

# ATTACHMENT 1



**DEPARTMENT OF THE ARMY**  
**ALASKA ARMY NATIONAL GUARD ELEMENT, JOINT FORCES HEADQUARTERS**  
**49000 ARMY GUARD ROAD**  
**JOINT BASE ELMENDORF - RICHARDSON AK 99505-0800**

9 June 2025

## MEMORANDUM FOR RECORD

**SUBJECT:** Environmental MFR for Camp Carroll AMYA Building 58100 Roof, Siding and Drainage Repairs Project.

1. Several exterior Siding panels have visible damage including holes from unknown causes. Water enters the warehouse through the failed siding at different height levels and different locations around the building. Water will run into the warehouse from where the walls meet the roof as well as through the damaged areas of the panels and from under the siding where the walls meet the floor. Water enters the building during adverse weather conditions such as rain and episodes of snow melting.

The roof is leaking in numerous spots around the building. Leak locations are unknown as the roof insulation is blocking where the leaks are; most likely the leaks are from water running down the insulation and then entering the building through holes in the insulation. Water will leak from the roof during adverse weather conditions such as rain and episodes of snow melting.

During rainy weather and snow melting water runs under the walls and into various areas of the warehouse, sometimes having 2-3 inches of water pooling in the building. Water comes into the warehouse from under the garage door as well as the north and south side of the building. We have not seen water coming in from the back of the warehouse, (the area that is unpaved). There are no known floor drains in the building. There is what appears to be a sump pump near the garage door, however the only water that drains in that direction is the water coming under the garage door, all other water just pools in the building

2. Upgrading facility drainage systems may be incorporated into the project to properly manage the rainwater and snowmelt. The project shall follow Unified Facilities Code (UFC) 1-200-01 Department of Defense (DoD) Building Code and UFC 3-201-01 Civil Engineering for design and construction. If storm drainage systems are installed or improved, they shall not be connected to the sanitary sewer system
3. The Contractor must file for a Base Civil Engineer Work Clearance Request, the "dig permit" if there will be any ground disturbance (such as trenching or excavation work).

This permit is required by the Air Force for any work that disturbs the ground surface by any means on JBER. This request must be processed prior to the start of the work.

4. Mitigation shall be provided against any potential runoff including the placement of boom or wattles as appropriate. If new concrete is required, concrete truck and/or tool washout shall not generate a release on JBER property. It is recommended for concrete washout to be at the concrete plant and not on JBER property.

If there will be ground disturbance, the Contractor shall prepare an Erosion and Sediment Control Plan (ESCP) if ground disturbance is less than an acre. A sample can be found on JBER's Water Quality website (<https://www.jber.jb.mil/Services-Resources/Environmental/Water-Quality>).

If ground disturbance (including equipment staging areas, maintenance areas, and construction easements if they occur atop a soil surface which has not been included in the calculation for area of soil disturbance) is an acre or greater, filing a Notice of Intent (NOI) under the Construction General Permit is required by Alaska Department of Environmental Conservation (ADEC) to comply with stormwater regulations and if the ground disturbance is three acres or greater, a Storm Water Pollution Prevention Plan is required in addition to the NOI. If the project is five or more acres.

5. Contractor is required to repair any disturbed ground surface that's associated to the project. Joint Base Elmendorf-Richardson (JBER) authorization to apply hydroseed after 1 August is required. The Contractor shall use appropriate Seed Mix and application method in line with JBER Guidance. Contractor may submit an alternate seed mix when the specified seed is not commercially available. Provide a letter confirming the specified seed is not available. Include an agronomist certified seed mix design, including application rate, suited to the project site. Surface preparation must be completed before the seeding operation, including removing ruts, stumps, holes, humps, large stones, etc. Hydroseeding under fiber mats, especially in high traffic or sloped areas, can help to encourage growth. A management plan is required for hydroseed work to ensure proper application, growth and coverage. Monitoring and watering until 70% of the expected seed growth is established is required.
6. The AKARNG/DMVA CFMO Environmental Hazardous Waste Program Manager does not anticipate any issues concerning reportable releases of hazardous substances as specified in 40 CFR 302 for the project. It is the Contractor's responsibility to remove all

construction debris and wastes generated from project activities in accordance with JBER, State, Federal and local regulations. All military, civilian, and Contractor personnel operating on JBER must abide by the most current version of the JBER Integrated Solid Waste Management Plan. Non-hazardous waste must be disposed at a permitted RCRA Subtitle D landfill. The Contractor must adhere to JBER's Integrated Hazardous Material Plan due to DMVA and AKARNG being a tenant on Air Force land. If the Contractor has questions about waste disposal, reach out to JBER 673rd Non-Hazardous Solid Waste Program Manager at (907) 384-7854. A copy of the signed waste manifest must be sent to DMVA-FMO Environmental Section Hazardous Waste Program Manager (907-428-7182).

7. In the event of a spill, leak or any discharge of petroleum, oil, lubricants (POL), hazardous materials or hazardous waste during the contractor's operations the contractor shall report the spill to the Alaska Department of Environmental Conservation according to 18 AAC 75. In the event of a spill as described above the contractor shall be held responsible for all fines, response and remediation as required by ADEC under 18 AAC 75. A reportable spill is defined in 18 AAC 75.300. The contractor shall notify the Water Resource Program Manager and the Project Manager in the event of a spill in addition to the above-mentioned reporting to ADEC.
8. Equipment, vehicles and spillable materials shall be staged and stored on impervious surfaces whenever possible. Staging areas will be identified on ESCP and provided to the Project Manager and WRPM prior to mobilization. Secondary containment and drip pans shall be implemented to mitigate risk of spill from any of the contractor's equipment, vehicle or materials. The contractor shall provide and maintain spill response supplies on site sufficient to manage any incidental releases caused from construction activities. Any erodible materials or waste materials that are stored outside shall be covered by plastic or a non-erodible material and secured.
9. The Contractor shall use Best Management Practices to minimize fugitive dust emissions.
10. The Contractor shall submit to the Project Manager a copy of the As-Builts in both PDF and AutoCAD DWG file formats when projects contain building or land modifications for DMVA-CFMO records.
11. The point of contact for this action is Patrick Geary, National Environmental Policy Act (NEPA) Program Manager, 907-428-7157, or via email at [patrick.geary@alaska.gov](mailto:patrick.geary@alaska.gov).

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Encl

DONALD FLOURNOY  
DMVA-FMO-ENV  
Environmental Program Manager

ATTACHMENT 2



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## ATTACHMENT 3

### Supplemental Requirements for DMVA / FMO Federally Funded Contracts | 2013

#### Section 801. Applicable Law.

*The Successful Contractor will comply with the following Applicable Laws. To view any referenced Laws or Statutes in their entirety please contact the Project Management.*

#### Section 802. Governing Regulations.

This contract and the parties involved with this contract will comply with, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1.

#### Section 803. Nondiscrimination.

This contract and the parties involved with this contract will comply with the following national policies prohibiting discrimination:

- A.** Based on race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- B.** Based on race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- C.** Based on sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- D.** Based on age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- E.** Based on handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

#### Section 804. Lobbying.

- A.** The State covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.
- B.** The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

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### Section 805. Drug-Free workplace.

This contract and the parties involved with this contract will comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

### Section 806. Environmental Protection.

- A.** The contractor and all parties, under this contract, agree that its performance under this Agreement shall comply with:
- i. The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414).
  - ii. Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder.
  - iii. The Resources Conservation and Recovery Act (RCRA).
  - iv. The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA).
  - v. The National Environmental Policy Act (NEPA).
  - vi. The Solid Waste Disposal Act (SWDA).
  - vii. The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31.
  - viii. To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- B.** In accordance with the EPA rules, the party further agrees to also identify to the awarding agency (*State of Alaska | Department of Military and Veterans Affairs | Facilities Management Office*) any impact this award may have on:
- i. The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
  - ii. Flood-prone areas and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
  - iii. Coastal zones and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
  - iv. Coastal barriers and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
  - v. Any existing or proposed component of the National Wild and Scenic Rivers System and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

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- vi. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

#### **Section 807. Use of United States Flag Carriers.**

- A. The contractor and the parties involved, under this contract, agree that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
- B. The contractor and the parties involved, under this contract, agree that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

#### **Section 808. Debarment and Suspension.**

This contract and the parties involved will comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the DoD in 2 CFR Part 1125. The State agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the State enters into transactions that are “covered transactions” under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

#### **Section 809. Buy American Act.**

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a, et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

#### **Section 810. Uniform Relocation Assistance and real Property Acquisition Policies**

The State covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

#### **Section 811. Copeland “Anti-Kickback” Act.**

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

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### **Section 812. Contract Work Hours and Safety Standards Act.**

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

### **Section 813. Central Contractor Registration and Universal Identifier Requirements.**

The contractor and all parties involved with this contract agree to comply with the Central Contractor Registration and Universal Identifier Requirements as indicated below:

#### **Requirement for Central Contractor Registration (CCR)**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

#### **A. Requirement for Data Universal Numbering System (DUNS) Numbers**

If you are authorized to make sub awards under this award, you:

- i. Must notify potential sub-recipients that no entity (see definition in paragraph C of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.
- ii. May not make a sub-award to an entity unless the entity has provided its DUNS number to you.

#### **B. Definitions**

- i. For purposes of this award term: DUN'S number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- ii. Entity, as it is used in this award term, means all the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe.
  - b. A foreign public entity.
  - c. A domestic or foreign nonprofit organization.
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- iii. Sub-award:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").



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Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security

and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- ii. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
  - a. As part of your registration profile at <https://www.sam.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.

### C. Reporting of Total Compensation of Sub-recipient Executives

- i. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if—
  - a. in the sub-recipient's preceding fiscal year, the sub-recipient received--
    - i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
    - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
    - iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:
  - a. To the recipient.
  - b. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

### D. Exemptions

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- i. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  - ii. Sub-awards; and,
    - a. The total compensation of the five most highly compensated executives of any sub-recipient.

**E. Definitions.**

For purposes of this award term:

- i. Entity means all the following, as defined in 2 CFR part 25:
  - a. A Governmental organization, which is a State, local government, or Indian tribe.
  - b. A foreign public entity.
  - c. A domestic or foreign nonprofit organization.
  - d. A domestic or foreign for-profit organization.
  - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Sub-award:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iv. Sub-recipient means an entity that:
  - a. Receives a sub-award from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the sub-award.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - a. Salary and bonus.
  - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

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- d.** Change in pension value. This is the change 'In present value of defined benefit and actuarial pension plans.
  - e.** Above-market earnings on deferred compensation which is not tax-qualified.
  - f.** Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

Contractor Acknowledgement and Acceptance:

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**Contractor Business  
Entity Name**

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**Signature – Authorized Representative**

**Date**

-END OF ATTACHMENT 3-