

By: Administration
Adopted: April 27, 2015
Vote: O'Barr, Sullivan-Leonard, Buswell, Graham, Wall and Wilson in favor

**City of Wasilla
Resolution Serial No. 15-11**

A resolution of the Wasilla City Council authorizing the Mayor to execute a Transfer of Responsibilities Agreement with the Alaska Department of Transportation and Public Facilities for the Fairview Loop Realign to the South Clapp Street Intersection at Knik-Goose Bay Road project.

WHEREAS, the Alaska Department of Transportation and Public Facilities is making additional funding available for the Fairview Loop Realign to the South Clapp Street Intersection at Knik-Goose Bay Road project through a Transfer of Responsibilities Agreement; and

WHEREAS, the City has had the lead in acquiring right-of-way for this project since 2012 through the City's engineering contract with Hattenburg, Dilley & Linnell using State of Alaska Legislative grant funding; and

WHEREAS, additional funding is needed to complete right-of-way acquisition for the Fairview Loop realignment portion of the project; and

WHEREAS, the agreement is making \$456,000 available for right-of-way acquisition to continue using the City's engineering contract with Hattenburg, Dilley & Linnell for this work.

NOW, THEREFORE, BE IT RESOLVED the Wasilla City Council hereby authorizes the Mayor to execute a Transfer of Responsibilities Agreement with the Alaska Department of Transportation and Public Facilities for the Fairview Loop Realign to the South Clapp Street Intersection at Knik-Goose Bay Road project.

ADOPTED by the Wasilla City Council on April 27, 2015.


BERT L. COTTLE, Mayor

ATTEST:


KRISTIE SMITHERS, MMC, City Clerk

[SEAL]



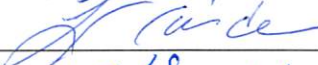

CITY COUNCIL LEGISLATION STAFF REPORT

Resolution Serial No. 15-11: Authorizing the Mayor to execute a Transfer of Responsibilities Agreement with the Alaska Department of Transportation and Public Facilities for the Fairview Loop Realign to the South Clapp Street Intersection at Knik-Goose Bay Road project.

Originator: Public Works Director

Date: April 14, 2015

Agenda of: April 27, 2015

Route to:	Department Head	Signature	Date
X	Public Works Director		4/14/15
X	Finance Director		4/15/15
X	Deputy Administrator		4/15/15
X	City Clerk		4.16.15

Reviewed by Mayor Bert L. Cottle:  04/16/2015

Fiscal Impact: yes or no **Funds Available:** yes or no

Account name/number: Fairview Loop-Clapp ROW/160-4300-334.31-04

Attachments: State of Alaska TORA and Project Fact Sheet (5 pages)

Summary Statement: This resolution provides authorization for the Mayor to execute a Transfer of Responsibilities Agreement (TORA) with the Department of Transportation and Public Facilities to utilize the City's Engineering Contract with Hattenburg, Dilley & Linnell to complete right-of-way acquisition for the Fairview Loop realignment portion of the S. Mack Drive/Clapp Road Extension project. The City has worked on the Fairview Loop realignment portion of the project for the Alaska Department of Transportation and Public Facilities using Legislative Grant funding over the last 3 years. However, there is not enough Legislative Grant funding to complete the right-of-way acquisition portion of the project, and the Alaska Department of Transportation and Public Facilities is making additional funding available through the attached Transfer of Responsibilities Agreement (TORA) for this work.

Recommended Action: Adopt Resolution Serial No. 15-11.

**TRANSFER OF RESPONSIBILITIES AGREEMENT
BETWEEN
THE STATE OF ALASKA DEPARTMENT OF
TRANSPORTATION AND PUBLIC FACILITIES
AND
THE CITY OF WASILLA**

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

Whereas, the State has designed a realignment of South Clapp Street and Fairview Loop Road to meet at a common intersection at Knik Goose Bay Road; and

Whereas, the realignment of South Clapp Street and traffic signal improvements are construction ready, and the realignment of Fairview Loop Road is pending right-of-way acquisition by the City; and

Whereas, the City is currently working with the Mat-Su Borough to construct improvements on South Clapp Street adjacent to the realignment of South Clapp Street included in the State's project; and

Whereas, the ADOT&PF is transferring funding for right-of-way acquisition of the Fairview Loop realignment to the City, so that the City can utilize their engineering consultant to complete the right-of-way acquisition for the State funded portion of the project.

Whereas, funds have been appropriated by the Legislature under **Chapter 17 SLA 12 Page 134, Line 28 and Chapter 17 SLA 12 Page 163, Line 13** for the scope of work described in Exhibit A of this agreement; and

Whereas, it is in the interests of both the State and City that the City be allowed to assume all responsibility for the right-of-way acquisition for the **Fairview Loop Realign to the S. Clapp Street Intersection at KGB** described in Exhibit A (hereinafter also referred to as "the project") the parties mutually agree as follows:

1. The City agrees to assume all responsibilities heretofore held by the State relating to the right-of-way acquisition of the project described in Exhibit A which is hereby incorporated and made a part of this agreement.
2. The City 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 36.15 and any laws relating to civil rights.
3. The City shall indemnify, defend, and hold harmless the State of Alaska, its officers, agents, employees and contractors for any claims or suits arising out of any City assumptions of the right-of-way acquisition responsibilities of the project set forth and described in Exhibit A to the extent the City has assumed those responsibilities and is allowed by law.
4. The City may submit progress payment requests monthly. The State agrees to review progress payment requests and provide any questions to the City within 10 calendar days of receiving the progress payment request. The City shall answer all questions in writing, submit all requested backup information, and submit a revised progress payment request. The State will review the progress payment request as stated above and the process is repeated until there are no

questions. Once there are no questions on the progress payment request, the State shall process the progress payment request for payment.

5. The City 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 report shall be due every three months thereafter until right-of-way acquisition is complete.
6. The City shall provide the State 20 days to review all financial documents required in this agreement.
7. The City, upon completion of right-of-way acquisition, shall provide the State with the final expenditure report, certified by the City, of all costs incurred through this agreement.
8. The City recognizes that 02 AAC 45.020 establishes specific audit requirements for agreements executed after August 1, 1985. The City 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 right-of-way costs upon written completion notification by the City. The City shall maintain all records for three (3) years after the date of the project acceptance.
9. The procedures and standards governing termination of this Agreement by the State for cause or convenience are set forth in ACC 17.55.050. The terms of which are hereby incorporated by reference.
10. The City shall ensure that none of the funds paid under this Agreement will be used for the purposes of lobbying the activities before the Alaska State Legislature.
11. Unless changed by prior written notice, any notices required by this Agreement must be sent to the following addresses:

STATE: Central Region Construction
Department of Transportation
and Public Facilities
P.O. Box 196900
Anchorage, Alaska 99509-6900

BOROUGH: Public Works Director
City of Wasilla
290 E. Herning Ave
Wasilla, Alaska 99654

12. The failure of the State to insist in any one or more instances upon strict performance by the City 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 the Agreement cannot be enforced or relied upon by the City unless the waiver is in writing and signed on behalf of the State.
13. The City's administrator for this agreement is Archie Giddings, Public Works Director. The State's administrator for this Agreement is Matt Morrow, Construction Manager. Each party agrees to notify the other party in writing of any change in the administrator.
14. This Agreement may be modified or amended only by the written Agreement signed by both parties.

APPROVALS:

Authorized Signature for City

Mayor Bert L. Cottle

Date

Authorized Signature for State

Director Construction and Operations
Central Region

Date

EXHIBIT A

A. Scope of Work

Right-of-way acquisition for the Fairview Loop Realign to the S. Clapp Street Intersection at KGB; with the remaining parcels estimated at a cost of \$365,000 to acquire (including relocation), the cost of two replats at \$25,000 each, and engineering consultant services at \$41,000 as shown below:

Direct Costs

Outstanding Parcels		Offer	Budget	Replat
5	Alan C. & Janice J. Swatzbacher	2,700	5,000	
6	Christ First United Methodist Church	5,600		25,000
7	Ruth Bailey	31,000	40,000	
8	Alan F. Swatzbacher	225,000	300,000	25,000
9	Alan F. Swatzbacher	6,800	10,000	
Subtotals		271,100	365,000	50,000

Indirect Costs

Consultant Services	40,000
Expenses	1,000
Subtotal	41,000

Total **456,000**



MACK DRIVE EXTENSION / CLAPP STREET IMPROVEMENTS

MATANUSKA-SUSTITNA BOROUGH PROJECT FACTS

Project Scope

The project extends South Mack Drive 1.5 miles to Knik Goose Bay (KGB) Road and provides a future connection to Fairview Loop. The new road begins on South Mack Drive, south of the Parks Highway, and connects with and will follow the existing Clapp Street alignment to KGB Road.

In cooperation with the Alaska Department of Transportation & Public Facilities (ADOT&PF), Fairview Loop will be realigned and connected to Clapp Street at Donovan Avenue, creating a new four-way intersection at KGB Road (see location map).

The project has been divided into two phases:

Phase I - Menard Sports Center to Donovan Avenue

Phase II - Fairview Loop Realignment (including the intersection with KGB Road). For more information on Phase II, see the ADOT&PF's Fairview Loop Rehabilitation Phase III project.

Benefits

- Provide movement between residential areas (including the Knik-Fairview area), Wasilla and points north and south on the Parks Highway.
- Expand mobility while providing safe access between the Parks Highway and KGB Road.
- Reduce congestion on the Parks Highway and KGB Road.
- Provide crash-reduction benefits due to reduced volumes on two area highway safety corridors: Parks Highway and KGB Road.

- Increase route options and reduce vehicle travel time.
- Improve trip distribution by providing a new link in the transportation network.

Status

Under construction: The low bidder was Bristol Environmental. Vegetation clearing started in September 2014. Utility relocations began in late fall 2014 and will continue into spring 2015. The majority of construction will take place in spring-summer 2015. Anticipated completion of the project is September 2015.

Project Costs

Design was funded through the City of Wasilla. Construction of Phase I is funded through a combination of voter approved MSB Transportation Bonds and a grant from the State matching the local bond funding.

Contact Information

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