspections.
- Inspect all critical constructions operations.
- Coordinate with City to provide full-time inspections and reporting.
- Participate in the final construction inspection.

H. Preparation and Submission of Required Permitting

The Firm shall prepare and submit permitting documents, which involve detailing the purpose and need for the proposed action, considering alternatives, and assessing potential environmental impacts.

I. Preparation and Submission of NEPA Documents

The Firm shall prepare and submit NEPA documents in accordance with Grant requirements for the purpose and the proposed project actions, considering alternatives, and assessing potential environmental impacts. Additionally, the Firm will involve the public and consult with relevant organizations and agencies regarding the Area of Potential Effect (APE).

J. Preparation and Submission of Section 106 Documents

The Firm shall prepare and submit Section 106 documents in accordance with grant requirements for the purpose of determining if the Project may affect historic properties. Additionally, the Firm shall notify consulting parties and gather necessary documentation for the review process as well as gather public input before making final decisions.

K. Preparation and Submission of Section 7 – Endangered Species Act Documents

The Firm shall prepare and submit Section 7 documents in accordance with grant requirements for the purpose of determining if the project may affect endangered species in the project location. Specifically, the Firm shall consult with NFWF. Additionally, the Firm shall notify consulting parties and gather necessary documentation for the review process as well as gather public input before making final decisions.

L. Public Involvement

Partners and stakeholders, some of whom are also landowners in the project, include the Aleut Community of Saint Paul Tribal Government, Tanadgusix Corporation, Central Bering Sea Fisherman’s Association, NOAA’s National Marine Fisheries Service, and the U.S. Fish and Wildlife Foundation.

Partners and stakeholders will be meaningfully engaged throughout the process, with a strong emphasis on integrating ecological and cultural values. Engagement will go beyond consultation to include collaborative decision making at key milestones, ensuring the project reflects a shared vision that honors both natural systems and community identity.

Levels of Engagement and Decision-Making Roles:

1. Project Scoping and Visioning.

Partners and stakeholders-including Indigenous communities, environmental organizations, local residents, and government agencies – will play a direct role in defining the project goals. This includes identifying ecological priorities, cultural values, and key areas where nature-based solutions and Traditional Ecological Knowledge (TEK) should guide the design approach.

2. Design Development.

During the concept and detailed design phases, partners will co-develop and evaluate alternatives. Indigenous knowledge holders and environmental experts will help identify opportunities for ecosystem restoration, climate resilience, and culturally significant features. The Firm will incorporate TEK alongside western science to guide the integration of native species, hydrological systems, and culturally appropriate land uses.

3. Decision Points and Final Design Selection. The firm will arrange for structured workshops and review panels with stakeholders to assess design proposals against shared ecological, cultural, and functional criteria. Their input will directly influence the selection of preferred options, ensuring that nature-based solutions – such as green infrastructure, wetland buffers, or wildlife corridors – are prioritized, and that Indigenous cultural landscapes and narratives are visibly and meaningfully embedded in the final design.
4. Implementation Planning. Partners will help define stewardship strategies, monitoring plans, and education components that support long-term ecological health and cultural continuity. Indigenous partners will have a role in guiding land management approaches and ceremonial considerations post-construction.

SECTION 7. RFP INSTRUCTIONS AND CONTENT REQUIREMENTS

- A. Invitation to Submit Proposal. Your firm is hereby invited to submit a proposal as set forth in this document. This RFP does not commit the City to award a contract or pay any costs incurred in the preparation of the proposal or attendance at a meeting with City staff, nor does it imply that the City will proceed beyond this RFP process.
 - Description: Final Designs and Permitting for Saint Paul Island Salt Lagoon and Community Pond Flood Mitigation
 - Date Issued: May 1, 2026
 - Closing Date: June 30, 2026
 - Closing Time: 3:00 pm Alaska Daylight Saving Time
- B. Name and address of Firm submitting proposal.
- C. Description of Firm’s engineering, environmental, and permitting services and abilities that relate directly to this project. Provide examples of any prior design projects.
- D. Number of years Firm has been in business.
- E. Project work plan and methodology.
- F. Resumes of the Firm’s employees that will be performing work on the project.
- G. Identify any subcontractors that will be providing services.
- H. Provide a detailed budget for all services provided as required by this RFP. The fee for service must be a fixed price.
- I. Inquiries, Errors or Omissions - Should any errors or omissions be discovered in this document, or if you have any inquiries pertaining to the content, they should be

directed in writing to Jodi Plante, via email Project Manager at jodi@akml.org or (907) 321-7663 at no later than 3:00 p.m. on June 5, 2026. To ensure equal disclosure during the process, please be advised that any such inquiries and the responses thereto will be communicated to all involved firms in writing as an addendum to this RFP. Identities of those vendors/individuals inquiring will not be disclosed. The city will not be responsible for verbal instructions.

- J. Submission Closing Date - Proposals shall be received via email at pazavadil@stpaulak.com no later than 3:00 p.m. on, June 30, 2026 with the following in the Subject line: “Proposal for RFP 26-05, Final Design and Permitting for Saint Paul Island Salt Lagoon and Community Pond Flood Mitigation”. Any proposal received after the closing date and time will be considered disqualified. Firms will be timely notified confirming receipt of their submitted proposal by electronic mail. Proposals received by mail, telephone, or facsimile (fax) will not be considered.
- K. Executive Summary - Include an Executive Summary highlighting your proposal with brief narratives. Include as little technical jargon as possible, orienting the summary toward non-technical personnel, and include in the overview a general schedule and costs of the project. This section should be no more than five (5) pages.
- L. Company Profile and Relevant Experience - Include a brief company profile identifying how long the company has been in business, recent or current leadership structure changes, description of company size and the organization in general, and summary of percentage of local governmental clients compared to non-profit or other client organizations as well as relevant experience in relation to completing the scope of work. The firm should also demonstrate planning and design for flood mitigation.
- M. Project Team Qualifications – Names, positions within the firm and prior experience within the last five years with similar projects. Include resumes of the firm and team members.
- N. Proposed Methodology and Work Plan – Provide detailed work plan and methodology.
- O. Detailed Project Timeline and Milestones -This project must be completed by October 31, 2028. Provide a detailed timeline for completing the project, meeting the requirements of this RFP. Existing deadlines are:
 - Kick-off meeting: August 17, 2026
 - Complete Site Visit By: September 30, 2026
 - Draft Plan Submittal: December 31, 2027
 - Final Plan Due: October 31, 2028
- P. Itemized Cost Proposal - Firms shall provide itemized costs for the proposal. Please also delineate all costs related to project. Please note that the not-to-exceed fixed price for this project is Five Hundred Thousand Dollars (\$500,000.00).

- Q. Response to Requirements - Firms are required to detail their organization’s ability to satisfy, at a minimum, all aspects of the requirements as outlined in the “Scope of Work” section below. Firms are also required to:
1. Review, in detail, Section 17 – Terms and Conditions, to ensure that obligations and requirements required under this section can be met.
 2. Complete the attached Bid Form.
 3. Provide the City with a Certificate of Insurance, naming the City of Saint Paul and the National Fish and Wildlife Foundation as additional insured.
 4. Provide the City with a copy of Alaska Business License and Contractor License
 5. Include the proposal packet.
- R. Certification - Firms responding to this RFP are required to sign the certification on Appendix A – Bid Form and acknowledge any addendum. Failure to complete, sign and submit the certification may disqualify the proposal.
- S. References - Vendors shall include a list of five (5) references with their RFP, including the name, contact person with title, and phone number including area code. Municipal clients, particularly Alaska municipal clients, are preferred. Preference should also be given to clients with similar demographics and requirements.
- T. RFP Timeline

EVENT	DATE
1. RFP Issued	May 1, 2026
2. Pre-bid Conference	May 22, 2026
3. Vendor Questions Due	June 5, 2026
4. City Responses Due	June 19, 2026
5. Proposal Deadline 3:00 p.m. AST	June 30, 2026
6. Final Selection and Notification	July 10, 2026
7. Execute Contract	July 30, 2026

SECTION 8. FUNDING AGENCY REQUIREMENTS

This project is funded by the National Fish and Wildlife Foundation and as such, the selected proposal, which results in a professional services agreement (PSA) between the selected Firm and the City, will require:

- A. Adherence to the requirements of the National Fish and Wildlife Service Grant Agreement attached as Appendix C.
- B. The Firm agrees to submit a report not less frequently than monthly to the City covering general progress of the job and describing any problems or factors contributing to any delay.

SECTION 9. EVALUATION AND SELECTION CRITERIA

- A. The City reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion. The City reserves the right to accept a submission other than the lowest price submission without stating reasons. By the act of submitting a response to this RFP, the vendor waives any right to contest in any legal proceedings or against the right of the City to award the work to any vendor at its sole discretion.
- B. A selection committee will be established, and all submissions will first be reviewed to ensure that submission criteria set forth herein are met. The next step will consist of a comprehensive evaluation of the RFP based on the criteria contained herein, and vendors may be contacted at that time to provide further information or address any questions or issues that may have arisen in the evaluation.
- C. Upon completion of the evaluation, the City may elect to request further interviews or demonstrations to better understand the capabilities of the Firm.
- D. Evaluation Criteria - Proposals shall be evaluated by using the following criteria:

Element	Weighting
Relevant experience and expertise	30%
Quality and feasibility of proposed approach	30%
Cost competitiveness	20%
Project timeline	10%
References and past performance	10%

SECTION 10. TERMS AND CONDITIONS

- A. This RFP should not be construed as a contract to purchase goods or services. Only written notice to the firm of the acceptance of the proposal by the City and subsequent full execution of a written agreement shall constitute a contract for services.
- B. The City will not be liable for any costs incurred by any Firm in the preparation and/or submission of a proposal, in the facilitation of a presentation to support the proposal, or any other activities related to the creation of a proposal.
- C. Notwithstanding Section 14 concerning inquiries and responses, firm identities, pricing and other firm-provided information will not be shared with the other firms.
- D. This RFP does not commit the City to award a contract, or defray any costs incurred in the preparation of a response to this RFP, or contract for any services. All submitted responses

to this RFP become the property of the City as public records. All proposals may be subject to public review, on request, unless exempted as discussed elsewhere in this RFP.

- E. By accepting this RFP and/or submitting a proposal in response thereto, each responding party agrees for itself, its successors and assigns, to hold the City, and all of their various agents, council members, consultants, attorneys, and employees harmless from and against any and all claims and demands of whatever nature or type, which any such responding company, its representatives, agents, contractors, successors or assigns may have against any of them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a responding party/parties or negotiating or executing an agreement incorporating the commitments of the selected responding party.
- F. By submitting responses, each responding party acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.
- G. Responses shall be open and valid for a period of ninety (90) days from the due date of this RFP.
- H. Reservation of Rights - The City reserves the right to reject all proposals submitted; to select one or more responding parties; to void this RFP and the review process and/or terminate negotiations at any time; to select separate responding parties for various components of the scope of services; and to select a final party/parties from among the proposals received in response to this RFP. Additionally, all RFP project elements, requirements and schedules are subject to change and modification. The City also reserves the unqualified right to modify, suspend, or terminate at its sole discretion all aspects of this RFP process, to obtain further information from all responding parties, and to waive any defects as to form or content of the RFP or any responses by any party.
- I. Assignment - The successful Firm will not assign, transfer, or convey any interest in this RFP process, the RFP process, or any contract that may result therefrom, and any such attempt shall be null, void, and of no effect. The successful Firm shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the required work, including Firm's authorized subcontractors and subconsultants. All work shall be performed by the successful Firm or under the Firm's direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by state and local law to perform such services. The successful Firm shall be responsible for payment of all employees' wages and benefits and shall comply with all the requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. By submitting a response to this RFP, the Firm certifies that it is aware of all the provision of Alaska Labor Code and agrees to comply with such provisions during this RFP process, the RFP process if successful, and before commencing performance of any work pursuant to a contract, if one is awarded.
- J. Equal Opportunity - The City requires all proposers to comply with equal opportunity policies. Contracts are open to all persons without regard to race, color, religion, creed,

sex, sexual orientation, gender identity, age, ancestry, national origin, disability, or veteran status in consideration of this award, or political affiliation.

- K. Safety - To be qualified, the Firm must have an “acceptable safety record”, including no record of errors and omissions claims, have not been a party to any class action suits relating to design of projects of this type, and not been held liable in any lawsuits relating to similar design services. The City reserves the right to request proof of no claims from insurance providers and to search public databases for claims or other judgements. By submitting a response to this RFP, the respondent certifies that there are no outstanding, pending, or past claims or judgements. Failure to disclose any claims or other issues will be grounds for disqualification.

SECTION 11. APPENDICES

- Appendix A. Bid Form
- Appendix B. NFWF FY25 Grant Application
- Appendix C. NFWF Grant Agreement
- Appendix D. Saint Paul Drainage Study FY22
- Appendix E. Project Location Map
- Appendix F. City of Saint Paul Flooding Photographs
- Appendix G. Bonding and Insurance Requirements

APPENDIX A: BID FORM

Project: Saint Paul Island Final Design and Permitting for the Salt Lagoon and Community Pond

The undersigned bidder, if this bid is accepted, agrees to enter into an agreement with the City of Saint Paul to perform and furnish all Work for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the Contract Documents.

Bidder has examined copies of all the RFP Documents and addenda, if any, (receipt of which is hereby acknowledged).

Bid Amount: \$ _____

Bid Amount in Words: _____

Initial to Acknowledge receipt of Addenda (if applicable)

Addendum 1 _____

Addendum 2 _____

Addendum 3 _____

Firm: _____

By: _____

Address: _____

Phone: _____

Email: _____

Certification: I, (name) of (firm)
am hereby a representative of (firm) and duly
authorized to submit this RFP proposal. Dated: _____



EasyGrantsID: 87558

National Fish and Wildlife Foundation – National Coastal Resilience Fund 2025, Full Proposal

Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)

Organization: City of Saint Paul

Grant Information

Title of Project

Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)

Total Amount Requested	\$ 596,000.00
Matching Contributions Proposed	\$25,000.00
Proposed Grant Period	10/01/ 2025 - 12/31/ 2029

Project Description

This project will complete the final design, environmental review, and permitting for flood mitigation infrastructure near the Salt Lagoon and Community Pond on Saint Paul Island to address increasing coastal flooding and storm surge risks driven by climate change. The improvements will protect critical infrastructure, homes, and natural habitats, while enhancing community resilience, safeguarding public utilities, and supporting local ecological, cultural, and food security priorities.

Project Abstract

Coastal flooding is common on Saint Paul Island, caused by high tides, strong winds, or storm surge. Storm surges from easterly storms repeatedly inundate the lowlands. As future conditions lead to more intense storms and rising sea levels, coastal flooding is becoming more frequent and storm surges are becoming more severe. The purpose of this project is to complete final design, environmental review and permitting for flood mitigation improvements near the Salt Lagoon and Community Pond on Saint Paul Island. This project will help reduce risks from known natural hazards identified in the City’s Local Hazard Mitigation Plan. This project will reduce the risk to a vital transportation link from being damaged or destroyed by overtopping from storm surge or wave action, improve protection of underground critical utility infrastructure from damage associated with road erosion hazards, provide improved flood protection to homes, businesses, and the health center, reduce the hazard of localized stormwater flooding of facilities due to runoff from high intensity precipitation events and snow melt, protect coastal and wetland habitats, reduce saltwater intrusion into freshwater habitat, improve water quality in ecologically sensitive zones, stabilize local ecosystems, and supports local cultural and food security needs.

Organization and Primary Contact Information

Organization	City of Saint Paul
Organization Type	State or Local Government
City, State, Country	„

Region (if international)

Primary Contact	Lynn Sterbenz
Position/Title	Grants Coordinator
Phone and E-mail	x ; lsterbenz@stpaulak.com

Additional Contacts

Role	Name



NFWF

EasyGrantsID: 87558

National Fish and Wildlife Foundation – National Coastal Resilience Fund 2025, Full Proposal

Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)

Organization: City of Saint Paul

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NFWF

EasyGrantsID: 87558

National Fish and Wildlife Foundation – National Coastal Resilience Fund 2025, Full Proposal

Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)

Organization: City of Saint Paul

Project Location Information

Project Location Description	Saint Paul Island, Alaska
Project Country(ies)	North America - United States
Project State(s)	Alaska
Project Congressional District(s)	District 1 (AK)

Permits and Approvals

Permits/Approvals Description:	United States Army Corps of Engineers (USACE), Section 404 Clean Water Act (CWA) Permit. The 404 permit is required for any placement of fill in Waters of the United States. Desktop Waters of the United States mapping is not available for the project. It is assumed that these resources are present along the saltwater lagoon, and proposed onshore improvements. This may require a Nationwide Permit or Individual Permit.
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Permits/Approvals Status:	Intend to Apply
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Permits/Approvals Agency-Contact Person:	United States Army Corps of Engineers
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Permits/Approvals Submittal-Approval Date:	03/31/2026
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Permits/Approvals Description:	Essential Fish Habitat (EFH) Consultation is required on the potential impacts to habitat that support EFH habitat. The saltwater lagoon is listed as EFH.
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Permits/Approvals Status:	Intend to Apply
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Permits/Approvals Agency-Contact Person:	NOAA Fisheries (National Marine Fisheries Service)
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Permits/Approvals Submittal-Approval Date:	03/31/2026
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Permits/Approvals Description:	Endangered Species Act Consultation is required on the potential impacts to species listed under the Endangered Species Act Consultation. This is conducted with two separate agencies, the
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NFWF

EasyGrantsID: 87558

National Fish and Wildlife Foundation – National Coastal Resilience Fund 2025, Full Proposal

Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)

Organization: City of Saint Paul

National Marine Fisheries Service, and the US Fish and Wildlife Service. The saltwater lagoon is designated as habitat for endangered species regulated by NMFS.

Permits/Approvals Status: Intend to Apply

Permits/Approvals Agency-Contact Person: NOAA Fisheries (National Marine Fisheries Service)

Permits/Approvals Submittal-Approval Date: 03/31/2026

Permits/Approvals Description: Endangered Species Act Consultation is required on the potential impacts to species listed under the Endangered Species Act Consultation. This is conducted with two separate agencies, the National Marine Fisheries Service, and the US Fish and Wildlife Service. The Community Pond and the land is listed as potential habitat for endangered bird species regulated by USFWS.

Permits/Approvals Status: Intend to Apply

Permits/Approvals Agency-Contact Person: US Fish and Wildlife Service

Permits/Approvals Submittal-Approval Date: 03/31/2026

Permits/Approvals Description: National Historic Preservation Act requires consultation on the potential impacts to cultural resources. This will include consultation with the Alaska State Historic Preservation Officer.

Permits/Approvals Status: Intend to Apply

Permits/Approvals Agency-Contact Person: Alaska State Historic Preservation Office

Permits/Approvals Submittal-Approval Date: 03/31/2026

Permits/Approvals Description: National Historic Preservation Act requires consultation on the potential impacts to cultural resources with local tribal entities.

Permits/Approvals Status: Intend to Apply

Permits/Approvals Agency-Contact Person: Aleut Community of Saint Paul

Permits/Approvals Submittal-Approval Date: 03/31/2026



NFWF

EasyGrantsID: 87558

National Fish and Wildlife Foundation – National Coastal Resilience Fund 2025, Full Proposal

Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)

Organization: City of Saint Paul

Permits/Approvals Description: The USACE Permit will be required to comply with NEPA. This may include a Categorical Exclusion (for projects without a significant impact) or an Environmental Assessment (for projects with an unknown potential of significant impact).

Permits/Approvals Status: Intend to Apply

Permits/Approvals Agency-Contact Person: • National Environmental Policy Act (NEPA)

Permits/Approvals Submittal-Approval Date: 12/31/2026

Permits/Approvals Description: The project must not have takes for MBTA projected bird species, including their nests. This is most often compiled with through the use of bird nesting windows, and will not require a specific permit.

Permits/Approvals Status: Intend to Apply

Permits/Approvals Agency-Contact Person: Migratory Bird Treaty Act

Permits/Approvals Submittal-Approval Date: 03/31/2026

Permits/Approvals Description: Section 401 CWA Certificate of Reasonable Assurance must be filed in conjunction with the USACE Section 404 permit.

Permits/Approvals Status: Intend to Apply

Permits/Approvals Agency-Contact Person: Alaska Department of Environmental Conservation

Permits/Approvals Submittal-Approval Date: 03/31/2026

Permits/Approvals Description: Submerged Land Use Permit. DNR typically owns lands from the mean low water mark out to 3 nautical miles. Additional research will be required to determine if this is required in the lagoon or community pond.

Permits/Approvals Status: Intend to Apply

Permits/Approvals Agency-Contact Person: Alaska Department of Natural Resources

Permits/Approvals Submittal-Approval Date: 12/31/2026



NFWF

EasyGrantsID: 87558

National Fish and Wildlife Foundation – National Coastal Resilience Fund 2025, Full Proposal

Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)

Organization: City of Saint Paul

Permits/Approvals Description:	Temporary Water Withdrawal Permit. Use of water, in particular during construction for dust control and dewatering of low areas (i.e. trenches).
Permits/Approvals Status:	Intend to Apply
Permits/Approvals Agency-Contact Person:	Alaska Department of Natural Resources
Permits/Approvals Submittal-Approval Date:	12/31/2026



EasyGrantsID: 87558

National Fish and Wildlife Foundation – National Coastal Resilience Fund 2025, Full Proposal

Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)

Organization: City of Saint Paul

Activities and Outcomes

Funding Strategy: Planning, Research, Monitoring

Metric: Resilience - Management or Governance Planning - # plans developed

Required: Recommended

Description: Enter the number of plans developed that had input from multiple stakeholders.

Starting Value 0.00 # plans developed
Target value 1.00 # plans developed

Note:

Funding Strategy: Capacity, Outreach, Incentives

Metric: Resilience - Outreach/ Technical Assistance - # govt entities participating

Required: Recommended

Description: Enter the number of municipalities, local, state, and federal government entities participating in the project. In the NOTES, add the names of these institutions and their primary role.

Starting Value 1.00 # gov't entities participating
Target value 4.00 # gov't entities participating

Note:

Funding Strategy: Capacity, Outreach, Incentives

Metric: Resilience - Outreach/ Technical Assistance - # people targeted through email and newsletters

Required: Recommended

Description: Enter the total number of people targeted through email and newsletters.

Starting Value 0.00 # people targeted through email and newsletters
Target value 350.00 # people targeted through email and newsletters

Note:

Funding Strategy: Capacity, Outreach, Incentives

Metric: Resilience - Outreach/ Technical Assistance - # workshops, webinars, meetings

Required: Recommended



NFWF

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National Fish and Wildlife Foundation – National Coastal Resilience Fund 2025, Full
Proposal

Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)

Organization: City of Saint Paul

Description: Enter the number of workshops, webinars, and meetings held to address project activity.

Starting Value	0.00 # workshops, webinars, meetings
Target value	3.00 # workshops, webinars, meetings

Note:



EasyGrantsID: 87558
 National Fish and Wildlife Foundation –
 National Coastal Resilience Fund 2025, Full
 Proposal

Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)
 Organization: City of Saint Paul

I. PERSONNEL \$71,000.00

Staff Name	Position	Annual Salary	Project Hours	Hourly Rate	LOE (%)	Project Salary	% Fringe	\$ Fringe	Total Personnel
Dean Maschner	Project Manager	\$132,975.32	790.00	\$63.93	38	\$50,505.05	40.58	\$20,494.95	\$71,000.00
Totals						\$50,505.05		\$20,494.95	\$71,000.00

II. TRAVEL \$0.00

Domestic Airfare – Per Flight

Purpose/Destination	Unit Cost	Quantity	Total Cost
SubTotal			\$0.00

International Airfare – Per Flight

Purpose/Destination	Unit Cost	Quantity	Total Cost
SubTotal			\$0.00

Train – Per Ticket

Purpose/Destination	Unit Cost	Quantity	Total Cost
SubTotal			\$0.00



Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)
 Organization: City of Saint Paul

Rental Car – Per Day

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost
SubTotal				\$0.00

Taxis – Per Trip

Purpose/Destination	Unit Cost	Quantity	Total Cost
SubTotal			\$0.00

Mileage – Per Mile

Purpose/Destination	Unit Cost	Quantity	Total Cost
SubTotal			\$0.00

Gasoline – Per Gallon

Purpose/Destination	Unit Cost	Quantity	Total Cost
SubTotal			\$0.00

Per Diem (M&IE) – Per Day

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost
SubTotal				\$0.00



Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)
 Organization: City of Saint Paul

Lodging – Per Night

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost
SubTotal				\$0.00

Meals (no M&IE) – Per Meal

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost
SubTotal				\$0.00

III. EQUIPMENT \$0.00

Item Name	Description	Unit Cost	Quantity	Total Cost

IV. MATERIALS & SUPPLIES \$0.00

Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost

V. CONTRACTUAL SERVICES \$525,000.00

Subcontract/Contract – Per Agreement

Contractor Name	Description	Total Cost
To Be Determined		\$525,000.00
SubTotal		\$525,000.00



EasyGrantsID: 87558
 National Fish and Wildlife Foundation –
 National Coastal Resilience Fund 2025, Full
 Proposal

Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)
 Organization: City of Saint Paul

Subgrant – Per Agreement

Subrecipient	Description	Total Cost

SubTotal **\$0.00**

VI. OTHER DIRECT COSTS	\$0.00
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Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost

VII. TOTAL DIRECT COSTS	\$596,000.00
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VIII. INDIRECT COSTS	\$0.00
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Explanation of Modified Total Direct Cost Base(MTDC)	Rate Type	NICRA Expiration	\$MTDC	Rate(%)	Total Cost

IX. TOTAL PROJECT COSTS	\$596,000.00
--------------------------------	---------------------



Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)
Organization: City of Saint Paul

Budget Narrative

Budget Narrative:

1. Personnel

Personnel -

2. Travel

Domestic Airfare - Per Flight -

International Airfare - Per Flight -

Train - Per Ticket -

Rental Car - Per Day -

Taxis - Per Trip -

Mileage - Per Mile -

Gasoline - Per Gallon -

Per Diem (M&IE) - Per Day -

Lodging - Per Night -

Meals (No M&IE) - Per Meal -

3. Equipment



Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)
Organization: City of Saint Paul

Equipment -

4. Materials and Supplies

Materials and Supplies -

5. Contractual Services

Subcontract/Contract - Per Agreement -

If awarded this grant, the City will issue an RFP to select a contractor for the project.

Subgrant - Per Agreement -

6. Other Direct Costs

Other Direct Costs -

7. Indirect Costs

Indirect Costs -



Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)
Organization: City of Saint Paul

EasyGrantsID: 87558
National Fish and Wildlife Foundation –
National Coastal Resilience Fund 2025, Full
Proposal



NFWF

EasyGrantsID: 87558

National Fish and Wildlife Foundation – National Coastal Resilience Fund 2025, Full Proposal

Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)

Organization: City of Saint Paul

Matching Contributions

Matching Contribution Amount:	\$25,000.00
Type:	In-kind
Status:	Pledged
Source:	City of Saint Paul, AK
Source Type:	Non-Federal
Description:	The City will provide lodging, vehicles, and work space for consultants/contractors when they travel to the island to complete the project deliverables.

Total Amount of Matching Contributions:	\$25,000.00
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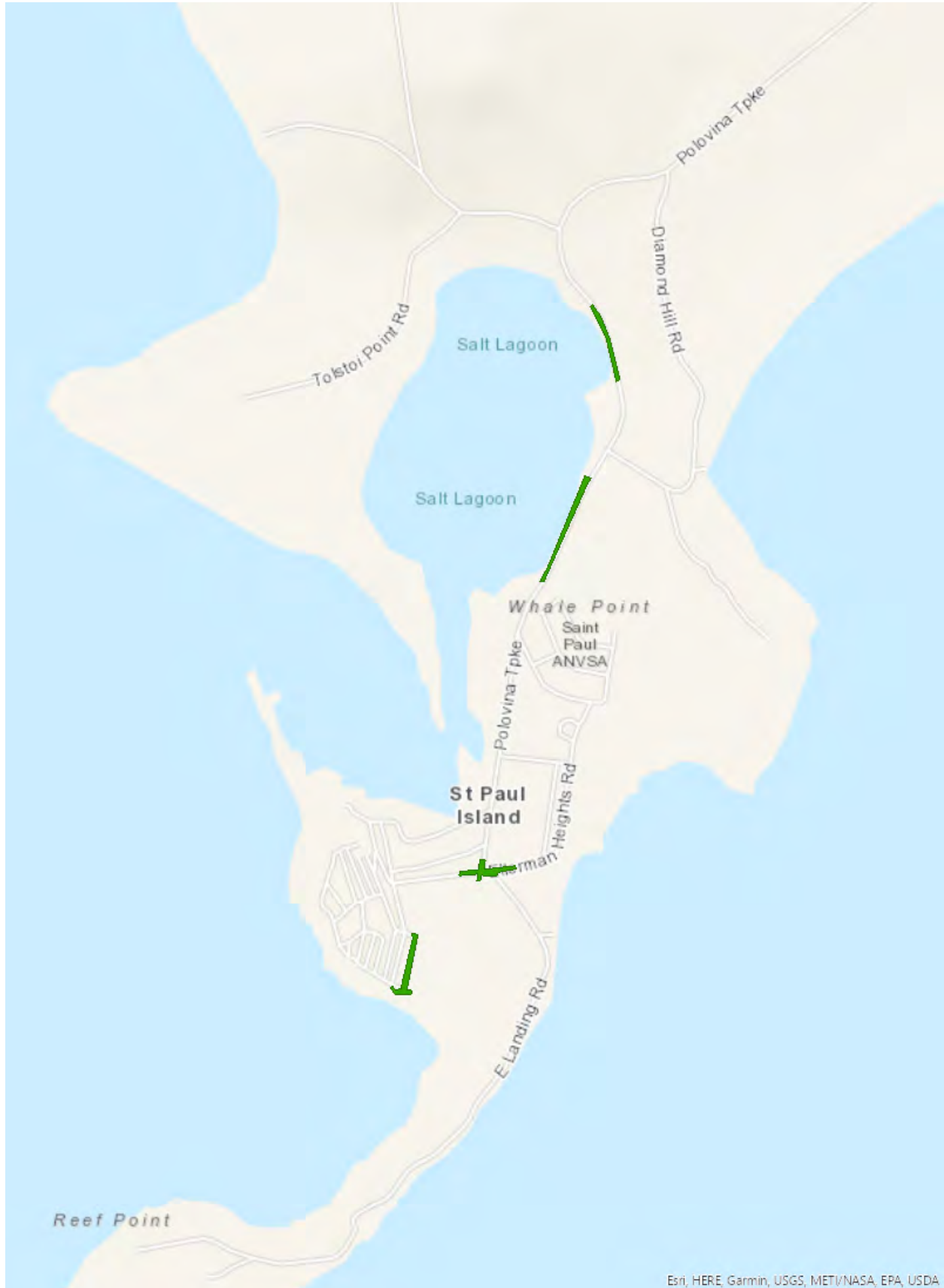
NFWF

EasyGrantsID: 87558

National Fish and Wildlife Foundation – National Coastal Resilience Fund 2025, Full Proposal

Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)

Organization: City of Saint Paul





EasyGrantsID: 87558

National Fish and Wildlife Foundation – National Coastal Resilience Fund 2025, Full Proposal

Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)

Organization: City of Saint Paul

The following pages contain the uploaded documents, in the order shown below, as provided by the applicant:

Upload Type	File Name	Uploaded By	Uploaded Date
NCRF Full Proposal Narrative 2025	City of Saint Paul Narrative.pdf	Sterbenz, Lynn	07/17/2025
Project Map	City of Saint Paul Project Location Map.pdf	Sterbenz, Lynn	07/14/2025
Photos - Jpeg	DSCN0066.jpg	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	DSCN0068 (1).jpg	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	DSCN0072.jpg	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	Foam surge at East Landing heading over into the pond. .JPG	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_0069.jpg	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_1229 (1).jpg	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_2550.JPG	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_2551.JPG	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_2552.JPG	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_2553.JPG	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_2558.JPG	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_2559.JPG	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_2560.JPG	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_2561.JPG	Sterbenz, Lynn	07/16/2025



EasyGrantsID: 87558

National Fish and Wildlife Foundation – National Coastal Resilience Fund 2025, Full Proposal

Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)

Organization: City of Saint Paul

Photos - Jpeg	IMG_2562.JPG	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	pond_13Dec15_3.jpg	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_2554.JPG	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_2556.JPG	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	20240415_123655.jpg	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	20240415_123700.jpg	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	20240415_123705.jpg	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	20240415_123741.jpg	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	20240415_144959.jpg	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	20240415_145001.jpg	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	20240415_145002.jpg	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	20240415_145005.jpg	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	20240415_145353.jpg	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_2583.JPEG	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_2588.JPEG	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_2590.JPEG	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_2591.JPEG	Sterbenz, Lynn	07/16/2025
Photos - Jpeg	IMG_2592.JPEG	Sterbenz, Lynn	07/16/2025



EasyGrantsID: 87558

National Fish and Wildlife Foundation – National Coastal Resilience Fund 2025, Full Proposal

Title: Saint Paul Island Salt Lagoon & Community Pond Flood Mitigation (AK)

Organization: City of Saint Paul

Statement of Litigation	Statement of Litigation.pdf	Sterbenz, Lynn	07/14/2025
Board of Trustees, Directors, or equivalent	City of Saint Paul Mayor and Council.pdf	Sterbenz, Lynn	07/16/2025
Applicant Controls Questionnaire	Applicant Controls Questionnaire.pdf	Sterbenz, Lynn	07/14/2025
Other Documents	City of Saint Paul_Salt Lagoon and Pond Flood Mitigation Project_photos.pdf	Sterbenz, Lynn	07/16/2025
Other Documents	ACSPI Memo localized flooding from recent storms 1.13.16.pdf	Sterbenz, Lynn	07/17/2025
Other Documents	Saint Paul Drainage Study.pdf	Sterbenz, Lynn	07/17/2025
Other Documents	City of Saint Paul Road Flooding and Drainage Photos.pdf	Sterbenz, Lynn	07/16/2025
Other Documents	SaintPaul_LHMP_Final 10.2022.pdf	Sterbenz, Lynn	07/16/2025
Other Documents	Pribilof Islands Regional Transportation Safety Action Plan - April 2025 reduced size.pdf	Sterbenz, Lynn	07/16/2025
Other Documents	City of Saint Paul 2023 Audit.pdf	Sterbenz, Lynn	07/16/2025
Other Documents	Saint Paul Island Road Drainage Project Areas.pdf	Sterbenz, Lynn	07/16/2025

The following uploads do not have the same headers and footers as the previous sections of this document in order to preserve the integrity of the actual files uploaded.



NCRF *PRE-PROPOSAL* – Narrative Template

PART I – PROJECT OVERVIEW

Project Category: Final Design and Permitting

Nature-based Solution: Community Resilience/Risk Reduction Planning
 Nature-based Stormwater Infrastructure

- 1. What are the coastal hazard risks you are looking to mitigate through your project?** Coastal flooding, severe storm surge, coastal storm wave surge and erosion have flooded, washed out, and made impassable some of the community’s most important access roads, one of which is the only access road between the city and the airport. Earthquakes which trigger tsunamis also have the potential to cause significant damage to the community’s roads. Critical facilities that are at risk of flooding from storm surge include the sewer lift station, a transformer, the school, and homes that face the pond. These hazards also impact the island’s tundra, cliffs, wetlands, and other areas of cultural and ecological importance. The Pond is a wetland area, while the Salt Lagoon is a bay, and both serve ecological importance for the waterfowl and the community. The Pond is an important wetland area to allow sea water from the east side to enter the pond. Both the Pond and the Salt Lagoon can absorb a certain degree of storm surge to prevent flooding; however previous storm surge events have caused flooding which reached the side of the road that contains the fiber optic cable and electrical sectionalizer. The Salt Lagoon is the western-most estuary system in the United States. Residents, 86% of whom are Unangan (Aleut), subsistence fish for salmon and hunt for sea ducks in the Salt Lagoon. Over 300 species of birds make the Salt Lagoon and Pond their feeding and resting habitats. Guided tours providing bird and Northern Fur Seal viewing and photography are important tourism activities and sources of revenue for the community.
- 2. How does the proposed project integrate with past and planned future risk reduction activities in the area?** The proposed project would accomplish planning and design of the following high priority projects identified in the City’s 2025 Transportation Safety Action Plan (attached): 1-R, 2-R, 3-R, 4-R, 5-R, 6-R, 7-R, 9-R, 10-R, and 11-R, as well as the following recommended actions identified in the City’s 2022 Local Hazard Mitigation Plan (attached): #15, #21, and #12.
- 3. For pipeline projects ONLY:** N/A
- 4. For Restoration Implementation projects ONLY:** N/A
- 5. Please describe the nature-based solution(s) (NbS) that will address the challenges mentioned in question 1 and how it will advance coastal security?** The project includes final design which will evaluate and confirm the selection of nature-based solutions for soil stabilization and erosion methods, protection measures and elevated road heights. The project will prioritize utilization of organics, native plants, and local volcanic rock for erosion control and stabilization. Because the project will accomplish final planning and design of recommended and high priority mitigation and transportation actions identified in recently published plans (uploaded), the project is designing interventions for the community to manage risks for their prevailing coastal hazards.
- 6. Explain the scale at which you are implementing the project. How is the project scalable, transferable, and/or innovative?** The project is scalable and transferable to other remote island communities such as ours in Alaska, where sea level rise, severe weather, storm surges and coastal flooding events are increasing at an accelerated rate.
- 7. What are the expected deliverables and results at the proposed end date of the project?** The two primary deliverables will be 1) 100% design drawings for three road hazard mitigation protection



strategies, Pond side soil stabilization measures, and Salt Lagoon side slope stabilization and wave protection; and 2) Environmental review/NEPA/Section 106/Section 7, and all necessary permitting.

8. **What is the expected long-term utility and sustainability of the project?** This project accomplishes and completes all pre-construction activities so that the City may proceed forward to construction and implementation. It is expected that once completed, the resilient infrastructure will withstand multiple flood events without significant damage, reducing the need for frequent repairs and maintenance.
9. **Who are the key partners or stakeholders working on the project or involved in implementation? What is their contribution to the project?** Partners, who are also landowners in the project, include the Aleut Community of Saint Paul Tribal Government, Tanadgusix Corporation, Central Bering Sea Fishermans' Association, NOAA's National Marine Fisheries Service, and the US Fish and Wildlife Service. An additional stakeholder is the Alaska Department of Fish and Game. Their contributions will include input into the design, planning and granting of easements.
10. **What community(ies) was or will be engaged in project development or implementation where the project will take place (beyond the project partners)? And how will they or were they engaged?** The entire community of Saint Paul Island, currently population 340, will be invited to be engaged in the project. Stakeholders and partners will be encouraged to collaborate throughout the project. The City's education and outreach contractor will be tasked with providing information to the community members and soliciting feedback about the proposed project prior to the start of the project and through completion. Specific activities and methods will include, at minimum: newsletter, social media, and added to the Infrastructure Projects Dashboard on the City's website, and addition of flood-specific and evacuation content on the City's website pages on Emergency Preparedness and Resilience.
11. **What are the key indicators of the engaged community(ies)?** Saint Paul Island is the largest of the 5 Pribilof Islands in the Bering Sea of Alaska. Eighty-four (84%) of the population is Unangan (Aleut) Alaskan Native, and the island is home to a Federally Recognized Alaska Native Village. Saint Paul Island is located in Census Tract 1, Aleutians West Census Area, Alaska. According to the Climate and Economic Justice Screening Tool, Saint Paul Island is "Partially Disadvantaged." The US Department of Treasury has formally designated the Aleutians West Census Area as an Opportunity Zone.
12. **What are the anticipated community benefits (either direct for *Restoration Implementation* projects or projected from planning and design projects) from the proposed activities in terms of reducing community exposure to existing and future coastal hazards?** Improving the critical transportation route will ensure that emergency services can access affected areas promptly, potentially saving lives during floods and other emergencies. This enhanced accessibility also facilitates timely evacuation efforts, reducing the risk to residents' lives and property. Improved transportation routes enhance the overall livability and quality of life in rural communities. Residents have better access to essential services, educational opportunities, and recreational facilities, fostering a more vibrant and resilient community. Additionally, reliable transportation infrastructure can attract investment and stimulate economic development, creating jobs and enhancing prosperity in rural areas.
13. **What are the anticipated fish and wildlife benefits (either direct for *Restoration Implementation* projects or projected from planning and design projects) from the proposed activities in terms of enhanced habitat?** The project will protect coastal and wetland habitats, reduce saltwater intrusion into freshwater habitat, improve water quality in ecologically sensitive zones, stabilize local ecosystems, and supports local cultural and food security needs.
14. **Other:** N/A
15. **Other Uploads –** N/A
16. **Other NFWF Applications:** N/A



NCRF *FULL PROPOSAL* – Narrative Template

PART II – SCOPE OF WORK

The proposed project fits into NFWF category “Final Design and Permitting” which will make the project ready for funding under future implementation grant opportunities.

This project will address chronic road degradation and frequent washouts along the primary road corridors of Saint Paul Island, with a particular focus on segments adjacent to Salt Lagoon, Community Pond, and coastal zones exposed to storm surges from the Bering Sea, as identified in the Project Location Map and accompanying shapefiles. These areas have repeatedly suffered flood-related damage, disrupting public access, hindering wildlife management activities, and compromising emergency response routes. The proposed work will enhance the reliability and resilience of these roadways through the application of sustainable engineering practices and nature-based solutions, ensuring long-term functionality while minimizing environmental impact.

The Target Areas for Improvement include:

- Salt Lagoon and Community Pond Perimeter Roadways: Vulnerable to erosion, water pooling, and frequent washouts due to coastal proximity and low elevation.
- Bering Sea-Facing Road Segments: Especially those in low-lying zones directly impacted by storm surge and wave over wash during severe weather events.
- Access Roads for NOAA and U.S. Fish & Wildlife Service (FWS): Heavily used by scientists, environmental stewards, and federal personnel who monitor marine mammal rookeries and critical bird nesting areas.

A. Methods and Activities:

1. Site Assessments and Environmental Surveys (25%)

Methodologies:

- Conduct topographic surveys to map elevation changes and roadbed conditions.
- Utilize LiDAR, drones, and satellite imagery for spatial analysis and erosion mapping.
- Perform hydrological and floodplain modeling to assess vulnerability to tidal and stormwater flooding.
- Collaborate with NOAA, U.S. FWS, and Tribal staff for field validation and wildlife corridor assessment.

Deliverables:

- Site Condition and Vulnerability Reports for Salt Lagoon, Community Pond, Bering Sea-facing corridors, and key access roads.
- Flood Risk and Coastal Erosion Maps, including annotated GIS shapefiles.
- Baseline Ecological Survey Summaries highlighting sensitive habitats and species usage patterns.

2. Engineering Design and Technical Planning (35%)

Methodologies:

- Apply sustainable and climate-adaptive design principles for long-term roadway resilience.
- Develop elevation and cross-sectional roadbed designs, incorporating projected sea-level rise and wave impact data.
- Size and locate culverts and drainage features based on hydrologic and storm surge models.
- Integrate landscape-based erosion control and runoff management features within engineering plans.

Deliverables:

- Preliminary and Final Design Packages, including CAD drawings and digital plan sets.



- Drainage and Erosion Control System Specifications.
- Permit-Ready Engineering Documentation for construction and environmental review.
- Design Basis Memoranda (DBM) summarizing technical assumptions and design rationale.

3. Coastal and Hydrologic Modeling (15%)

Methodologies:

- Perform 2D and 3D hydrodynamic modeling to simulate storm surge, tidal flow, and precipitation-induced runoff.
- Use coastal wave impact modeling tools (e.g., SWAN, ADCIRC) to identify at-risk infrastructure and test design alternatives.
- Model groundwater and surface water interactions to inform culvert placement and sizing.

Deliverables:

- Hydrodynamic Model Outputs visualizing flood depths, flow velocities, and storm surge scenarios.
- Model Calibration and Validation Reports using historical weather and tide data.
- Flood Risk Maps with design event overlays (e.g., 10-, 25-, 100-year return periods).

4. Stakeholder Engagement and Tribal Coordination (15%)

Methodologies:

- Conduct community engagement sessions and Tribal consultation workshops to ensure inclusive planning.
- Incorporate Traditional Ecological Knowledge (TEK) to ensure cultural and ecological knowledge informs planning and design strategies.
- Maintain regular coordination meetings with NOAA, U.S. FWS, and other agency stakeholders and researchers to ensure planning and design aligns with wildlife conservation goals.
- Use visualization tools and scenario modeling to communicate risks and proposed solutions.

Deliverables:

- Meeting Summaries and Stakeholder Input Reports.
- Project page on City website; project updates distributed via social media, newsletter, website; outreach and educational materials.
- Community-Informed Design Revisions integrated into final engineering plans.
- TEK Integration Framework outlining how Indigenous knowledge was incorporated.

5. Project Management, Compliance, and Reporting (10%)

Methodologies:

- Provide day-to-day project coordination, scheduling, and budget tracking.
- Ensure compliance with relevant federal, state, and Tribal environmental regulations.
- Manage data quality assurance protocols and document control procedures.
- Prepare progress reports for funding agencies and regulatory bodies.

Deliverables:

- Quarterly Progress Reports and Budget Status Updates.
- Environmental Review Documentation (e.g., NEPA checklists, permitting correspondence).
- Final Project Summary Report consolidating all assessments, design plans, and engagement outcomes.

B. Implementation Timeline and Milestones:



Dates	Milestones	Expected Progress
Jan 2026 – Mar 2026	Issue RFP and select contractor	Project team established
Mar 2026 – Oct 2026	Topographic, geotechnical, and floodplain surveys; Stakeholder coordination	Environmental and site data collected; Stakeholder priorities identified
Nov 2026 – May 2027	Preliminary designs & regulatory permitting	35% and 65% designs completed and approved; Permit applications in progress
June 2027 – Dec 2027	Final engineering and environmental design	95% and 100% design sets completed and approved
Jan 2028 – June 2028	Construction bid docs and site certification	Site certification completed; construction bid docs specifications packet completed

C. Monitoring Project Impact:

Beyond the required NFWF metrics explain how the project will be evaluated for success in achieving outcomes. The success of this project’s design and planning phase will be evaluated based on the extent to which it produces technically sound, context-appropriate, and stakeholder-supported plans that are ready for implementation. The evaluation will determine how effectively the design and planning phase fulfills the following outcomes:

1. Accurately identify and characterize roadway vulnerabilities using field and environmental data.
2. Produce resilient, sustainable engineering designs that address flood and erosion risks.
3. Integrate ecological and cultural values, including nature-based solutions and Traditional Ecological Knowledge (TEK).
4. Develop plans and documentation that are implementation-ready and meet permitting and compliance standards.

The evaluation methodology will include:

- Structured internal and third-party reviews of all design documents for technical accuracy and resilience.
- Evaluation of modeling outputs for completeness, transparency, and replicability.
- Presentation of draft and final designs to NOAA, U.S. FWS, Tribal partners, landowners, community members and other local stakeholders.
- Gathering if formal feedback through structured surveys or consultation sessions.
- Revision of plans in response to validated concerns or additional insights.

D. Project Team & Partners:

- **List the organizations and key personnel that will be primarily responsible for implementing the project and describe their qualifications and track record of success relevant to implementing the work.** City of Saint Paul staff involved in this project will include the City Manager, Project Manager, Finance Director, Grants Coordinator. All have extensive experience, knowledge and skills in project management, grants administration, financial management, contract negotiation and compliance. This team has successfully managed multiple federal and state funded planning



and construction projects. Please see answers to questions 9. and E. for more information on partners and stakeholders.

E. Other (Optional):

The following responses are provided to the reviewers' questions we received from our pre-proposal.

1. Several nature-based habitat restoration projects could be implemented following completion of the design and planning phase. These projects would align with the ecological and cultural values identified through stakeholder and Tribal engagement, particularly through the integration of Traditional Ecological Knowledge (TEK) and climate-adaptive design strategies. Specific examples of post-design nature-based restoration projects that could be informed by data collected during the design phase that could potentially be implemented during the construction phase under future funding might include:

- a. Coastal Dune and Berm Restoration Using Native Vegetation.

Location: Bering Sea-facing road segments

Purpose: To reduce wave over wash, protect road infrastructure, and restore native dune ecosystems

Nature-Based Approach:

- Re-establish coastal berms using sand and organic material shaped to mimic natural landforms.
- Stabilize dunes with native salt-tolerant grasses and forbs known to reduce erosion.
- Incorporate TEK-guided planting strategies to enhance wildlife habitat and ensure cultural compatibility.

- b. Salt Lagoon Tidal Wetland Restoration

Location: Perimeter of Salt Lagoon

Purpose: Improve tidal exchange, reduce roadway flood risk, and enhance waterbird habitat

Nature-Based Approach:

- Regrade selected areas to restore natural tidal flow regimes and reduce pooling.
- Install low-impact culverts or tide gates that allow for fish and water exchange during non-storm periods.
- Use natural fiber coir logs and brush layering to stabilize shorelines while allowing marsh expansion.
- Partner with Tribal resource managers to identify and protect culturally significant wetland plant species.

- c. Community Pond Riparian Buffer Enhancement

Location: Roads adjacent to Community Pond

Purpose: Filter runoff, prevent road-edge erosion, and enhance freshwater habitat

Nature-Based Approach:

- Establish 10–25 ft vegetated buffers with native sedges, willows, and mosses along the road margins.
- Create gently sloped bioswales to slow runoff and allow infiltration before reaching the pond.
- Incorporate interpretive signage co-designed with the Tribal community to share TEK about local freshwater systems and their cultural roles.

2. The proposed project would accomplish planning and design of portions of the following high priority projects identified in the 2025 Pribilof Islands Regional Transportation Safety Action Plan (pages 58-65) that correspond with the Salt Lagoon and Community Pond areas: 1-R, 2-R, 3-R, 4-R,



5-R, 6-R, 7-R, 9-R, 10-R, and 11-R. The proposed project would accomplish planning and design of the following recommended mitigation actions identified in the City's 2022 Local Hazard Mitigation Plan (pages 5-6 through 5-9): #15-Shoreline Stabilization near Critical Roads, #21-Protect Critical Facilities from Storm Surge, and #12-Cultural and Natural Resource Protection. Both plans have been uploaded as part of this application.

3. Partners and stakeholders, some of whom are also landowners in the project, include the Aleut Community of Saint Paul Tribal Government, Tanadgusix Corporation, Central Bering Sea Fisherman's Association, NOAA's National Marine Fisheries Service, and the US Fish and Wildlife Service. For this proposed final design planning project, partners and stakeholders will be meaningfully engaged throughout the process, with a strong emphasis on integrating ecological and cultural values. Engagement will go beyond consultation to include collaborative decision-making at key milestones, ensuring the project reflects a shared vision that honors both natural systems and community identity.

Level of Engagement and Decision-Making Roles:

- a. **Project Scoping and Visioning.** Partners and stakeholders—including Indigenous communities, environmental organizations, local residents, and government agencies—will play a direct role in defining the project's goals. This includes identifying ecological priorities, cultural values, and key areas where nature-based solutions and Traditional Ecological Knowledge (TEK) should guide the design approach.
 - b. **Design Development.** During the concept and detailed design phases, partners will co-develop and evaluate alternatives. Indigenous knowledge holders and environmental experts will help identify opportunities for ecosystem restoration, climate resilience, and culturally significant features. This stage will incorporate TEK alongside Western science to guide the integration of native species, hydrological systems, and culturally appropriate land uses.
 - c. **Decision Points and Final Design Selection.** Stakeholders will participate in structured workshops and review panels to assess design proposals against shared ecological, cultural, and functional criteria. Their input will directly influence the selection of preferred options, ensuring that nature-based solutions—such as green infrastructure, wetland buffers, or wildlife corridors—are prioritized, and that Indigenous cultural landscapes and narratives are visibly and meaningfully embedded in the final design.
 - d. **Implementation Planning.** Partners will help define stewardship strategies, monitoring plans, and education components that support long-term ecological health and cultural continuity. Indigenous partners will have a role in guiding land management approaches and ceremonial considerations post-construction.
4. The City's Local Hazard Mitigation Plan 2022 update was a collaborative effort between the City of Saint Paul, the State of Alaska Department of Homeland Security and Emergency Management, AECOM Technical Services, Inc. who served as the consultant, and three City staff members: the City Manager who also serves as the Fire Chief, the Projects & Grants Specialist, and the Chief of Police. Stakeholders invited to participate in the planning process included Aleut Community of Saint Paul Island (President), Aleut Corporation (Shareholder Relations), Central Bering Sea's Fishermen's Association (Chief Operating Officer), Coastal Transportation, Inc. (Vice President), Lynden Air Cargo, National Oceanographic and Atmospheric Administration (NOAA) (Pribilof Islands Program Manager and Fur Seal Research Coordinator), Pribilof School District (Superintendent/K-12 principal), State of Alaska, Department of Homeland Security and Emergency Management (Hazard Mitigation Planner), State of Alaska, Department of Transportation and Public Facilities (Kodiak/Aleutian District Superintendent), Tanadgusix Corporation (Chief Executive Office / Vice-



Chairperson of the Board), Trident Seafoods (Western Alaska Operation Manager), and US Fish and Wildlife Service (Refuge Manager).

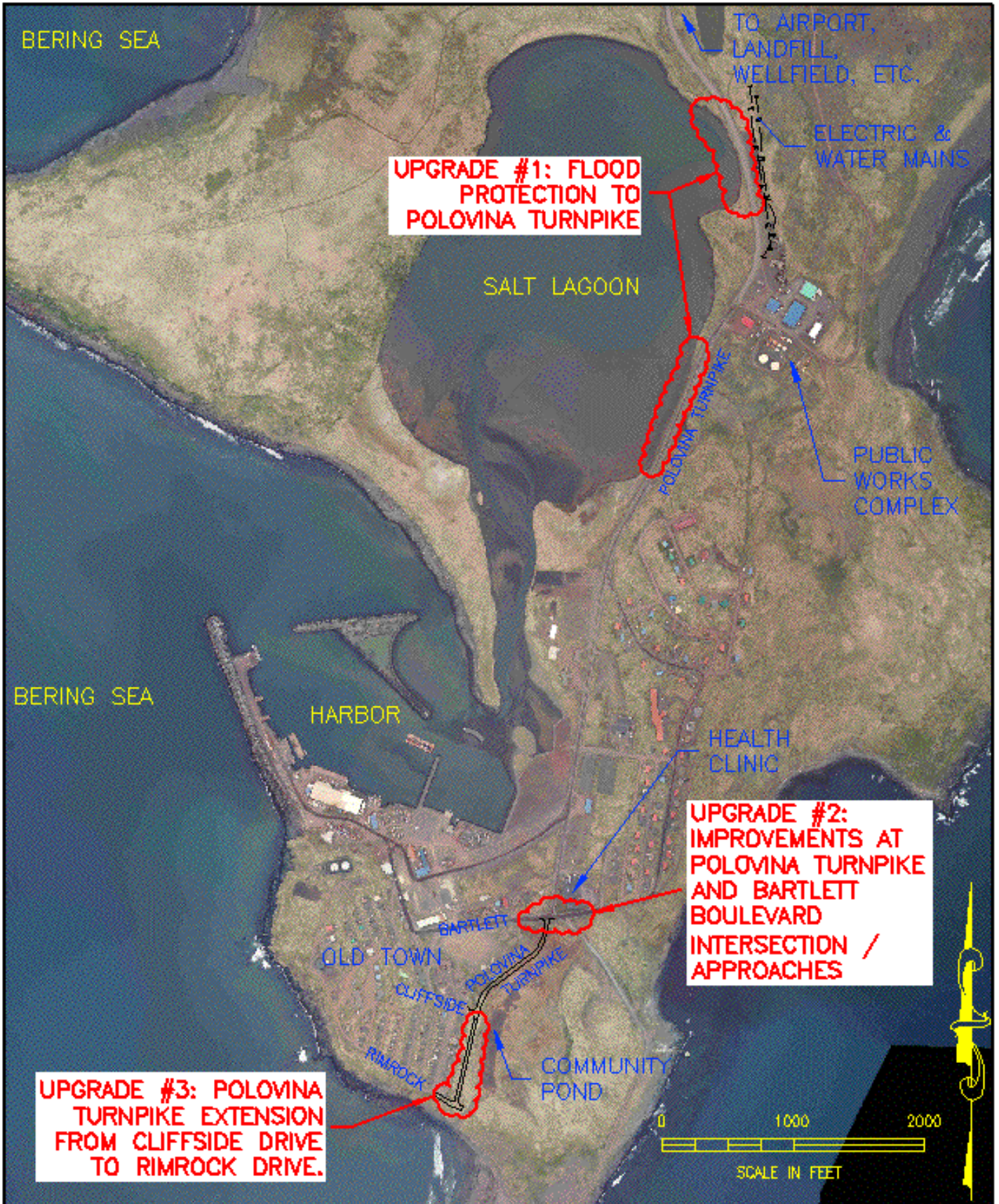
The 2025 Pribilof Islands Regional Transportation Safety Action Plan was a collaborative effort between the City of Saint Paul, City of Saint George, and Kuna Engineering who served as the contractor developing the plan. City staff included the City Manager who also serves as Acting Public Works Director, the City Project Manager, Grants Coordinator, City Clerk, and Outreach contractor. Stakeholders invited to participate in the planning process included Aleut Community of Saint Paul Island, Aleut Community of Saint George Island, Aleut Corporation, Aleutian Pribilof Islands Community Development Association, Aleutian Pribilof Islands Association, Central Bering Sea’s Fishermen’s Association, Tanadgusix Corporation (TDX), Tanaq Corporation, Pribilof School District, Southcentral Foundation, National Oceanographic and Atmospheric Administration (NOAA), and US Fish and Wildlife Service.

5. As a small, remote, and isolated island community, the people and entities of Saint Paul Island are deeply accustomed to working collaboratively to meet shared challenges and support community well-being. With limited external resources and a strong reliance on local knowledge and cooperation, residents routinely come together across households, organizations, and generations to plan, implement, and maintain essential projects. This collective approach is rooted in a long tradition of mutual support, cultural stewardship, and adaptive problem-solving, making community-driven collaboration not only a necessity but a core strength of island life. Landowners will be engaged as key partners and stakeholders throughout the planning and design process to ensure that the project reflects local knowledge, respects property rights, and supports shared goals for ecological resilience, cultural preservation, and infrastructure sustainability. Further explanation is provided in E.3., above and in the pre-proposal.

F. Uploads & Descriptions:

File Name	Credit	Description
City of Saint Paul Salt Lagoon and Pond Flood Mitigation Photos	City of Saint Paul	This PDF file contains 10 photos each with captions.
City of Saint Paul Road Flooding and Drainage Issues Photos	City of Saint Paul	This PDF file contains 16 photos each with captions.
Saint Paul Island Road Drainage Project Areas	EBSC Engineering	This PDF file contains a memorandum and four drawings
Surface Water Drainage Study - FY2022 Saint Paul, Alaska	EBSC Engineering	This is a report of a study done on surface water drainage issues
ACSPI Memo localized flooding from recent storms 1.13.16	Aleut Community of Saint Paul Island	Memo with supporting documentation on localized flooding
Pribilof Islands Regional Transportation Safety Action Plan – April 2025 reduced size	City of Saint Paul and Kuna Engineering	This Action Plan includes a Project Matrix which includes the proposed projects
Saint Paul LHMP Final 10.2022	City of Saint Paul and State of Alaska Dept. of Homeland Security and Emergency Management	This PDF file contains the City’s Local Hazard Mitigation Plan which includes the proposed projects

City of Saint Paul, AK
Salt Lagoon & Community Pond Flood Mitigation Project
SITE MAP



	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 87558	2. NFWF GRANT ID: 0318.26.087558
		3. UNIQUE ENTITY IDENTIFIER (UEI) F9NRLCANGSE4	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A
5. SUBRECIPIENT TYPE State or Local Government		6. NFWF SUBRECIPIENT City of Saint Paul	
7. NFWF SUBRECIPIENT CONTACT		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION	
Lynn Sterbenz City of Saint Paul 950 Gorbach Street PO Box 901 Saint Paul Island, AK 99660 Tel: 360-929-6132 lsterbenz@stpaulak.com		Eric Schertler National Fish and Wildlife Foundation 1625 Eye Street, N.W. Suite 300 Washington, D.C. 20006 Tel: 202-857-0166 Eric.Schertler@nfwf.org	
9. PROJECT TITLE Final Designs for Salt Lagoon and Community Pond Flood Mitigation (AK)			
10. PROJECT DESCRIPTION Complete the final design, environmental review, and permitting for flood mitigation infrastructure near the Salt Lagoon and Community Pond on Saint Paul Island. Project will address increasing coastal flooding, storm surge risks, and erosion through the development of new roadway designs integrating solutions to protect critical utility infrastructure and homes while enhancing wetland habitats critical for migrating birds.			
11. PERIOD OF PERFORMANCE October 1, 2025 to December 31, 2029	12. TOTAL AWARD TO SUBRECIPIENT \$596,000	13. TOTAL FED. FUNDS \$596,000	14. TOTAL NON-FED. FUNDS N/A
15. FEDERAL MATCH REQUIREMENT N/A		16. NON-FEDERAL MATCH REQUIREMENT \$25,000	
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.			
18. TABLE OF CONTENTS			
SEC.	DESCRIPTION		
1	NFWF Agreement Administration		
2	NFWF Agreement Clauses		
3	Representations, Certifications, Obligations, and Other Statements – General		
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General		
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific		
6	Other Representations, Certifications, Statements and Clauses		


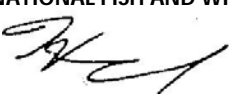
19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL

A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA
National Oceanic And Atmospheric Administration	FC.A087	01/14/2025	NA25NOSX473C0139	\$95,646,313	\$596,000	12/31/2029	11.473

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print) Phillip A. Zavadil, City Manager	D. NAME AND TITLE OF NFWF AWARDING OFFICIAL Holly A. Bamford, PhD, Chief Conservation Officer
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B. SUBRECIPIENT BY 	C. DATE 02/20/2026	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY 	F. DATE 3/8/2026
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NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Reporting Task	Task Due Date
Interim Financial Report	April 1, 2026
Interim Financial Report	October 1, 2026
Interim Programmatic Report	October 1, 2026
Annual Financial Report	October 1, 2026
Interim Financial Report	April 1, 2027
Interim Financial Report	October 1, 2027
Interim Programmatic Report	October 1, 2027
Annual Financial Report	October 1, 2027
Interim Financial Report	April 1, 2028
Interim Financial Report	October 1, 2028
Interim Programmatic Report	October 1, 2028
Annual Financial Report	October 1, 2028
Interim Financial Report	April 1, 2029
Interim Financial Report	October 1, 2029
Interim Programmatic Report	October 1, 2029
Annual Financial Report	October 1, 2029
Final Programmatic Report	March 31, 2029
Final Financial Report	March 31, 2029



SECTION 1 NFWF AGREEMENT ADMINISTRATION

1.1. Amendments.

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

1.1.1. Budget Amendment Request.

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

1.1.2. Extension of Performance Period.

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

1.2. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

1.2.1. Documentation and Reporting of Matching Contributions.

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

1.2.2. Assessing Fair Market Value.

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter “OMB Uniform Guidance”), regardless of whether this Agreement is federally funded.

1.3. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF’s grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

1.3.1. Reimbursements.

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

1.3.2. Advances.

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; 3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient’s needs.

1.3.3. Interest.

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

1.4. Reports.

1.4.1. Interim Programmatic Reports.

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.2. Interim Financial Reports.

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.3. Annual Financial Report.

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.4.4. Final Reports.

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.4.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

1.4.4.1. Photographs.

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo

credit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

1.4.4.2. Spatial Data.

The NFWF Subrecipient will submit accurate spatial data with the final report at a resolution that allows NFWF to know exactly where individual on-the-ground project activities occurred. Accurate spatial data are defined as polygon(s) depicting the exact location and boundaries of each on-the-ground conservation practice implemented within the Period of Performance. For projects where the location of activities has changed or was only known approximately at the full proposal stage, grantees will update the spatial data given with the exact location of activities. Updates to spatial data depicting project activities will be submitted through NFWF's online mapping tool. The polygon(s) name(s) shall include the conservation actions that have been completed within that project area. NFWF retains the right to use the spatial data in order to perform spatial analyses and depict the generalized project location on public maps.

1.4.4.3. Monitoring and Other Project Data.

Upon request by NFWF, the NFWF Subrecipient will provide to NFWF raw and/or summary data collected or analyzed as part of the project, for NFWF's use in analyses of program outcomes. The Subrecipient will submit these data, either when available or at project completion, through a cloud-based data sharing platform or another agreed-upon mechanism.

1.4.5. Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.4.5.1. Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

1.4.5.2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

1.5. Reports and Payment Requests.

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

1.6. Record Retention and Access.

1.6.1. Retention Requirements for Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as the end date, NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

1.6.2. Access to Records.

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient shall:(1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity, Acknowledgment of Support, and Disclaimers.

2.5.1. Publicity.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

2.5.2. Acknowledgment of Support.

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

2.5.3. Logo Use.

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

2.5.4. Disclaimers.

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

For Projects funded in whole or part with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information

to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

2.9. Intellectual Property.

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications. NFWF retains the right to use project metrics and spatial data submitted by the NFWF Subrecipient to estimate societal benefits that result and to report these results to funding partners on a case-by-case basis as determined by NFWF. These may include but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (e.g., wildfire, floods), carbon accounting (e.g., sequestration, avoided emissions), environmental justice, and diversity, equity, and inclusion.

2.10. System for Award Management (SAM) Registration.

The NFWF Subrecipient must maintain an active SAM registration at www.SAM.gov until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

2.11. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

2.12. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

2.13. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient

provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

2.14. Choice of Law/Jurisdiction.

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

2.15. Stop Work.

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

2.16. Termination.

2.16.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.16.1.1. the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.16.1.2. the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.16.1.3. suspension or debarment by the Government of the NFWF Subrecipient; or,

2.16.1.4. any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

2.16.1.5. NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

2.16.1.6. after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if

any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

2.16.1.7. if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.16.2. Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

2.16.3. In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.16.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.16.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

2.16.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.16.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

2.16.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

2.16.3.6. Return to NFWF any unobligated portion of the Award.

2.17. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.18. Severability.

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.19. Interpretation and Construction.

2.19.1. This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

2.19.2. The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

2.19.3. Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.19.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.19.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL

3.1. Binding Obligation.

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

3.3. Compliance with Laws.

3.3.1. In General.

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

3.3.2. Compliance with Anti-Corruption Laws.

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

3.3.3. Compliance with Anti-Terrorism Laws.

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/faq_sanctions_list.shtml; (3) on the consolidated

list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

3.3.4. Compliance with Additional Laws and Restrictions.

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

3.4. Subrecipient Debarment and Suspensions.

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

3.5. Conflicts of Interest.

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

4.2. 2 CFR § 200 Subpart F Audits.

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

4.3. Real and Personal Property.

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

4.4. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.5. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - c. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.9. 43 CFR §18 New Restrictions on Lobbying.

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and 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.

(b) 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.

(c) The NFWF Subrecipient 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 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, as represented by execution of this Agreement, 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. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such

waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4.11. Drug-Free Workplace.

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

4.13 Prohibition on Certain Drones and Uncrewed Aerial Systems.

Pursuant to the American Security Drone Act (ASDA), effective December 22, 2025, and implementing guidance or regulations, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to use, operate, purchase, procure, or otherwise acquire any drone or uncrewed aerial systems (UAS) included on the Covered Foreign Entities (CFE) List.

This prohibition applies to both newly acquired UAS and any existing UAS used in connection with activities funded under this Agreement, regardless of whether such systems were acquired prior to the effective date of this provision.

By execution of this Agreement, the NFWF Subrecipient warrants and represents that it has reviewed, or will review, its UAS inventory and any planned acquisitions to ensure compliance with the ASDA and shall take appropriate corrective action if any noncompliant systems are identified. The NFWF Subrecipient shall flow down the requirements of this provision to all subawards, subcontracts, and other lower-tier agreements funded in whole or in part with federal funds under this Agreement.

4.14. Domestic Preference for Procurements.

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:

- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
- ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

FC.A087 Grant Terms

Department of Commerce (DOC) Compliance Requirements.

The NFWF Subrecipient must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated October 1, 2024, available at <https://www.commerce.gov/sites/default/files/2024-09/Department%20of%20Commerce%20Federal%20Financial%20Assistance%20Manual%202024-vF.pdf>. See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.331-333 (Subrecipient monitoring and management). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

Foreign Air Carrier.

The recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. 301-10.131 through 301-10.143. If a foreign air carrier is anticipated to be used for any portion of travel under this award the recipient must receive prior approval from NFWF.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

If applicable, and pursuant to the Infrastructure Investment and Jobs Act (“IIJA”), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product

that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. This requirement also applies to subrecipients.

Waivers: When necessary, recipients may apply for, and DOC may grant, a waiver from these requirements. DOC will notify the recipient for information on the process for requesting a waiver from these requirements. When DOC has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which DOC determines that: a. applying the domestic content procurement preference would be inconsistent with the public interest; b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. DOC will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at whitehouse.gov/omb/management/made-in-america.

Definitions: “Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. “Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States. “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy. “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States. --
1 Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. 2 IIA, § 70917(c)(1).

Implementation of Domestic Sourcing Requirements

Prior to initiation of any construction that may arise in this award, the NFWF Subrecipient is required to inform NFWF whether it is using iron, steel, manufactured products, or construction materials as described in "Required Use of American Iron, Steel, Manufactured Products, and Construction Materials" above. In addition, the NFWF Subrecipient is required to inform the NFWF whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition.

Field Work.

The NFWF Subrecipient is required to follow recognized best practices for minimizing impacts to the human and natural environment when applicable and will provide for safety in their projects as needed, including addressing the safety of personnel, associates, visitors, and volunteers in their projects. In addition, any use of unoccupied aircraft systems in projects under this award must be in compliance with all applicable Federal Aviation Administration regulations, and any other applicable federal, state, or local regulations.

In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the NFWF Subrecipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the NFWF Subrecipient to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

Equipment Reporting.

Equipment or supplies (aggregate supplies, not per unit) at a cost of \$10,000 or greater per unit value, including its fair market value, must be inventoried at least once every two years and at award closeout (2 CFR 200.313). NFWF Subrecipients may use the outdated SF-428 form series to report on tangible property or submit their own customized report including a description of federally owned equipment, identification information, acquisition cost, and acquisition date. More guidance on property definitions and forms is posted online at coast.noaa.gov/funding/forms.html.

Data Sharing Directive.

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

- a) Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet

address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered “experimental products” and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.

- b) **Timeliness:** Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
- c) **Disclaimer:** Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
- d) **Failure to Share Data:** Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
- e) **Funding acknowledgement:** Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
- f) **Manuscript submission:** The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
- g) **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

Scientific Integrity.

- a) *Maintaining Integrity.* The NFWF Subrecipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries,

investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

- b) *Peer Review*. The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
- c) In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the NFWF Subrecipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
- d) *Primary Responsibility*. The NFWF Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
- e) By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
- f) The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

Invasive Species Control.

Pursuant to Executive Order # 13112, recipients of NOAA funding cannot implement any actions that are likely to cause or promote the introduction or spread of invasive species, and should provide for restoration of native species and habitat conditions in ecosystems that have been invaded. The NFWF Subrecipient is expected to take positive steps to prevent the introduction of invasive species, provide for control of invasive species, and minimize the economic, ecological, and human health impacts that invasive species cause. Where possible and/or practicable, the NFWF Subrecipient should also respond rapidly to and control populations of invasive species in an environmentally sound manner, promote public education on invasive species, and conduct post-construction monitoring to ensure that impacts on native species did not occur (as applicable). NOAA can provide additional guidance on the detection, control and prevention of invasive species impacts upon request.

SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None.

Surface Water Drainage Study - FY2022

Saint Paul, Alaska



City of Saint Paul

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Acknowledgments

This 2022 Surface Water Drainage Study is the result from the vision, commitment, and leadership of the Saint Paul community. EBSC Engineering prepared this document, with assistance and support from the City of Saint Paul.

Edward Hakala, Professional Civil
Engineer, EBSC



Phillip A. Zavadil, City Manager
City of Saint Paul



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Executive Summary

The City of Saint Paul, Alaska, located on Saint Paul Island in the Pribilof Islands, faces significant challenges with surface water drainage due to its unique geographic, climatic, and geologic conditions. This Surface Water Drainage Study (SWDS) for FY2022, prepared in collaboration with EBSC Engineering, LLC, builds upon prior studies, community input from meetings held on July 14, 2021, and additional data gathered from available documents. The study aims to identify drainage deficiencies, prioritize improvement projects, and propose practical solutions to enhance public safety, access, and infrastructure resilience.

Key Priorities (Based on FY2022 SWDS and Community Input)

- High Priority (2022–2027):
 - Gas Station Area: Address large puddles impacting safety and access.
 - King Street: Improve drainage along the critical Airport Access Road.
 - Harbor Area: Mitigate drainage issues affecting the small boat harbor.
- Medium Priority (2027–2032):
 - Bartlett Blvd
 - Alley Street
 - Rim Rock Drive
 - Sidetown Road
 - Tolstoi Road
- Low Priority (2032–2042):
 - Additional roads for housing and access roads, as funding allows.

Objectives

- Document existing drainage deficiencies and community needs.
- Prioritize projects based on safety, access, and public inconvenience.
- Propose feasible engineering solutions, including schematic designs for high-priority areas.
- Identify funding sources and regulatory requirements for implementation.

This study integrates community priorities, site observations from July 2021, and environmental considerations to guide transportation and drainage improvements in Saint Paul.

Introduction and Background

Purpose

The FY2022 SWDS aims to address surface water drainage challenges in Saint Paul to improve public safety, ensure reliable access to essential services, and enhance transportation infrastructure. The study provides a roadmap for the City, state and federal agencies, and engineering consultants to implement practical and cost-effective solutions.

Background

Saint Paul is a small, predominantly Alaskan Native community on Saint Paul Island, accessible only by air and sea. The island's maritime climate, characterized by frequent storms, high winds, and heavy fog, exacerbates drainage issues. The local geology—layered basaltic lava flows, sandy soils, and fractured bedrock—allows precipitation to percolate freely, resulting in minimal natural drainageways but persistent ponding in low-lying areas. Poor-quality road materials (silty sand) and inadequate drainage infrastructure contribute to rutted, muddy, and impassable roads, particularly during spring and autumn.

The FY2022 SWDS, community meetings, and prior planning efforts identified key drainage problem areas, including the Gas Station, King Street, and Harbor Area. These areas pose safety risks, hinder emergency access, and cause public inconvenience. This updated study refines those priorities and incorporates new insights to address ongoing challenges.

Goals and Objectives

- Describe Deficiencies: Document existing drainage issues and their impacts.
- Prioritize Needs: Rank problem areas based on community input and safety concerns.
- Propose Solutions: Develop practical, cost-effective drainage improvements.
- Guide Implementation: Provide schematic designs and regulatory guidance for high-priority projects.

Drainage Study Area

Location and Access

Saint Paul is located on a narrow peninsula at the southern tip of Saint Paul Island, 240 miles north of the Aleutian Islands and 750 miles west of Anchorage. The community is served by a state-owned asphalt runway with regular flights and a small boat harbor with a 1200' breakwater. Cargo vessels deliver goods approximately six times a year.

Climate

Saint Paul experiences a southwest maritime climate with:

- Mean temperatures: 19°F to 51°F.
- Frequent cyclonic storms, high winds, and heavy summer fog.
- Annual precipitation: Approximately 23–30 inches, with significant runoff during storms due to limited natural drainageways.

Soils and Topography

- Geology: Layered basaltic lava flows and sandy soils dominate, with fractured bedrock allowing rapid percolation of precipitation.
- Topography: The island spans 27,000 acres with sandy lowlands (up to 120 feet elevation) and active dunes in the northeast. Few incised drainageways exist, and wetlands occur at the base of uplands.
- Soils: Sandy material mixed with volcanic pyroclastics; organic-rich soils in wet areas. A shallow water table exists near Big Lake and Telegraph Hill.

Land Use

- Residential: Predominant land use, with limited commercial and institutional areas.
- Traditional-Use Areas: The entire island and surrounding waters are used for subsistence fishing, hunting, and cultural activities.
- Right-of-Way (ROW): Ownership details are incomplete but critical for project implementation.

Population

Saint Paul's population, primarily Alaskan Native (Unangan), is small and difficult to forecast due to economic and environmental factors. Infrastructure planning must account for potential growth to support housing and transportation needs.

Safety and Access Issues

Safety Concerns

Poor drainage leads to significant safety hazards, including:

- Gas Station Area: Large puddles create slippery surfaces, posing risks to pedestrians and vehicles.
- King Street (Airport Access Road): Flooding and rutting hinder access to the airport, a critical transportation hub.
- Harbor Area: Poor drainage affects the small boat harbor, impacting fishing operations and emergency access.

Access Issues

- Gas Station: Puddles restrict access to fuel services, critical for community operations.
- King Street: Drainage deficiencies limit reliable airport access, affecting emergency services and supply deliveries.
- Harbor Area: Flooding impacts the halibut fishing fleet and cargo offloading.

Existing Drainage Deficiencies

Based on the July 2021 site visit by Luke Mattson, P.E., and community input, the following deficiencies were identified:

- **Gas Station (Route 0009.030):**
 - Large puddles form due to inadequate drainage channels and poor road surface materials.
 - Impacts: Public safety (slippery surfaces), access to fuel services, and potential environmental contamination.
- **King Street (Route 0010.010):**
 - Flooding and rutting on the Airport Access Road due to insufficient crowning and roadside ditches.
 - Impacts: Hinders emergency access and travel to the airport.
- **Harbor Area (Route 6005.010):**
 - Poor drainage near the small boat harbor leads to ponding, affecting fishing operations and dock access.
 - Impacts: Limits economic activities and emergency response capabilities.
- **Other Areas (Medium/Low Priority):**
 - Bartlett Blvd, Alley Street, Rim Rock Drive, Sidetown Road, and Tolstoi Road experience rutting, ponding, and poor compaction due to silty sand materials and inadequate drainage infrastructure.

Roadway Conditions

- **Material Quality:** Roads are constructed with 1.5–2.5 feet of silty sand, leading to poor compaction and structural instability.
- **Maintenance Challenges:** Saturated roads become rutted and impassable during spring break-up and autumn rains.
- **Main Street:** A pioneer trail requiring reconstruction as a permanent road.
- **Community Boat Landings:** Lack of roadway access to Kuskokwim River landings.

Proposed Drainage Improvements

High-Priority Projects (2022–2027)

- Gas Station Area (Route 0009.030):
 - Improvement: Extend the existing landfill road by 0.1 mile to a nearby creek to enhance drainage and trail access.
 - Design Elements:
 - Install culverts and construct roadside ditches to channel water to the creek.
 - Upgrade road surface with quality gravel aggregate to improve compaction and reduce ponding.
 - Implement a Storm Water Pollution Prevention Plan (SWPPP) to prevent contamination.
 - Estimated Cost: \$50,000–\$150,000 (planning and construction).
 - O&M Responsibility: City of Saint Paul.
- King Street (Route 0010.010):
 - Improvement: Add the 1.4-mile Airport Access Road to the transportation inventory and improve drainage.
 - Design Elements:
 - Regrade road with proper crowning or slope to direct water to new ditches.
 - Install culverts at key drainage points.
 - Cap road with quality aggregate to reduce rutting and dust.
 - Estimated Cost: \$200,000–\$500,000.
 - O&M Responsibility: State of Alaska (ADOT&PF).
- Harbor Area (Route 6005.010):
 - Improvement: Modify the alignment of the existing winter route to bypass a native allotment and improve drainage.
 - Design Elements:
 - Construct new drainage channels to direct water to the ocean or ponding areas.
 - Stabilize road surface with geotextile fabric and gravel.
 - Ensure compliance with environmental regulations (NEPA, EPA).
 - Estimated Cost: \$150,000–\$300,000.
 - O&M Responsibility: City of Saint Paul.

Medium-Priority Projects (2027–2032)

- Bartlett Blvd, Alley Street, Rim Rock Drive, Sidetown Road, Tolstoi Road:

- Install roadside ditches and culverts.
- Upgrade road surfaces with quality aggregate Colbert and gravel.
- Regrade roads for proper drainage.
- Estimated Costs: \$100,000–\$250,000 per road (varies by length and scope).

Low-Priority Projects (2032–2042)

- Additional Roads for Housing/Access Roads:
 - Develop new roads or improve existing ones as funding allows.
 - Focus on supporting future housing development and community connectivity.

Implementation Plan

Planning Phase

- Survey: Conduct topographic surveys with 2-ft contours to identify drainage paths.
- Conceptual Design: Develop horizontal alignment and road prism designs.
- Environmental Consultation: Prepare Environmental Assessments (EA) and secure permits.
- Preliminary Engineering Report: Assess alternatives, costs, and recommended designs.
- Site Control: Secure ROW/easements with landowners.
- Estimated Cost: \$25,000–\$100,000 per project.

Design Phase

- Detailed Survey: 1-ft contour surveys and utility mapping.
- Milestone Reviews: Conduct reviews at 30%, 65%, 95%, and 100% design completion.
- Permitting:
 - ROW agreements.
 - Mining permits (Army Corps of Engineers).
 - SWPPP and EPA/ADEC construction approvals.
 - NEPA compliance.
- Cost Estimation: Update at each milestone.
- Specifications: Develop based on design standards.

Construction Phase

- Bid Documents: Prepare plans, specifications, and bid forms.
- Pre-construction Plans: Safety, traffic control, SWPPP, and quality control plans.
- Construction Method: Bid to contractors or use local labor (force account).

Permitting and Regulatory Requirements

- Comply with local, state (ADEC), and federal (EPA, NEPA) environmental standards.
- ADOT&PF standards apply for state-funded roads.
- Secure ROW and material agreements.

Equipment and Materials

Equipment Needs

- Current Equipment: Limited city-owned loaders, dump trucks, and excavators.
- Recommended Additions:
 - Grader for road maintenance.
 - Front-end loader and dump truck for material transport.
 - Excavator for ditch construction.

Material Needs

- Quality Aggregate: Import gravel via barge to cap roads, reducing dust and mud.
- Geotextile Fabric: Stabilize road bases.
- Culverts: Facilitate drainage under roads.
- Dust Palliative: Control airborne dust on dry roads.

Gravel Sources

- Local silty sand is inadequate; quality gravel must be barged or transported via ice road.
- Assess local borrow material quality and quantity during planning.

Potential Funding Sources

- Federal:
 - Bureau of Indian Affairs (BIA) Tribal Shares.
 - Federal Highway Administration (FHA).
 - Federal Transit Administration.
 - Denali Commission.
 - Community Development Block Grants.
- Non-Federal:
 - State of Alaska General Fund.
 - Alaska Native Tribal Health Consortium.
 - ADOT&PF State Transportation Improvement Program.
 - DCCED Capital Matching Grants.

Community Involvement and Planning Summary

Community Engagement

- July 14, 2021 Meeting: Led by Luke Mattson, P.E., the meeting prioritized drainage issues (Gas Station, King Street, Harbor Area) and gathered public input on safety and access concerns.
- Ongoing Engagement: Future meetings to refine medium- and low-priority projects and confirm ROW agreements.

Public Input Outcomes

- Emphasis on safety (e.g., eliminating puddles at Gas Station).
- Need for reliable access to airport and harbor.
- Desire for improved road materials and maintenance equipment.

Conclusion

The FY2022 Surface Water Drainage Study for Saint Paul, Alaska, provides a comprehensive plan to address critical drainage deficiencies that impact safety, access, and community functionality. By prioritizing improvements at the Gas Station, King Street, and Harbor Area, and planning for future projects, the City aims to enhance infrastructure resilience and support its residents' quality of life. Collaboration with EBSC Engineering, community stakeholders, and funding agencies will be key to successful implementation.

For further information or to provide feedback, contact:

Phillip A. Zavadil, City Manager

City of Saint Paul

Phone: (907) 546-3113

Email: pazavadil@stpaulak.com

Appendices

- Appendix A: Key Maps and Drawings
 - Overview maps of Saint Paul drainage areas.
 - Drainage Improvement Drawings
- Appendix B: Planning Summary and Public Involvement
 - Detailed notes from July 2021 community meeting.
 - Sign-in sheet
- Appendix B: Heavy Equipment Images
 - Photos of current and needed equipment.

St. Paul Drainage Study





1 Alley Street



6 Gas Station



15 King Street



13 King Street



14 King Street



16 King Street

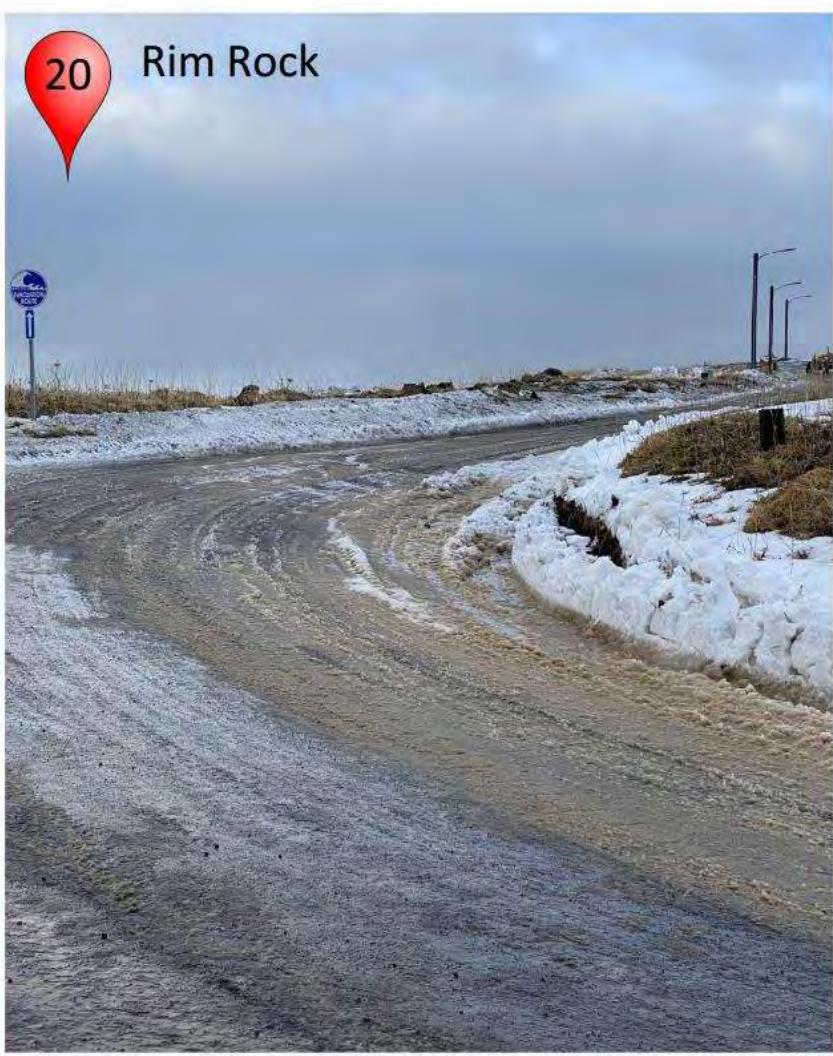




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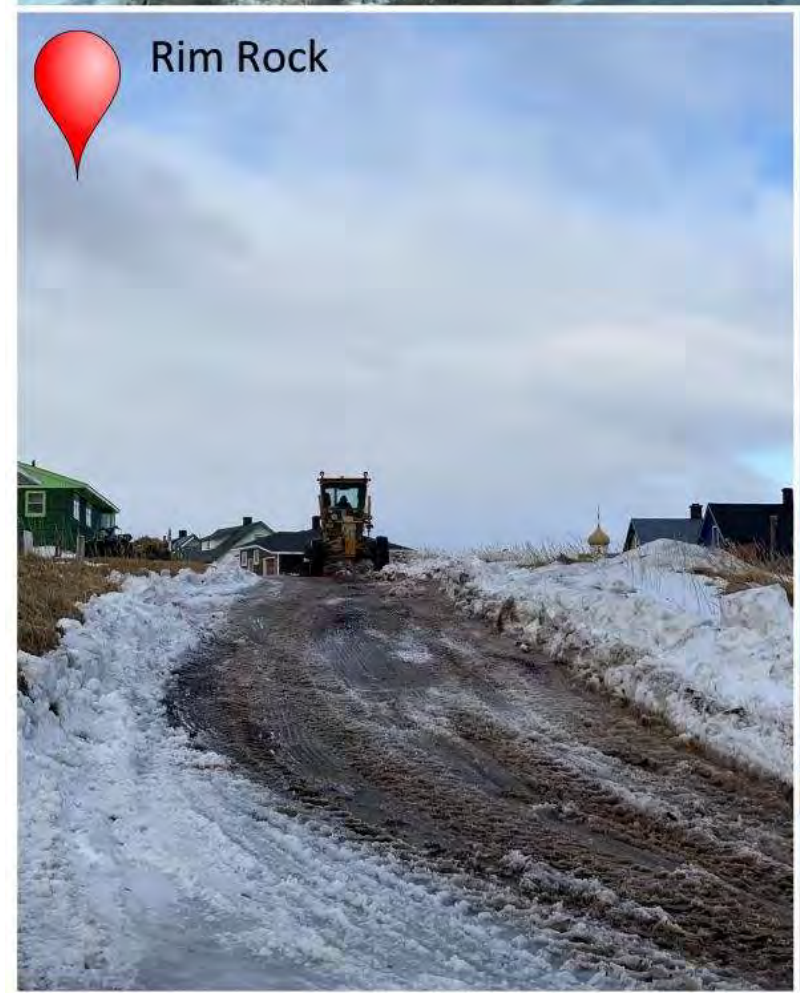
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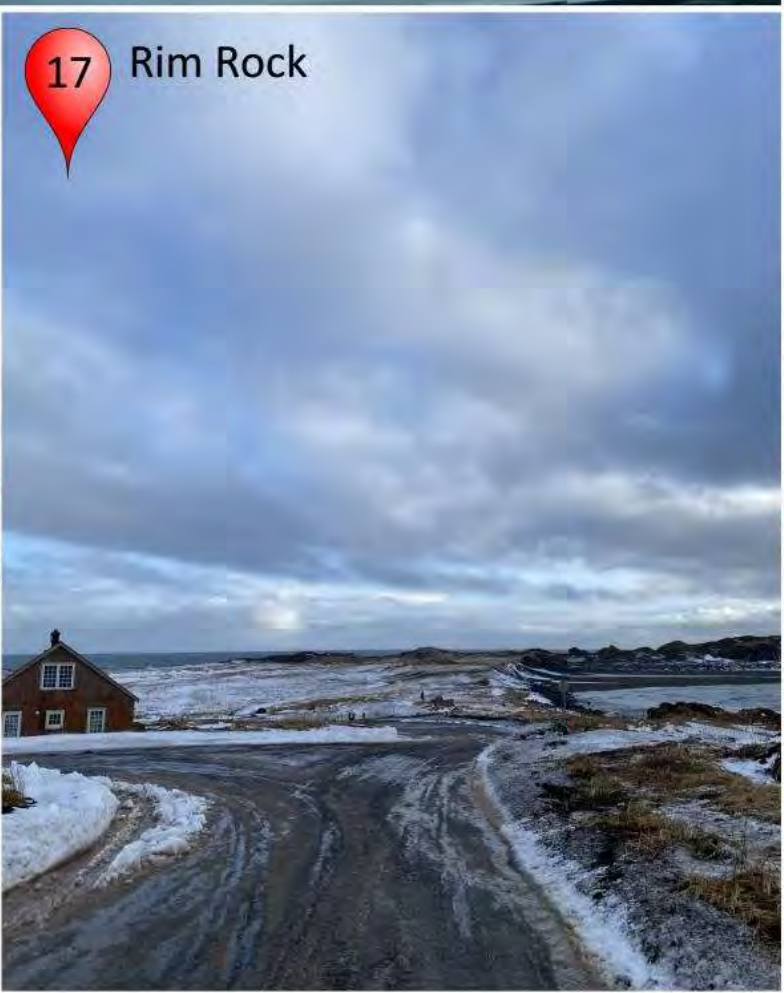
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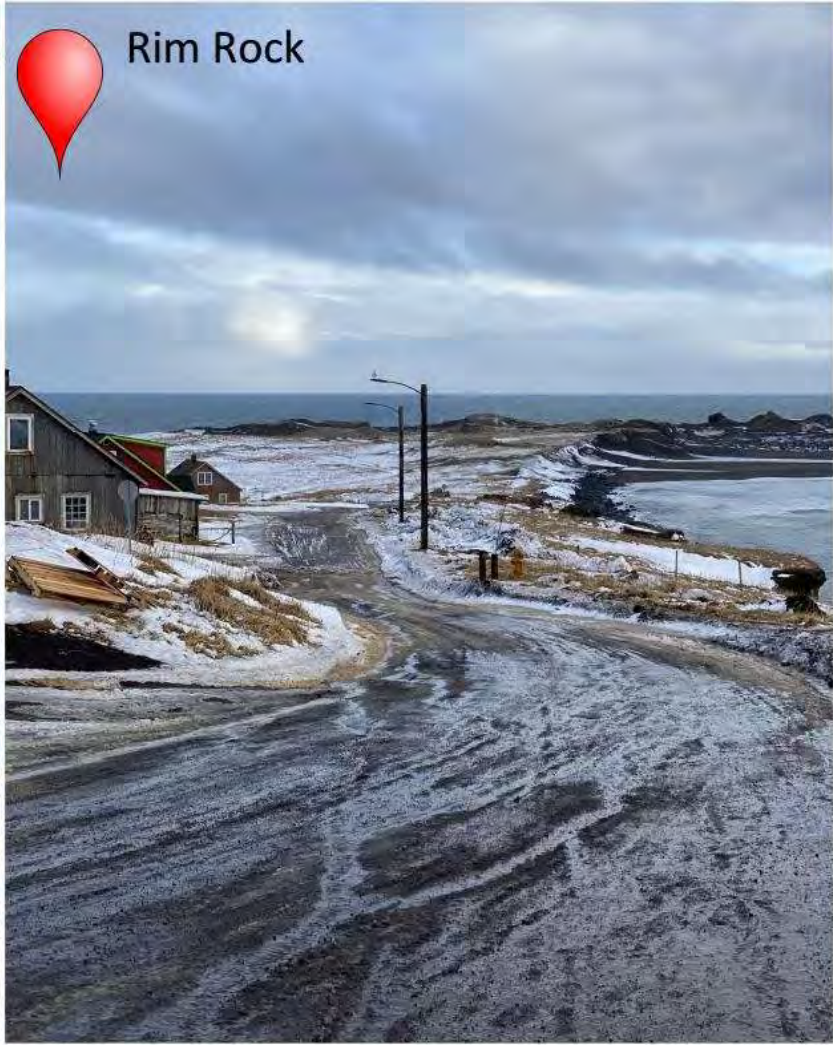
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17 Rim Rock



Rim Rock



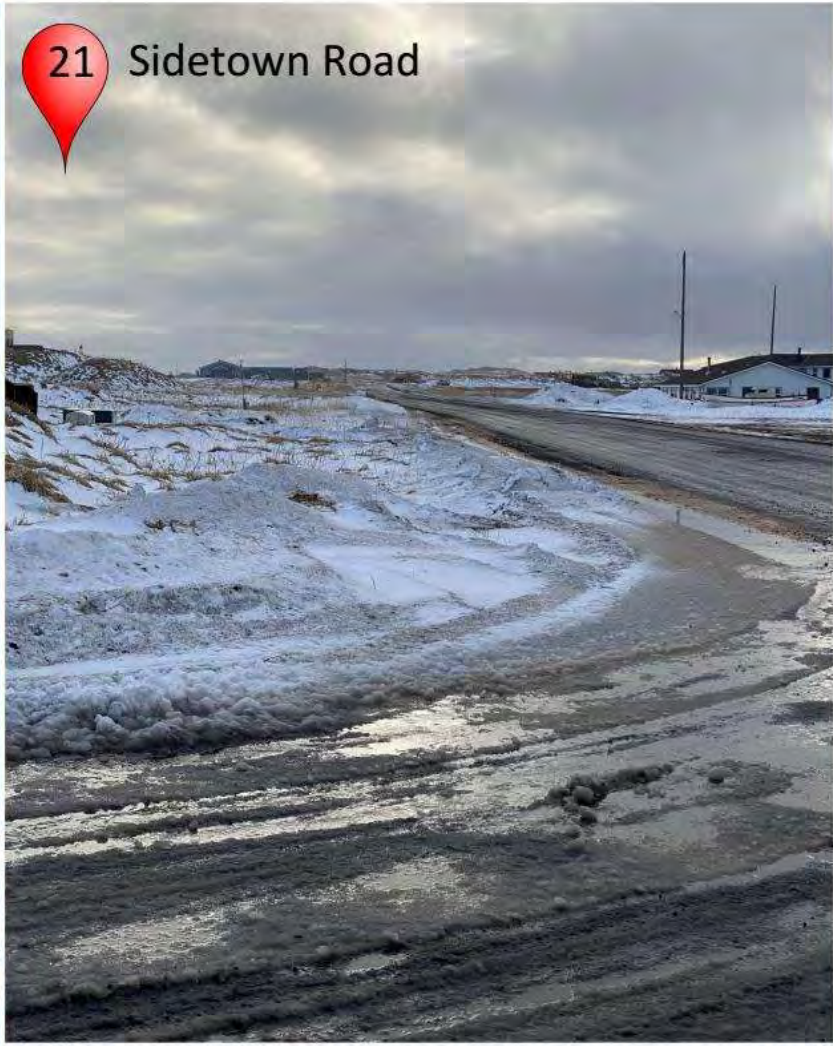
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24 Sidetown Road



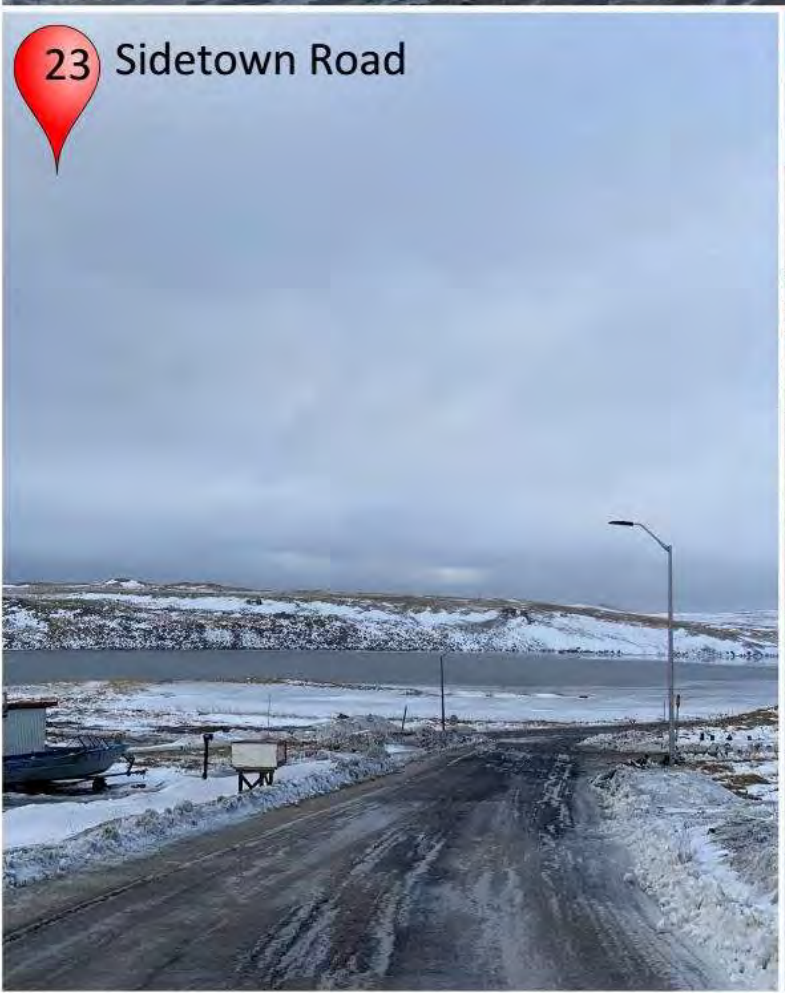
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25 Sidetown Road



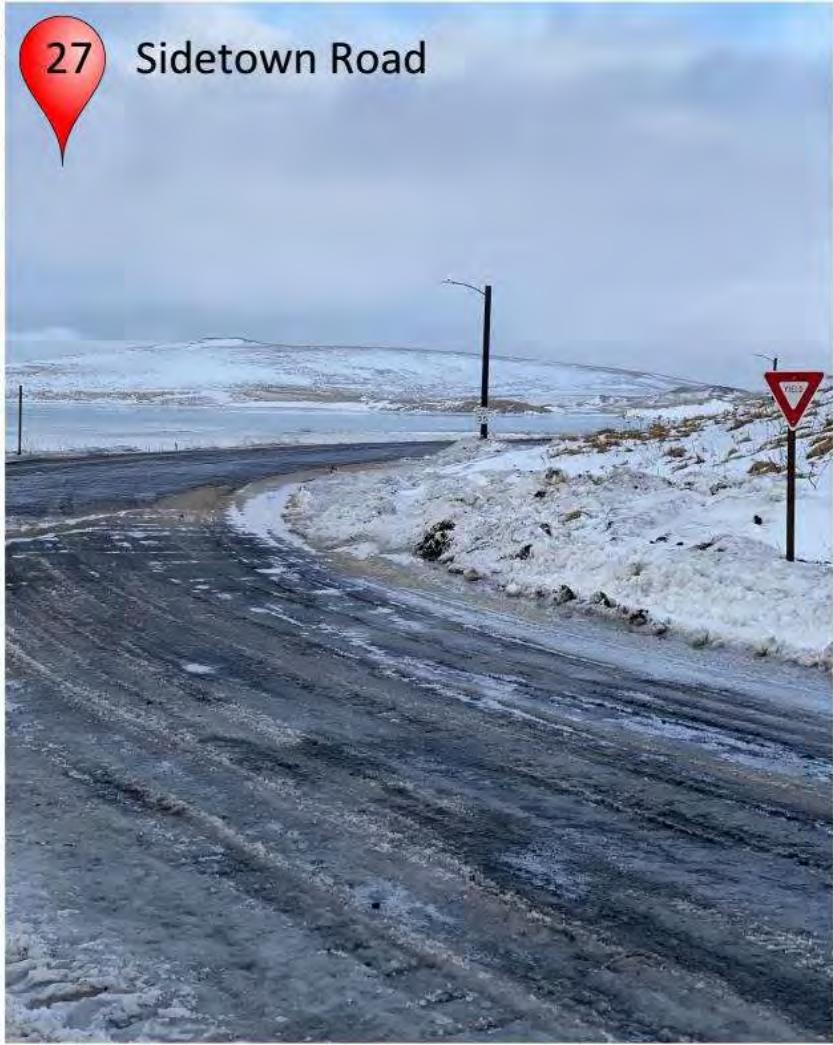
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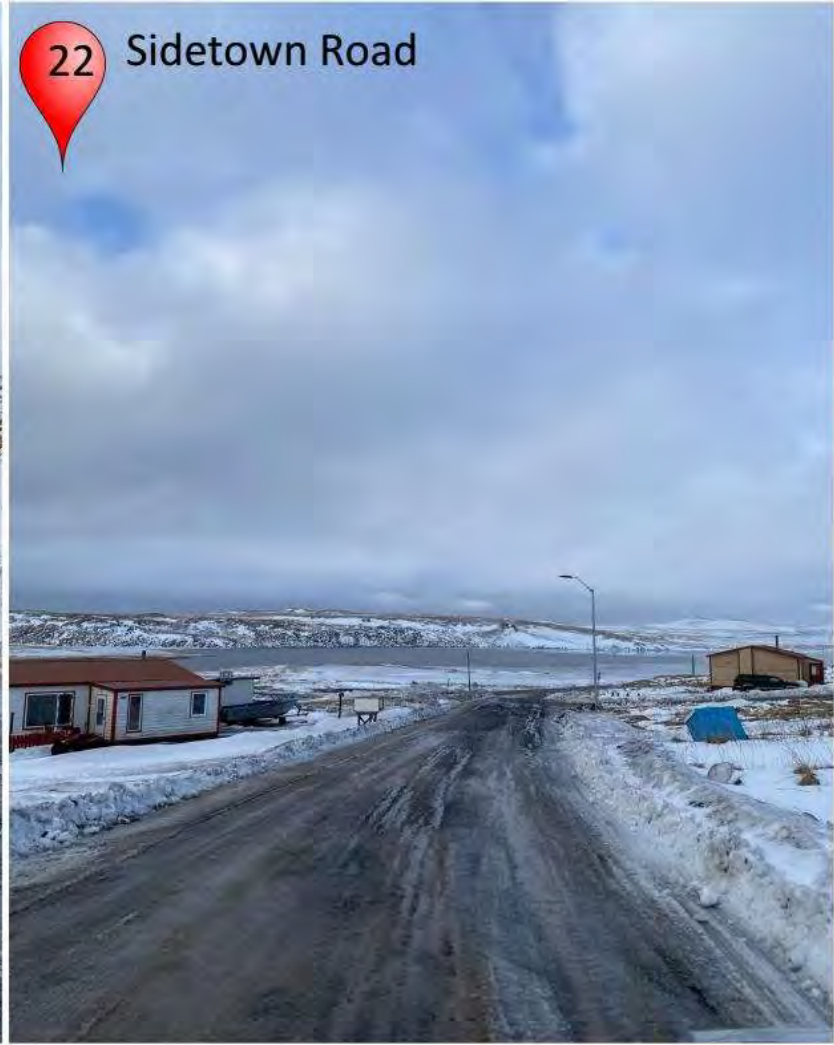
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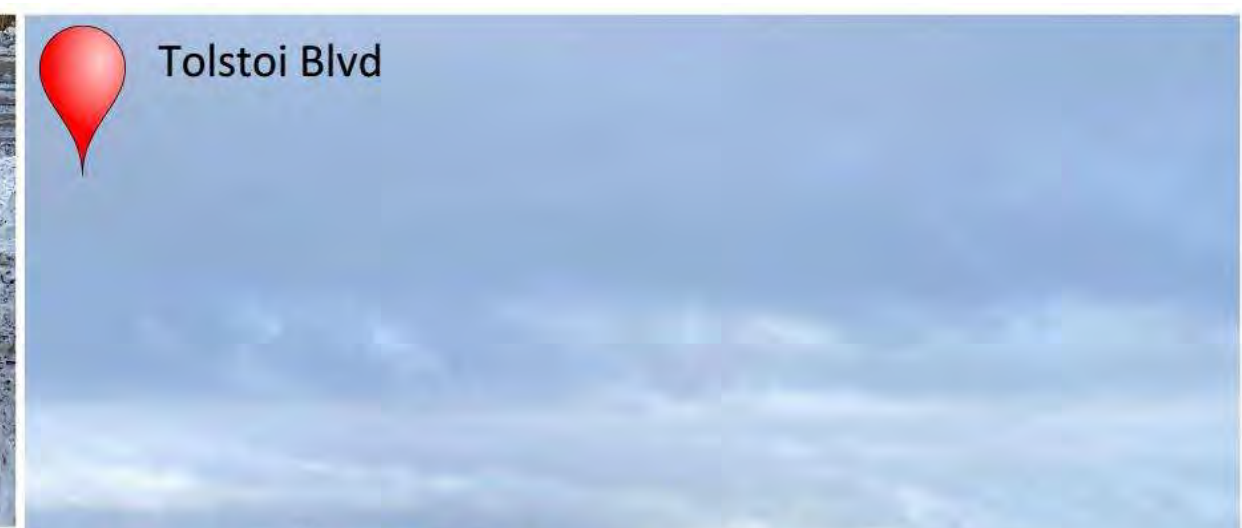


27 Sidetown Road



22 Sidetown Road





Tolstoi Blvd

3 images, April 2021

Tolstoi Blvd



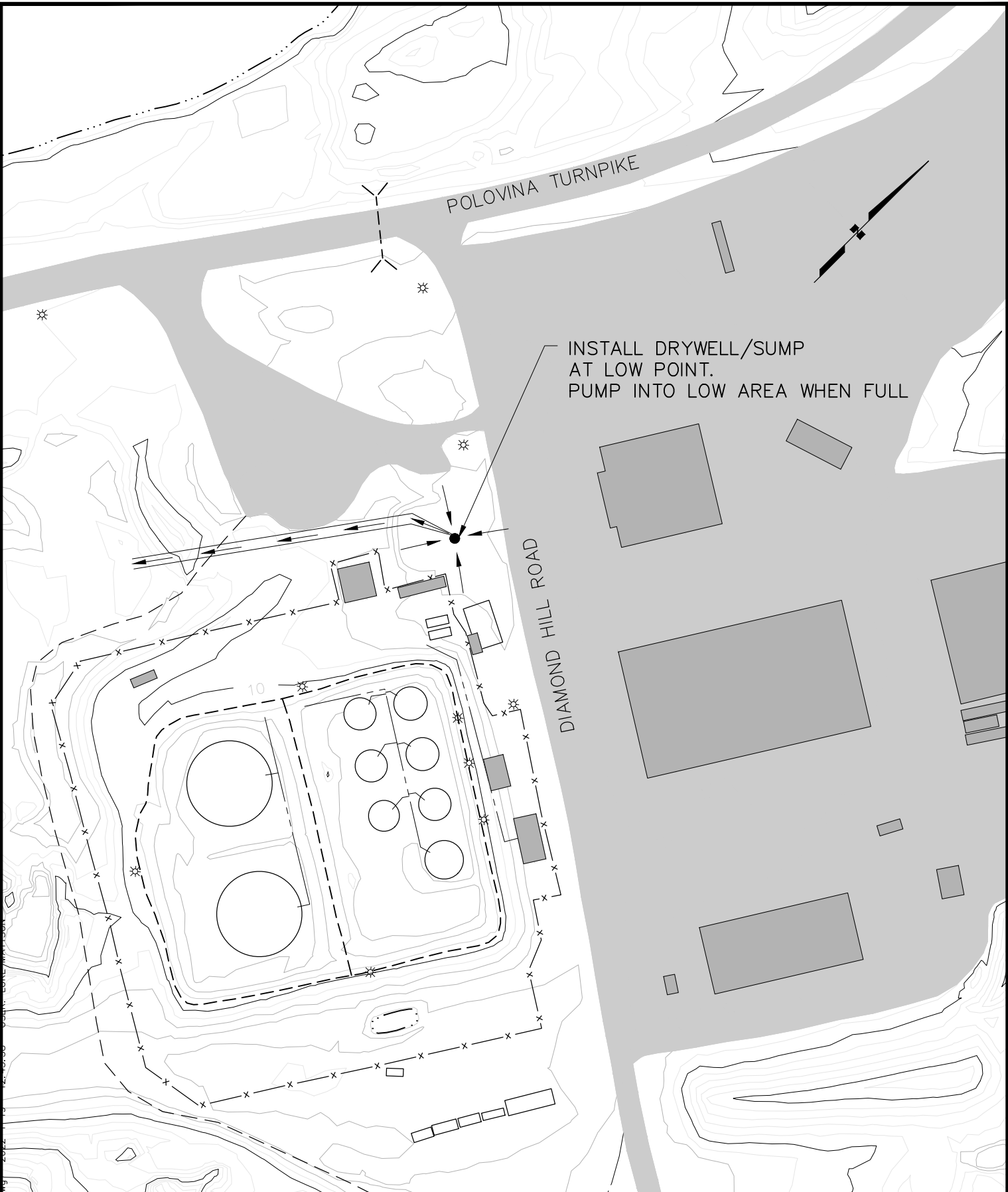
Tolstoi Blvd



Tolstoi Blvd



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 www.EBSCengineering.com

ST. PAUL DRAINAGE
 ST. PAUL, ALASKA

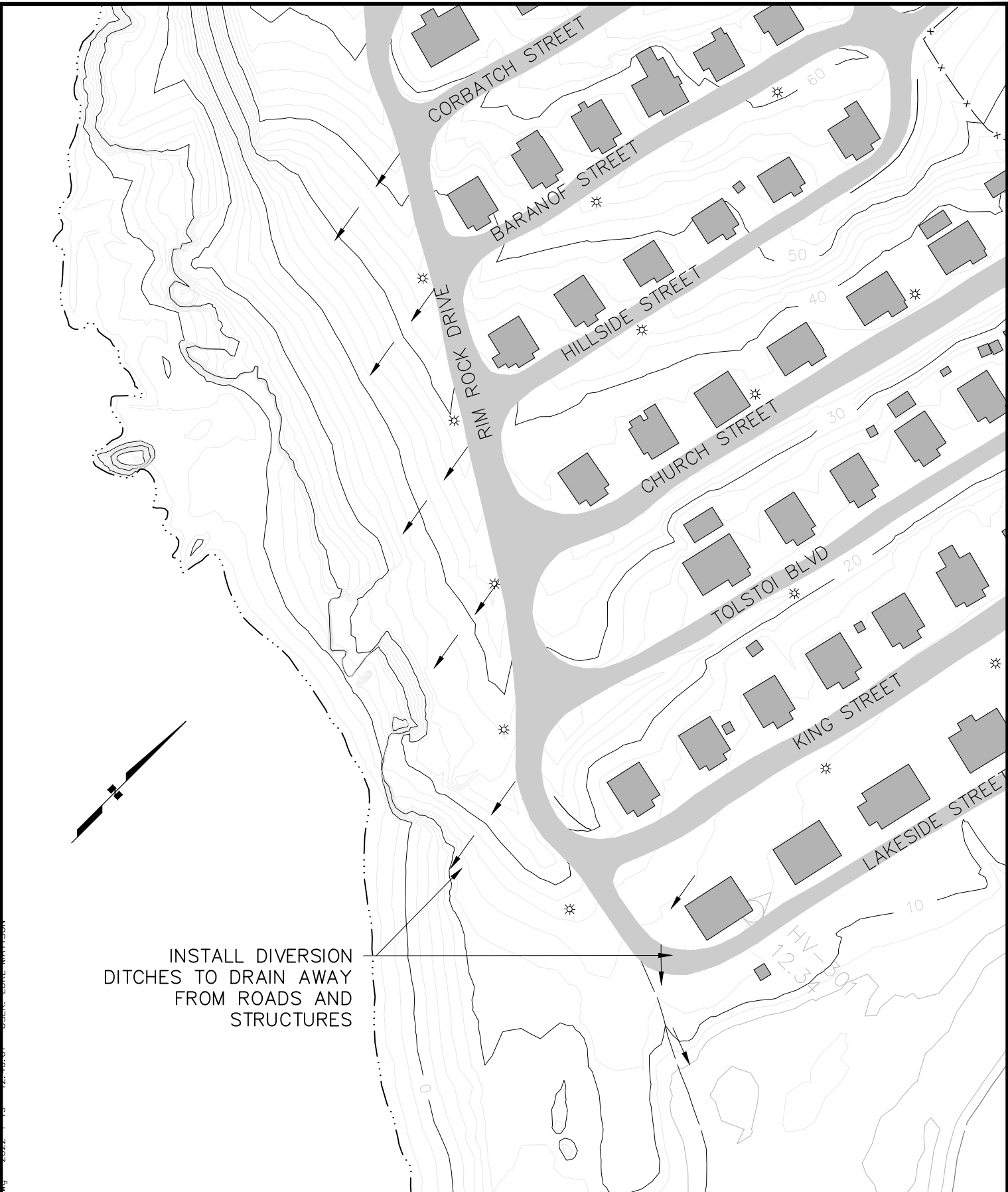
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 DRAINAGE AREA**

SHEET NO.

A1

SCALE: AS SHOWN	DESIGN: LDM	CHECK: ELH	DRAWN: LDM	2022	1 OF 4
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INSTALL DIVERSION
DITCHES TO DRAIN AWAY
FROM ROADS AND
STRUCTURES



11301 OLIVE LN. ANCHORAGE AK, 99515
www.EBSCengineering.com

ST. PAUL DRAINAGE
ST. PAUL, ALASKA

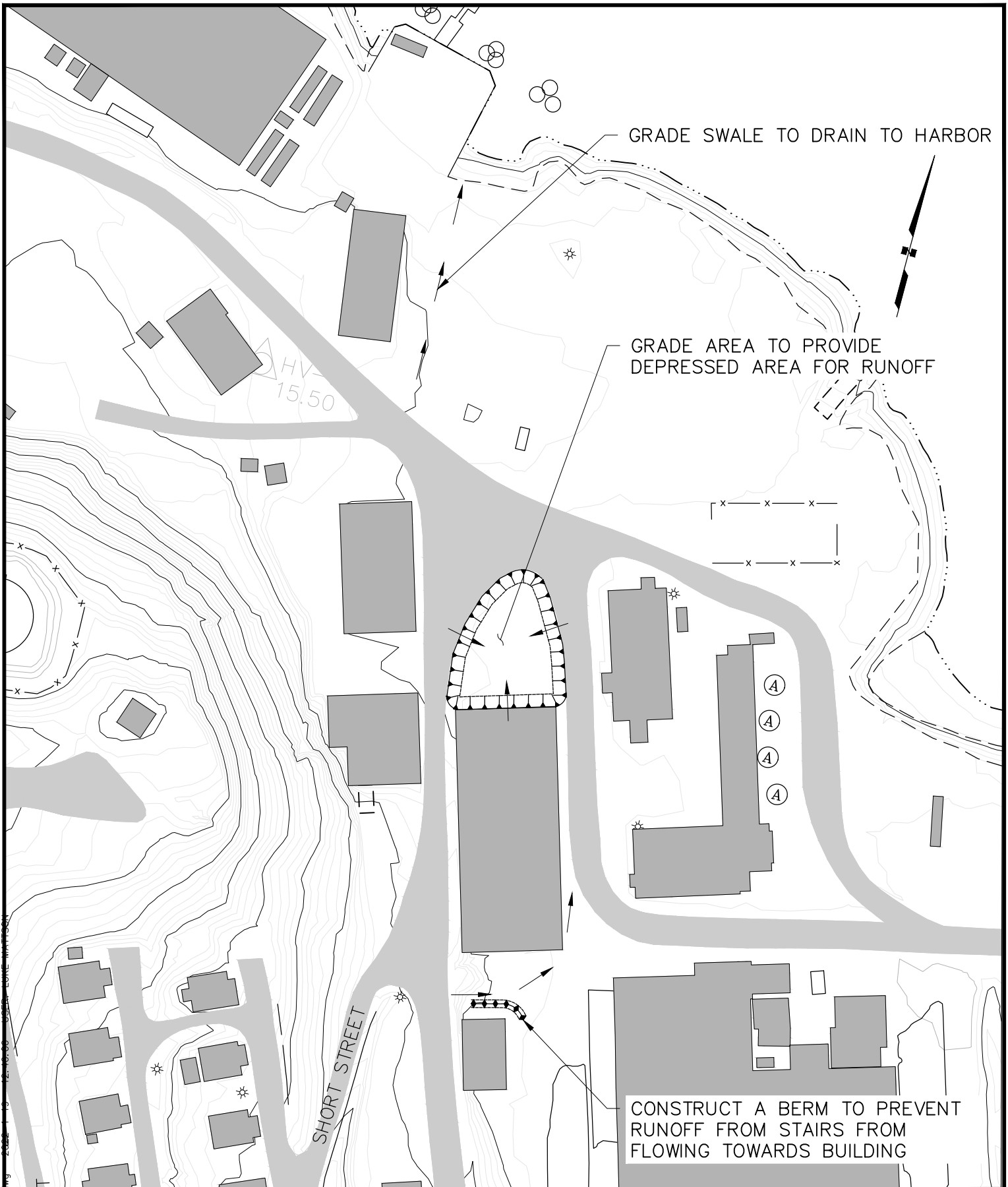
RIM ROCK DRIVE
DRAINAGE AREA

SHEET NO.

A2

SCALE: AS SHOWN	DESIGN: LDM	CHECK: ELH	DRAWN: LDM	2022	2 OF 4
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 www.EBSCengineering.com

ST. PAUL DRAINAGE
 ST. PAUL, ALASKA

HARBOR
 DRAINAGE AREA

SHEET NO.

A3

SCALE: AS SHOWN

DESIGN: LDM

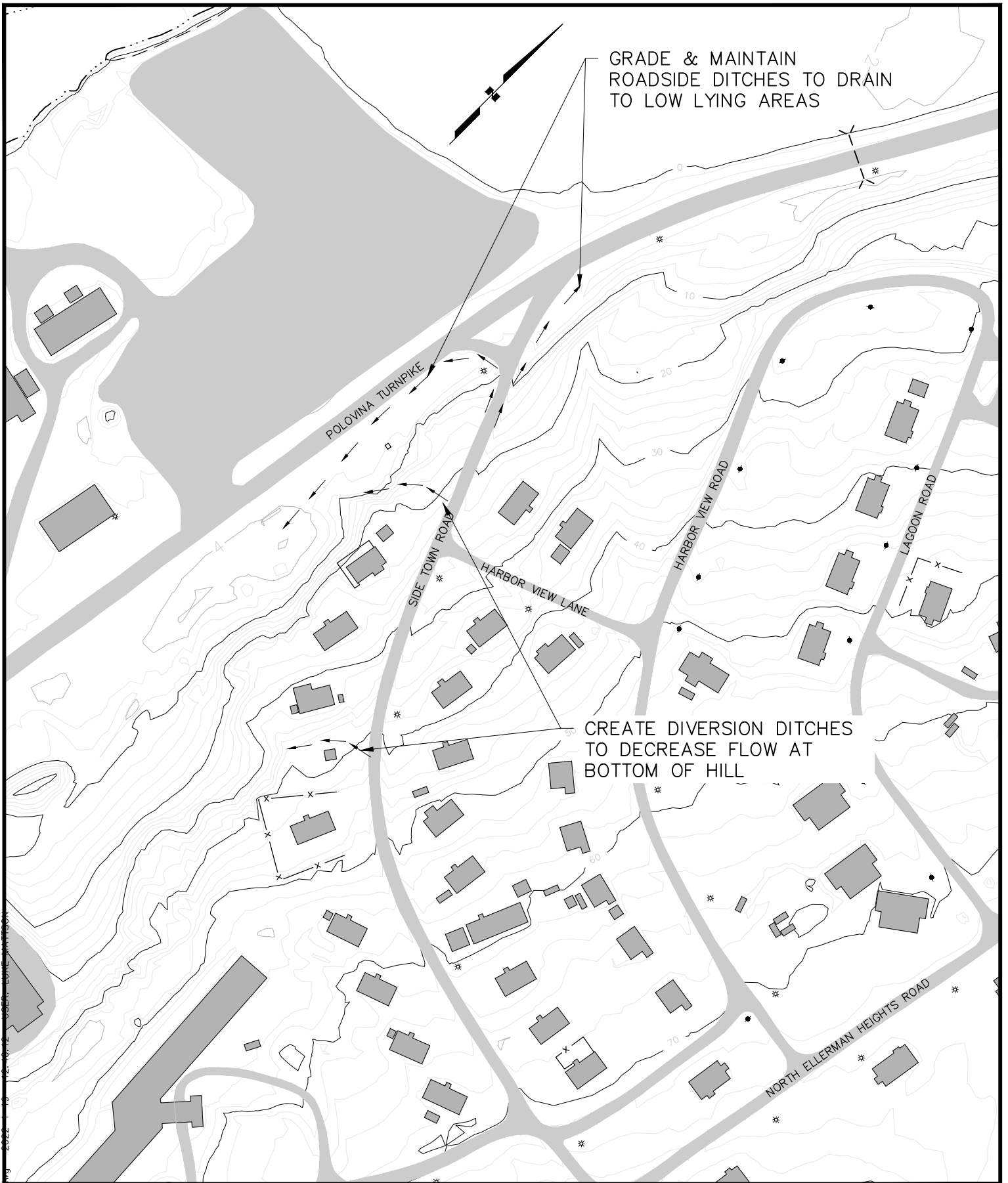
CHECK: ELH

DRAWN: LDM

2022

3 OF 4

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www.EBSCengineering.com

ST. PAUL DRAINAGE
 ST. PAUL, ALASKA

**SIDE TOWN ROAD
 DRAINAGE AREA**

SHEET NO.

A4

SCALE: AS SHOWN	DESIGN: LDM	CHECK: ELH	DRAWN: LDM	2022	4 OF 4
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building sustainable communities

EBSC Engineering, LLC
11301 Olive Lane
Anchorage, AK 99515
Phone: 907.222.1085
Fax: 907.222.5210

Memorandum

Date:	July 13, 2021	Project: E20.43
To:	Phillip A. Zavadil, City Manager City of Saint Paul P.O. Box 901 Saint Paul Island, Alaska 99660	
From:	Edward L. Hakala, P.E. Principal Civil Engineer	Email: eddie.hakala@ebsc.us Web: www.EBSCengineering.com
Subject:	Saint Paul Drainage Improvement Study – Site visit: July 13-15, 2021	

Mr. Phillip Zavadil, City Manager

Thank you for the opportunity to visit Saint Paul Island and for hosting both a council meeting and public meeting. I am happy to see the level of interest and look forward to participation from the council and residents. Here is a summary of our purpose for traveling to Saint Paul:

- Luke Mattson, P.E., is the senior design engineer at EBSC Engineering and will personally observe the conditions of the previously identified areas where surface water drainage is a problem. These problem areas will be assessed for the following:
 - Public Safety – any problem area (drainage problems) that poses a safety to the public. These areas will be treated as a high priority need.
 - Public Nuisance – any problem area that cause traffic to be re-routed and potentially hinder access to emergency services.
 - Public Inconvenience – any problem area that prevents traffic from safely traveling at design speeds due to water puddles or potholes.
- Council and Public Meeting:
 - Solicit input on drainage problems and potential safety issues
 - Prioritize areas of concern – TOP THREE
 - Discuss potential solutions for top three areas

----- FURTHERMORE -----

- Observation of the existing gravel sources will be made to assess the quality and quantity of material that will likely support future roadway/drainage improvements.
- Observation of the existing heavy equipment that is readily available to support excavation, transportation, placement, and compaction of aggregate.
- Discussion of current maintenance practices and needs/interests for additional heavy equipment.

----- DRAINAGE / ROADWAY ASSESSMENTS -----

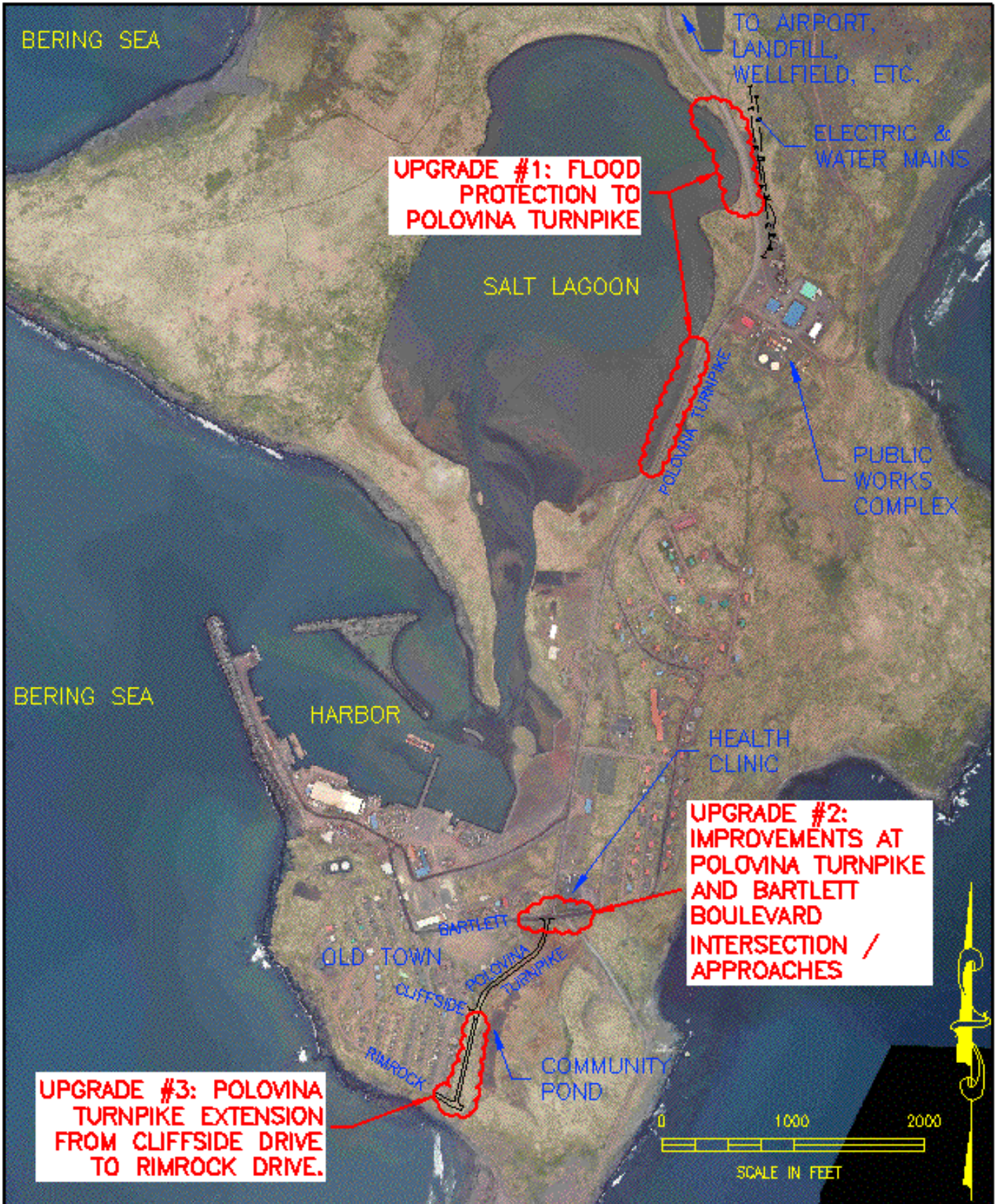
The roads impacted by drainage issues will be assessed for the following:

- Clearly defined drainage channels and final locations where surface water drains – ocean, ponding areas, etc.
- Roadway elevation and surface grade (crowning or sloped to one side)
- Road side ditches and space to construct new/improved ditches
- Quality of surface course material (aggregate)
- Current maintenance practices

Please let me know if there are any comments/questions or additions to be made to this outline.

Again, thank you for the opportunity to support Saint Paul in this meaningful project.

City of Saint Paul, AK
Salt Lagoon & Community Pond Flood Mitigation Project
SITE MAP





The Pond filled with sea water from the storm surge reaching the Sandy Lane Sewer Lift Station and Ball Field.



The Pond filled with sea water from the storm surge reaching Bartlett Boulevard and Reef Road intersection and a dirt berm constructed to prevent further flooding of the roads.



The Pond filled with sea water from the storm surge.



Ocean storm surge from East Landing crossing the road to East Landing entering the Pond.



The Pond filled with sea water from the storm surge.



The Pond filled with sea water from the storm surge going onto the Ball Field.



Foam surge at East Landing heading over into the pond.



The Pond filling up with sea water from a storm surge.



Salt Lagoon flooding from storm surge



Venia Minor and Polovina Drainage



King Street Drainage Issues



School Road Safety Drainage Issues



School Road Safety Drainage Issues



APPENDIX G: INSURANCE AND BONDING REQUIREMENTS

A. Insurance

1. Without limiting City's and Contractor's indemnification, it is agreed that the City and Contractor shall purchase at their own expense and maintain in force at all times during the performance of services under this Agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the policy contains higher limits, the City shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Owner prior to beginning work and must provide for a thirty (30) day prior notice of cancellation, nonrenewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Agreement and/or contractor's services.
2. Comprehensive (Commercial) General Liability Insurance. The Contractor shall maintain general liability insurance limits of \$1,000,000.00 and name the City and State of Alaska as an additional insured. With coverage limits not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
3. Worker's Compensation Insurance. The Contractor shall provide and maintain, for all employees and subcontractors engaged in work under this contract, Worker's Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services under this Agreement. This coverage must include statutory coverage for states in which employees are engaged in work and employer's liability protection is not less than \$100,000.00 per occurrence. Where applicable, coverage for all federal acts (i.e., USL &H and Jones Acts) must also be included.
4. Comprehensive Automobile Liability Insurance. Covering all owned, hired, and non-owned vehicles with coverage limits not less than \$500,000.00 per person/\$1,000,000.00 per occurrence bodily injury and \$50,000.00 property damage.
5. Professional Liability Insurance. Covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

Contract Amount Minimum Required Limits

Under \$100,000 \$100,000 per occurrence/\$300,000 annual aggregate

\$100,000-\$499,999 \$500,000 per occurrence/\$1,000,000 annual aggregate

\$500,000-\$999,999 \$1,000,000 per occurrence/\$2,000,000 annual aggregate
\$1,000,000 or over \$2,000,000 per occurrence/\$5,000,000 annual aggregate

6. The Contractor shall provide a Certificate of Insurance naming the City and EPA as additional insured, as follows:

City of Saint Paul
PO Box 901
Saint Paul Island, AK 99660

National Fish & Wildlife Foundation
165 Eye Street, N.W., Suite 300
Washington, DC 20006

B. Bonding

Not applicable.