

# MEMORANDUM OF AGREEMENT

**Between the  
Haines Borough  
and the  
Alaska Department of Transportation & Public Facilities  
for the  
HNS-Beach Road Widening & Front Street Intersection  
Improvements  
(DOT&PF Project #69316)**

## AMENDMENT NO. 1

### **I. Introduction**

The Alaska Department of Transportation and Public Facilities (DOT&PF) and the Haines Borough (Borough) entered into a Memorandum of Agreement (MOA) on May 25, 2012 for improvements to Front Street and the subsequent conveyance of the Street to the Borough. This document amends that MOA, whereby the Borough has agreed to provide funding to DOT&PF for additional sidewalk improvements that were not included in the original project.

### **II. Scope of this Amendment**

At its June 25, 2013 regular meeting, the Borough Assembly approved the expenditure of \$110,000 for the purpose of removing and replacing the sidewalk and curb on the water-side of Front Street in areas not already shown in the plans for replacement. Additionally, the Borough Assembly approved the expenditure of up to \$100,000 for the purpose of installing an underdrain under portions of the sidewalk on the uphill side of Front Street at its July 9, 2013 regular meeting. The Borough will provide the funding to DOT&PF, and DOT&PF will add the new improvements to the existing construction contract.

The primary items of work include:

- a. Removal and replacement of approximately 400 square yards of concrete sidewalk.
- b. Removal and replacement of approximately 600 linear feet of concrete curb and gutter.
- c. The installation of an engineered underdrain system (french drain) under portions of the uphill sidewalk.
- d. Associated grading, surveying, and traffic control.

- e. Contract administration by DOT&PF.

#### **IV. DOT&PF's Responsibilities under this Amendment**

DOT&PF shall:

1. Establish new project no. 68238, HNS-Front Street Sidewalk and Drainage Improvements, to keep the cost accounting separate from the original contract.
2. Provide a design for the improvements.
3. Ensure the improvements comply with all state and federal environmental requirements.
4. Add the new improvements to the original construction contract, and administer the contract, to include all inspections, testing, and documentation.
5. Provide regular progress information and cost accounting to the Borough, including notifications to the Borough when their funds are approximately 50%, 70% and 90% expended. Costs will include DOT&PF's markup for their Indirect Cost Allocation Plan (currently set at 4.79%).
6. Stop the contractor from continuing work authorized under this Amendment if costs exceed authorized funding, currently totaling \$210,000. DOT&PF cannot perform work beyond the authorized funding.
7. Return to the Borough any unused portion of the funding provided by the Borough.

#### **V. Borough's Responsibilities under this Amendment:**

The Borough shall:

1. Approve project scope by signing this Amendment.
2. Submit payment of the entire authorized amount to DOT&PF within 10 days of the execution of this Amendment.
3. Assume full ownership responsibility of the improvements upon completion of work, as described in the original MOA.
4. Authorize DOT&PF and its contractor's to conduct the necessary work within the Borough road right-of-way, as provided for in the original MOA.

#### **VI. Term**

This Amendment shall have the same term as the original MOA.

### **VII. Contract Claims and Costs**

Borough funds shall cover the costs of all project related costs including litigation, legal fees and costs, including procurement protests, and contract claims.

### **VIII. Contacts**

DOT&PF's construction contact is Maureen Hansen, Construction Group Chief, ([maureen.hansen@alaska.gov](mailto:maureen.hansen@alaska.gov)) 907-465-4428 or as may be re-designated in writing from time to time. The contact for the Borough remains Mark Earnest, Borough Manager, ([mearnest@haines.ak.us](mailto:mearnest@haines.ak.us); 907-766-2231), or as may be re-designated in writing from time to time.

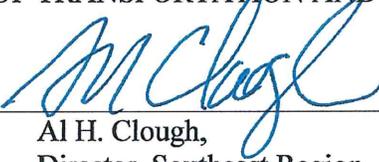
### **IX. Coordination with the MOA**

All other terms and conditions of the original Memorandum of Agreement executed on May 25, 2012, remain enforceable and in full effect.

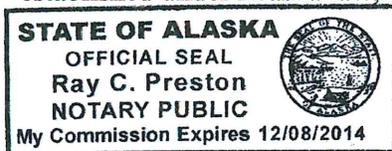
The undersigned agree to the terms of this Amendment No. 1 to the original Memorandum of Agreement executed by the Parties on May 25, 2012:

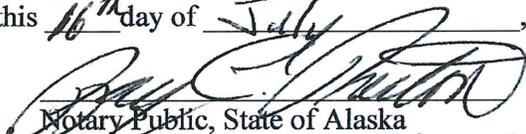
STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (DOT&PF)

Dated: 7.16.2013

By:   
Al H. Clough,  
Director, Southeast Region

Subscribed and sworn to or affirmed before me by Al H. Clough, who is Regional Director for the Southeast Region of the Alaska Department of Transportation & Public Facilities, an agency established under Alaska law, on this 16<sup>th</sup> day of July, 2013.



  
Notary Public, State of Alaska  
My commission expires: 8 Dec. 2014

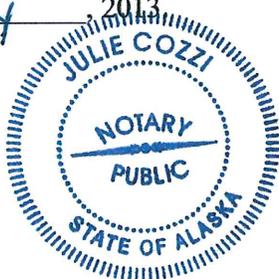
HAINES BOROUGH

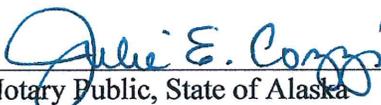
Dated: 07/12/2013

By:   
Mark Earnest  
Borough Manager, Haines Borough

Subscribed and sworn to or affirmed before me by Mark Earnest, who is the Borough Manager of the Haines Borough, a Municipality established under Alaska law, on this 12<sup>th</sup> day of

July, 2013



  
Notary Public, State of Alaska  
My commission expires: 1-29-2017