

Submitted by: Chair of the Assembly
at the Request of the Mayor
Prepared by: Project management & Engineering
Department
For Reading: July 25, 2006

CLERK'S OFFICE

APPROVED

Date: 8-15-06

ANCHORAGE, ALASKA

AR NO. 2006-190

A RESOLUTION APPROPRIATING FOUR HUNDRED THOUSAND DOLLARS (\$400,000) FROM A STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES TRANSFER OF RESPONSIBILITIES AGREEMENT WITH THE MUNICIPALITY OF ANCHORAGE TO THE EAGLE RIVER OTHER CAPITAL IMPROVEMENT PROJECT FUND (420) FOR THE VETERANS MEMORIAL HIGHWAY, EAGLE RIVER HIGH SCHOOL TRAFFIC CONTROL AND TURN LANE.

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. That the sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000) is hereby appropriated from a State of Alaska Department of Transportation Transfer of Responsibilities Agreement with the Municipality of Anchorage to the Eagle River Other Capital Improvement Fund (420) for the Veterans Memorial Highway, Eagle River High School Traffic Control and Turn Lane.

Section 2. This resolution shall be effective immediately upon passage and approval by the Anchorage Assembly.

PASSED AND APPROVED by the Anchorage Municipal Assembly this 15th day of August, 2006.

Daniel A. Sullivan
Chair

ATTEST:

Bonnie S. Jones
Municipal Clerk

Department Appropriation: Project Management & Engineering \$400,000



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 528 -2006

Meeting Date: July 25, 2006

FROM: Mayor

SUBJECT: Resolution Appropriating \$400,000 from a State of Alaska Department of Transportation and Public Facilities Transfer of Responsibilities Agreement with the Municipality of Anchorage to the Eagle River Other Capital Improvement Project Fund (420) for the Veterans Memorial Highway, Eagle River High School Traffic Control and Turn Lane.

An Assembly Resolution is requested to appropriate Four Hundred Thousand Dollars (\$400,000) from a State of Alaska Department of Transportation and Public Facilities Transfer of Responsibilities Agreement with the Municipality of Anchorage to the Eagle River Other Capital Improvement Project Fund (420) under the Project Management & Engineering Department for the Veterans Memorial Highway, Eagle River High School Traffic Control and Turn Lane. This Transfer of Responsibilities Agreement originates from funds appropriated by the Legislature for this project.

The funding will provide preliminary design, environmental process, final design, and construction of a right-turn lane at the intersection of Veterans Memorial Highway and Yosemite Drive in Eagle River, and associated traffic signal pole and intersection modifications.

The revenue and expenditures appropriations are as follows:

<u>Revenues</u>	<u>Account Name</u>	
420-7265-9825	State Grant Revenue-Direct	\$ 400,000
<u>Expenditures</u>	<u>Account Name</u>	
420-7265-3101	Professional Services	\$ 392,000
420-7265-6924	State Capital Grant OH	<u>8,000</u>
	Total	\$ 400,000

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE RESOLUTION APPROPRIATING FOUR HUNDRED THOUSAND DOLLARS (\$400,000) FROM A STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES TRANSFER OF RESPONSIBILITIES AGREEMENT WITH THE MUNICIPALITY OF ANCHORAGE TO THE EAGLE RIVER OTHER CAPITAL IMPROVEMENT PROJECT FUND (420) FOR THE VETERANS MEMORIAL HIGHWAY, EAGLE RIVER HIGH SCHOOL TRAFFIC CONTROL AND TURN LANE.

Prepared by: Howard C. Holtan, Director, Project Management & Engineering Department

Fund Certification: Jeffrey E. Sinz, Chief Fiscal Officer
420-7265-9825-M65R40-2006 \$400,000
2006 State Grant

Concur: Denis C. LeBlanc, Municipal Manager

Respectfully submitted: Mark Begich, Mayor



**TRANSFER OF RESPONSIBILITIES AGREEMENT
BETWEEN
THE STATE OF ALASKA DEPARTMENT OF
TRANSPORTATION AND PUBLIC FACILITIES
AND
THE MUNICIPALITY OF ANCHORAGE**

This Agreement is effective upon execution by the State of Alaska, Department of Transportation and Public Facilities (hereinafter called the STATE) and the Municipality of Anchorage, (hereinafter called the MUNICIPALITY). The STATE and the MUNICIPALITY are entering into this Agreement pursuant to AS 35.15.080 et seq. and any regulations promulgated thereunder.

Whereas funds have been appropriated by the Alaska Legislature, under Chapter 03, SLA 05, Page 99, Line 4 for the project described in Appendix A of this Agreement, and whereas the MUNICIPALITY requests that the MUNICIPALITY be allowed to assume all responsibility for the planning, design, and construction of the **Veterans Memorial Highway, Eagle River High School Traffic Control and Turn Lane** project described in Appendix A (hereinafter also referred to as the PROJECT), the parties mutually agree as follows:

1. The MUNICIPALITY agrees to assume all responsibilities heretofore held by the STATE relating to the development and construction of the PROJECT described in Appendix A which is hereby incorporated and made a part of this Agreement.
2. The MUNICIPALITY agrees to comply and shall require compliance by any subcontractor, with all applicable local, state and federal codes, statutes, and regulations. This specifically includes those under AS 36.05 and any laws relating to civil rights.
3. The STATE agrees to transfer the funds appropriated by the Legislature for the PROJECT to a special PROJECT account in the State Treasury. The funds transferred to this special account for the PROJECT shall not exceed a total of \$400,000 and may be drawn upon by the MUNICIPALITY and the STATE as indicated in Appendix A. The MUNICIPALITY agrees to limit expenditures to the transferred amount, or provide additional funds from an alternate source. The STATE will not be responsible for expenditures in excess of the transferred amount.
4. The procedures to be followed in drawing on the special account referred to in Paragraph 3 are set out in Appendix B, which is hereby incorporated and made a part of this Agreement.
5. Prior to the advertisement for construction, the MUNICIPALITY must certify the right-of-way (i.e. land interest in the PROJECT site) pursuant to AS 35.15.110 and obtain the STATE's approval. The MUNICIPALITY agrees to provide the STATE with a right-of-way plat that includes land ownership information, certified by a surveyor, licensed in the State of Alaska. The MUNICIPALITY agrees not to advertise for bids for the PROJECT until acceptance by the STATE in writing is forthcoming.

6. The MUNICIPALITY shall indemnify, defend, and hold harmless the STATE, its officers, agents, employees and contractors for any claims or suits arising out of any MUNICIPALITY assumption of the development, construction, maintenance and property management responsibilities of the PROJECT set forth and described in Appendix A to the extent the MUNICIPALITY has assumed those responsibilities and as allowed by law.
7. The MUNICIPALITY shall coordinate all regulatory agency reviews and obtain all necessary written approvals from all regulatory agencies.
8. The MUNICIPALITY shall forward copies of the design development documents to the STATE including preliminary plans, special provisions, and estimate (PS&E) and Final PS&E. If anything in these documents conflicts with the PROJECT described in Appendix A, the MUNICIPALITY will be notified in writing that further progress payments of PROJECT funds will not be paid by the STATE until those conflicting aspects are corrected.
9. The MUNICIPALITY shall submit a quarterly status and expenditure report to the STATE. The first report shall be due at the end of the quarter in which the agreement has been executed and subsequent reports shall be due every three months thereafter until PROJECT completion (i.e. after acceptance by the STATE that the MUNICIPALITY has met the requirements of this agreement).
10. The MUNICIPALITY shall provide the STATE 40 days to review preconstruction documents and 20 days to review all financial documents required in this agreement.
11. The MUNICIPALITY and the STATE shall partner in the final inspection of the PROJECT. The STATE shall approve the final documents on the PROJECT per AS 35.15.110.
12. The MUNICIPALITY, upon completion of the PROJECT, shall provide the STATE with the final expenditure report, certified by the MUNICIPALITY, of all costs incurred in the accomplishment of the PROJECT.
13. The MUNICIPALITY recognizes that 002 AAC 45.010 establishes specific audit requirements for agreements executed after August 1, 1985. The MUNICIPALITY agrees to be immediately subject to the audit requirements as set forth in the Alaska Administrative Code 02 AAC 45.010. The STATE will audit the PROJECT upon written PROJECT completion notification by the MUNICIPALITY. The MUNICIPALITY shall maintain all PROJECT records for three (3) years after the date of PROJECT acceptance.
14. Within sixty (60) days after the issuance of the final audit report to the STATE or sixty (60) days after acceptance by the STATE that the MUNICIPALITY has met the requirements of this Agreement, the MUNICIPALITY will return the full amount of the grant, less legitimate PROJECT expenses, to the STATE.

15. Responsibility for the development, construction, ownership, maintenance and operation of the PROJECT shall be borne by the MUNICIPALITY, subject to the necessary STATE approvals provided by law.
16. The procedures and standards governing termination of this Agreement by the STATE for cause or convenience are set forth in AAC 17.55.050, the terms of which are hereby incorporated by reference.
17. If, due to changed circumstances, the STATE or the MUNICIPALITY wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least fifteen (15) days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other materials as described in Paragraph 16 above shall, at the option of the STATE, become the STATE's property. If the Agreement is terminated as provided herein, the MUNICIPALITY shall be reimbursed for those actual expenses not otherwise reimbursed under this Agreement which were incurred by the MUNICIPALITY during the Agreement period and which are directly attributable to the MUNICIPALITY's performance of this Agreement. The STATE shall also reimburse the MUNICIPALITY in honoring convenience termination clauses in this Agreement with its contractors as long as these clauses conform to the standard convenience termination clause used by the STATE for similar type contracts (see attached reference).
18. The MUNICIPALITY shall ensure that none of the funds paid under this Agreement will be used for the purposes of lobbying activities before the Alaska State Legislature.
19. Unless changed by prior written notice, any notices required by this Agreement must be sent to the following addresses:

STATE:	Central Region Planning Department of Transportation and Public Facilities P.O. Box 196900 Anchorage, Alaska 99519-6900
MUNICIPALITY:	Project Management & Engineering Municipality of Anchorage 4700 S. Bragaw Street Anchorage, Alaska 99507
20. The failure of the STATE to insist in any one or more instances upon strict performance by the MUNICIPALITY of any provision or covenant in this agreement may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the STATE of any provision or covenant in this Agreement cannot be enforced or relied upon by the MUNICIPALITY unless the waiver is in writing and signed on behalf of the STATE

21. The MUNICIPALITY's administrator for this agreement is Rand Gaynor. The State's administrator for this Agreement is David Post. Each party agrees to notify the other party in writing of any change in the administrator.
22. This Agreement may be modified or amended only by written Agreement signed by both parties.

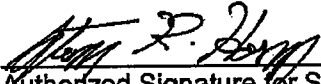
APPROVALS:



Authorized Signature for Municipality Municipal Manager

5-23-06

Date



Authorized Signature for State Director, Construction and Operations
Central Region

6/2/06

Date

APPENDIX A

A. Scope of Work:

Preliminary design, environmental, final design, and construction for a right turn lane at the intersection of Veterans Memorial Highway and Yosemite Drive in Eagle River, and associated traffic signal pole and intersection modifications

PROVIDE PROOF OF LAND INTEREST FOR STATE APPROVAL

B. Estimated Cost by Phase:

	<u>Cost</u>
1. Preconstruction	
a. Design, Administration and Project Management	\$ 50,000
2. Construction	
	\$ 320,000
SUB TOTAL	\$ 370,000

- Estimates. Funds may be moved among phases as appropriate to complete project phases with mutual approval of the MUNICIPALITY and STATE project managers.

3. State Charges:

a. Management, Oversight, and ICAP	<u>\$ 30,000</u>
TOTAL COSTS	\$ 400,000

APPENDIX B

Payment Schedule:

THERE WILL BE A LUMP SUM PAYMENT TO BE PAID AT THE BEGINNING OF EACH PHASE (PRECONSTRUCTION AND CONSTRUCTION).

- 5% (\$) will be retained by the STATE until final PROJECT acceptance. The amount of the final payment will equal the total allowable expenditures, up to a maximum of \$400,000 less what has already been paid to the MUNICIPALITY and deducted by the STATE as described below

STATE Charges to PROJECT:

THE STATE WILL CHARGE TO THE PROJECT FOR MANAGEMENT, OVERSIGHT AND ICAP: \$30,000

Content Information**Content ID :** 004131**Type:** AR_FundsApprop - Funds Approp Resolution

Title: Resolution Appropriating \$400,000 from a State of Alaska DOT
Transfer of Responsibilities Agreement to the Eagle River Other
Capital Improvement Project Fund (420) for the Veterans Memorial
Highway, Eagle River High School Traffic Control and Turn Lane

Author: rerkosp**Initiating Dept:** PME_Projects

Description: Resolution Appropriating \$400,000 from a State of Alaska DOT
Transfer of Responsibilities Agreement to the Eagle River Other
Capital Improvement Project Fund (420) for the Veterans Memorial
Highway, Eagle River High School Traffic Control and Turn Lane

Date Prepared: 7/6/06 3:24 PM**Director Name:** Howard C. Holtan**Assembly****Meeting Date** 7/25/06**MM/DD/YY:****Public Hearing** 8/15/06**Date MM/DD/YY:**

M.O.A.
 2006 JUL 17 AM 10:37
 CLERKS OFFICE

Workflow History

<u>Workflow Name</u>	<u>Action Date</u>	<u>Action</u>	<u>User</u>	<u>Security Group</u>	<u>Content ID</u>
FundsAppropWorkflow	7/6/06 3:26 PM	Checkin	rerkosp	Public	004131
PME_Projects_SubWorkflow	7/6/06 5:00 PM	Approve	hansenjw	Public	004131
PME_Projects_SubWorkflow	7/7/06 11:54 AM	Approve	holtanhc	Public	004131
OMB_SubWorkflow	7/8/06 11:28 AM	Approve	mitsonjl	Public	004131
Finance_SubWorkflow	7/13/06 1:41 PM	Approve	sinzje	Public	004131
MuniManager_SubWorkflow	7/13/06 3:40 PM	Approve	leblancdc	Public	004131
MuniMgrCoord_SubWorkflow	7/14/06 2:23 PM	Approve	abbottmk	Public	004131