

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number 260000222	2. Contract Title NA & ARP: LOWER YUKON AND JUNEAU	3. Agency Funding Codes APPR DC9021002 PROGRAM 25AWDDR PROGRAM PERIOD 25FLOD
4. Vendor Number VS008539	5. Alaska Business License Number ABL 2090036 ENT 10024560	6. Solicitation Number/Procurement Folder/Other IRIS Numbers RFP 260000001

This contract is between the State of Alaska,

7. Department of COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT	Division of COMMUNITY AND REGIONAL AFFAIRS	hereafter the State, and		
8. Contractor TIDAL BASIN GOVERNMENT CONSULTING LLC	hereafter the Contractor			
Mailing Address 126 BUSINESS PARK DRIVE UTICA NY 13502-6302	Street or P.O. Box	City	State	ZIP+4

9.

Article 1 Appendices: Appendices referred to in this contract and attached to it are considered part of it.

Article 2 Performance of Contract:

- 2.1 Appendix A (General Conditions), Items 1 through 16, govern contract performance.
- 2.2 Appendix B sets forth the liability and insurance provisions of this contract.
- 2.3 Appendix C sets forth the services to be performed by the contractor.
- 2.4 Appendix D sets forth the payment procedures for this contract.

Article 3 Period of Performance: The period of performance for this contract begins upon final approval and ends JUNE 30, 2026.

Article 4 Considerations:

- 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$296,403 in accordance with the provisions of Appendix D.
- 4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:

10. Department of COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT	Attention: Division of COMMUNITY AND REGIONAL AFFAIRS
Mailing Address PO BOX 110809 JUNEAU AK 99811-0805	Attention: ADMIN OFFICER

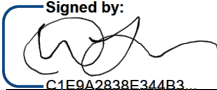
11. CONTRACTOR

TIDAL BASIN GOVERNMENT CONSULTING LLC	PAUL TAYLOR VICE PRESIDENT	Signed by: Paul Taylor Tidal Basin D606031AE50E462...	10/10/2025
Name of Firm	Typed or Printed Name and Title of Authorized Representative	Signature of Authorized Representative	Date

12. CONTRACTING AGENCY

DCCED DIVISION OF COMMUNITY AND REGIONAL AFFAIRS	SANDRA MOLLER DIVISION DIRECTOR	DocuSigned by: Sandra Moller D3D264AA98AF4E1...	10/13/2025
Department/Division	Name and Title of Project Director	Signature of Project Director	Date

CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.

DCCED DIVISION OF ADMINISTRATIVE SERVICES	HANNAH LAGER DIVISION DIRECTOR	Signed by:  C1E9A2838E344B3	10/13/2025
Department/Division	Name and Title of Head of Contracting Agency or Designee	Signature of Head of Contracting Agency or Designee	Date

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A

GENERAL PROVISIONS

Article 1 Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2 Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3 Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4 Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5 Termination.

- 5.1 The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- 5.2 The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

Article 6 No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7 No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8 Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in

the performance of this contract.

Article 9 Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10 Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11 Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12 Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13 Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14 Covenant Against Contingent Fees.

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

Article 15 Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16 Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities. Conflicting Provisions.

APPENDIX B²

INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

APPENDIX C SERVICES

Article C 1. PROPOSAL AS PART OF THE CONTRACT AND CONFLICTING PROVISIONS

- a. RFP 260000001 (issued August 4, 2025 and as amended), and the proposal from Contractor are incorporated into this contract.
- b. **CONFLICTING PROVISIONS**

In the event of any conflicting provisions, the order of procedure for resolving any conflict shall be:

- i. First, Contract 260000222, Appendix A and Appendix B;
- ii. Second, Contract 260000222, Appendix C and Appendix D;
- iii. Third, RFP 260000001 (issued August 4, 2025 and as amended) issued by the State; and
- iv. Fourth, Proposal submitted by the Contractor in response to RFP 260000001.

Article C 2. SCOPE OF WORK

the Contractor shall provide Community Development Block Grant-Disaster Recovery (CDBG-DR) Action Plan consultant services for the State of Alaska, Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (DCRA). These services include, but are not limited to, the main objectives and specifying instructions below.

The main objectives the contractor will deliver.

- a. Develop a Citizen Participation Plan in accordance with the Federal Register and Universal notice requirements by November 2025.
 - i. Coordinate with the Typhoon Merbok contractor to complete the Lower Yukon unmet needs assessment and conduct an unmet needs assessment in the Juneau communities by January 2026.
 - ii. Coordinate and facilitate an in-person regional meeting in each MID by February 2026 and a virtual or in person meeting by August 2026.
 - iii. Analyze survey and community input on unmet needs data by April 2026 and submit the Unmet Needs Assessment results section of the Action Plan to DCRA by May 2026.
 - iv. Submit the final Lower Yukon REAA and Juneau Action Plan to the DCRA and U.S. Department of Housing and Urban Development (HUD) by December 31, 2025
- b. Specifying Instructions:
 - i. Unmet Needs Assessment – An unmet needs assessment is required for CDBG-DR grantees to inform the activities in their Action Plan. It analyzes unmet needs following a disaster event and relies on data from several agencies, including the Federal Emergency Management Agency (FEMA) and the Small Business Administration (SBA). The goal is to design recovery programs that are responsive to actual needs on the ground.

The contractor will use the best available data, including FEMA IA data, FEMA Hazard Risk Mitigation Plan risk assessments, SBA data, data from the unmet needs survey, and data from the community input sessions to develop an unmet needs assessment identifying all current and projected future unmet needs. For the Lower Yukon Regional Educational Attendance Area (REAA), the contractor will work in close coordination with DCRA and the Typhoon Merbok contractor to incorporate previously gathered unmet needs data from the Typhoon Merbok disaster. This integrated information will be used to inform a comprehensive needs assessment addressing the Lower Yukon flooding impacts. The unmet needs assessment must provide a substantive basis for the disaster recovery and mitigation activities proposed in the action plan.

- ii. CDBG-DR Action Plan – The contractor shall develop a CDBG-DR Action Plan in consultation with DCRA in accordance with the published Federal Register and Universal Notice, other applicable HUD requirements, and any other requirements related to the State of Alaska’s CDBG-DR allocation. The Contractor will submit preliminary drafts of completed CDBG-DR Action Plan sections to DCRA for review. The contractor’s CDBG-DR Action Plan must contain all HUD required elements, including:
 - 1) Program to Address Unmet Needs Assessment – The contractor will coordinate with DCRA to design a program for the use of funds and a funding allocation plan addressing Unmet Needs Assessment findings.
 - 2) An analysis of how unmet needs assessment results correspond to the HUD CDBG-DR funding allocation between the Lower Yukon REAA and Juneau. Provide substantiated justification for recommendations to alter HUD prescribed allocations.
 - 3) Identify opportunities to leverage other federal funds, such as those provided through FEMA, to fund the activities defined in the Action Plan.
 - 4) If applicable, provide a description of potential waivers that may be used to fund activities otherwise not eligible for CDBG funding, (i.e., building non-permanent flood barriers)

Article C 3. **CONTRACT TERM**

The length of the contract will be from final approval through June 30, 2026.

Article C 4. **DELIVERABLES AND TIMELINE**

Throughout the project, the Contractor will work closely with the Division of Community and Regional Affairs (DCRA) Program Coordinator 2 (Manager). Some tasks will require coordination with other DCRA staff, including Grant Administrator 2 (Administrator), Program Coordinator 1 (Coordinator), and Research Analyst 4 (Data Analyst).

All dates in Article C 4 may be changed by written mutual agreement between the Contractor and Program Manager.

- a. The contractor will be required to provide the following deliverables:
 - i. Digital submission (Microsoft Word) of the Strategic Implementation Plan.
 - ii. Digital submission (Microsoft Word) of the Unmet Needs Assessment results section of the Action Plan.
 - iii. Digital submission (Microsoft Word) of the Action Plan.
 - iv. Digital and hard copy submission of the Final Action plan.
- b. Deliverable/milestone timeline:
 - i. Submit Strategic Implementation Plan to DCRA by 15 business days of authorization to proceed.
 - ii. Identify available and deployed funds by October 2025.
 - iii. Coordinate with the vendor working on Typhoon Merbok UNA and Complete Unmet Needs Assessment for Flooding in the Lower Yukon. January 2026
 - iv. Conduct Unmet Needs Assessment for flooding in Juneau by January 2026.
 - v. Coordinate and facilitate an in-person regional meeting in each MID by April 2026
 - vi. Coordinate and facilitate an in person or virtual meeting by November 2025.
 - vii. Submit Unmet Needs Assessment results section of Action Plan to DCRA by May 2026.
 - viii. Submit draft Action Plan to DCRA by November 25, 2025

- ix. Post draft Action Plan for 30 days of public review and comment by November 27, 2025.
- x. Submit final Action Plan to HUD by December 31, 2025.

APPENDIX D

FINANCIAL CONSIDERATIONS

Article D 1. CONTRACT TYPE

This contract is a Firm Fixed Price contract.

Article D 2. CONTRACT VALUE

Total contract value, including all exercised renewal options, shall not exceed \$296,403.

Article D 3. PAYMENT PROCEDURES

The state will make payments upon completion of each Deliverable. Each billing must consist of an invoice with a list of the deliverable(s) completed and accepted by DCCED.

Article D 4. CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Commerce, Community, and Economic Development or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Article D 5. AMOUNT PER DELIVERABLE

Payment for each deliverable shall be:

- i. Develop a Citizen Participation Plan in accordance with the Federal Register and Universal notice requirements \$8,171
- ii. Coordinate with the vendor working on Typhoon Merbok UNA and Complete Unmet Needs Assessment for Flooding in the Lower Yukon. \$48,299
- iii. Completion of Unmet Needs Assessment for Flooding in Juneau \$52,889
- iv. Completion of in-person regional meeting in the Lower Yukon \$49,757
- v. Completion of in-person regional meeting in Juneau. \$45,746
- vi. Completion of a virtual or in-person regional meeting in the Lower Yukon \$5,290
- vii. Completion of a virtual or in-person regional meeting in Juneau \$5,290
- viii. Submission of Unmet Needs Assessment section of the ARP to DCRA for both Lower Yukon and Juneau \$23,323
- ix. Submission of the Action Recovery Plan for Lower Yukon and Juneau to HUD \$57,638

Article D 6. SUBMISSION OF INVOICES AND PAYMENT

Invoices shall be submitted through IRIS VSS or by submitting to the Project Director. Invoices must include:

- 1. A brief description of the scope of work completed;
- 2. Inclusive dates of work;
- 3. Contract Number 260000222;
- 4. The total amount due.
- 5. If not submitted by email invoices shall be sent to:
STATE OF ALASKA
DCCED/DCRA
ATTN: ADMIN OFFICER
PO BOX 110809
JUNEAU AK 99811-0805

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