

**Memorandum of Agreement
Between the
Alaska Department of Transportation & Public Facilities and the
Kodiak Island Borough**

Project: Otmeloi Way Rehabilitation & Transfer

State Project Program Number Z687130000

I. INTRODUCTION AND ACKNOWLEDGEMENTS

The Alaska Department of Transportation and Public Facilities (DOT&PF) and the Kodiak Island Borough (Borough) (collectively, the Parties) mutually agree to the terms and conditions of this Memorandum of Agreement (MOA) for the Otmeloi Way Rehabilitation and Transfer Project (Project). A primary focus of the project is to provide a safer route to the area elementary school. Alaska Statute 44.42.020 authorizes DOT&PF to cooperate, coordinate, and enter into agreements with the federal government and municipalities to plan, design, and construct transportation facilities. The Borough is established under Alaska law.

This MOA is being executed to facilitate the planning, design, and construction of the Project and the transfer of maintenance, operations and ownership of Otmeloi Way and all improvements made by the Project to the Borough. By Resolution FY2019-23 and subsequent review and approval at the March 18, 2021 Assembly Meeting, the Borough has authorized the DOT&PF to plan, design, and construct the Project and to perform all acts specified in this agreement. However, per this MOA, the Project will not be constructed until the Kodiak Island Borough provides written authorization to move forward with obligation of construction funds and advertisement of the project, thereby committing the Kodiak Island Borough to assume maintenance, operations, and ownership responsibilities as described in this MOA.

II. PROJECT SCOPE AND FUNDING

- A. This project will: a) rehabilitate approximately one mile of Otmeloi Way from Milepoint 0 to 0.8 (the "Otmeloi Way Improvements"). The Otmeloi Way Improvements will include grading, drainage, paving, and construction of pedestrian facilities. Realignment and lighting will be included as needed. b) Upon the Otmeloi Way Improvements' completion, DOT&PF shall transfer ownership, operations and maintenance responsibility for Otmeloi Way and associated facilities to the Borough. c) Reconstruct an approximately 500-foot portion of Borough owned Mallard Way from Otmeloi Way to the North Star Elementary School (the "Mallard Way Improvements"). The Mallard Way Improvements will include grading, drainage, paving, and construction of pedestrian facilities. (The Otmeloi Way Improvements and

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the Mallard Way Improvements are collectively referred to herein as the "Improvements").

- B. DOT&PF received a 2005 State of Alaska general fund appropriation of \$3,300,000 to fund a portion of the Improvements. Since the amount of state funding available is insufficient to cover the overall estimated Project cost, these funds have been used to initiate design in compliance with federal project development process. In 2019, the project was moved forward to be evaluated for federal funds through the Community Transportation Program (CTP). In 2020, the DOT&PF CTP Project Evaluation Board awarded federal funding to the project. Upon both Parties signing this MOA, the federal funds will be obligated, and the remaining general fund appropriation will be used as matching funds.

The Borough, as project sponsor is expected to maintain the Local Contribution through the life of the project, including increases that result from changes in total project cost, in accordance with DOT&PF Policy and Procedure 09.01.040. This project's Local Contribution is 36.8% of total Project Costs. The Local contribution of 36.8% includes the Borough's 9.03% local match as set forth in Section III.A.2. hereof. Before requesting Advance to Proceed (ATP) for phase 4, as defined herein, an assessment of the Borough's ability to maintain the Local Contribution is required.

If at any time, the Borough determines they will be unable to continue to maintain the Local Contribution at the committed matching rate, the Borough must notify DOT&PF prior to initiation of the next project phase. A match waiver, signed by the Commissioner, is required for any decrease to the matching share. The exemption template included with Policy and Procedure 09.01.040 is the required format. The Commissioner's decision is final and will indicate whether the decision is subject to penalties described in 17 AAC 05.175 (l) for a breach of an agreement. Exemptions are expected to be infrequent, well documented and based on exceptional circumstances.

- C. Parties will review the Project budgets. The Project budgets are estimates only and the Parties recognize and acknowledge that actual costs may exceed the original Project budget estimates.
- D. Parties acknowledge that DOT&PF has historically maintained Otmeloi Way from its intersection with the Rezanof Drive Highway to its intersection with Monashka Bay Road. The parties acknowledge that the Otmeloi Way Improvements made will reconstruct approximately one mile (Milepoint 0 to 0.8) of Otmeloi Way. The parties acknowledge that by signing this Agreement, upon substantial completion of the Project, as defined herein, the Borough shall assume maintenance, operations and ownership of Otmeloi Way and all Otmeloi Way Improvements from its intersection of Rezanof Drive Highway to its intersection with Monashka Bay Road.

The Parties acknowledge that the DOT&PF will request written approval from the Borough before obligating construction funds and advertising the project for

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construction bids. The Parties acknowledge that should the Borough breach any provision of this MOA, including the acceptance of maintenance, operations, and ownership responsibilities, that the Project will be closed out and federal expenses may be required to be repaid by the Borough per Section XI of this MOA.

III. PLANNING, DESIGN, RIGHT OF WAY, CONSTRUCTION, UTILITIES, AND OWNERSHIP OF THE PROJECT AND IMPROVEMENTS

A. Project Developed in Phases

1. The Project will be broken down into four Phases per federal funding types:
 - a. Phase 2: Design
 - i. Preliminary engineering through environmental document;
 - ii. Preliminary engineering to final Plan, Specifications and Estimate (PS&E); and
 - b. Phase 3: Right of Way, Appraisals, and Acquisition
 - c. Phase 4: Construction
 - d. Phase 7: Utility Agreements

The DOT&PF will be responsible for all design, right of way, construction, and utilities. The Project is being developed in compliance with the federal process to prepare the Project for federal funding participation in construction. The environmental document, right of way certification, and final Plans, Specifications, and Estimates (PS&E) must comply with FHWA certification requirements prior to receipt of authorization to proceed to construction and advertise for construction bids.

2. DOT&PF Policy and Procedure numbered 09.01.040 (Local Match for Capital Improvement Program) requires that a minimum of 15% contingency be included with the total cost estimate for each project ("adjusted total cost estimate"). The State of Alaska general fund appropriation for the Project will be used to fund the required Local Match, i.e. 9.03% and is sufficient to cover the anticipated required Local Match, including match for the 15% construction contingency, and any items determined to be ineligible for federal participation. If for any reason the state funds currently appropriated to the Project should be withdrawn, the Borough would be responsible to provide other local funds to cover federal matching requirements and cost of items ineligible for federal funding participation.

B. DOT&PF's Responsibilities

DOT&PF shall:

1. Seek legislative authorization to receive and expend federal funding sufficient to construct the Project.
2. Ensure that state and FHWA funds are expended in accordance with federal and state laws and regulations.
3. Plan, design, and construct the Project (including utilities).
4. Acquire all necessary rights of way in the name of the Borough.
5. Obtain NEPA documentation as needed and keep an interested parties list.
6. Develop the Project with own staff or use contracted services or combination of state and contracted services. For contracted services, DOT&PF shall issue Requests for Proposals ("RFPs") and enter into contracts for engineering services to develop the Project. The RFPs shall be submitted to the Borough for comment only and not approval prior to advertising for proposals.
7. Execute and manage any professional services agreements as necessary.
8. Keep the Borough point-of-contact informed of Project status.
9. Charge staff time and expenses to the Project at prevailing rates.
10. When design is 35% complete, submit plan set to the Borough for review and comment only.
11. When design is 95% complete, submit to the Borough for review and comment only on the plans, specifications and estimate (PS&E) that will go to advertisement for bid solicitation.
12. Submit the final PS&E package to the Borough for approval prior to advertising the Project for bids. The Project will be inventoried until such time as the Borough reaches a decision on whether to authorize the DOT&PF to proceed to construction.
13. Request written authorization from the Borough to proceed with obligation of construction funds and advertisement of the Project, thereby committing the Kodiak Island Borough to assume maintenance, operations, and ownership responsibilities as described in this MOA.
14. Provide the construction engineering and indirect cost allocation plan (ICAP) to the Borough with a copy of the contractor's Notice to Proceed.
15. Deduct the appropriate rate of ICAP to the Project to cover DOT&PF indirect expenses. The current ICAP rate for FHWA and state highway projects is 4.75% of the total Project costs.

16. **Submit each proposed change order to the Borough** for review and comment prior to commencement of the work covered by the change order and note if approval may result in the Kodiak Island Borough exceeding the Kodiak Island Borough's estimated dollar share allocated to the particular construction activity.
17. The DOT&PF shall add a special provision to its bid documents extending the protections of Standard Specification 107-1.13 to the Kodiak Island Borough. The DOT&PF shall add a special provision to its bid documents requiring the Kodiak Island Borough to be listed as an additional insured on the policies required by Standard Specification 103-1.06, paragraphs 2 through 4. The Borough shall have the right to enforce these requirements against the successful bidder.

C. Kodiak Island Borough's Responsibilities

The Borough shall:

1. Establish a single point-of-contact with sufficient authority and responsibility to communicate to DOT&PF all decisions or notifications required by this MOA. The Borough shall be solely responsible for payment of contract price adjustments to compensate for any owner-caused contract delay claims that are directly attributable to the Borough's failure to timely communicate decisions or notices required by this agreement.
2. Provide funding to cover any work in the original scope of work, or under any change order recommended for approval by the Borough determined to be ineligible for federal funding and exceeding state funding for the Project sufficient to cover the additional federal fund match and/or items ineligible for federal participation.
3. Within 30 days of written notification from DOT&PF requesting authorization to proceed with construction, provide written authorization for DOT&PF to proceed with obligation of construction funds and advertisement of the project, thereby committing the Borough to assume maintenance, operations, and ownership responsibilities as described in this MOA. If the Borough fails to provide timely written notification to DOT&PF to proceed with construction, then the project will be closed out and subject to repayment of federal and state funds as outlined in Section XI.
4. Provide timely Borough written approval or rejection of any change order that may exceed the amount of state funds appropriated to the Project available to cover any ineligible and federal match requirements resulting from the increase in cost for a phase; in no instance shall the Borough's written approval or rejection be more than ten (10) calendar days after DOT&PF's delivery of the proposed change order and all supporting documents to the Borough's point-of-contact. If the Borough intends to recommend rejection of any proposed change order that DOT&PF finds necessary for the completion of the Project, within seven (7) days of the DOT&PFs delivery of the

proposed change order the Borough shall provide an alternative change order proposal—which may include reduction of the Project scope of work—that would allow timely completion of Project. At the time of the Borough’s recommended approval or recommended alternative proposal, the Borough must transfer local funds sufficient to cover any shortfall in available Project state funds to cover an increase in the Borough’s local funding commitment to the Project. The Borough’s failure to provide timely written approval or rejection of a change order shall operate as an acceptance of the change order.

5. Provide funding at the match rate to cover the costs of all Project related litigation, including legal fees and costs, including challenges to federal permits or decisions, condemnation or right of way matters, procurement claims, and construction claims sufficient to cover any shortfalls in available Project state funds to cover same. The Borough shall assist the DOT&PF, as necessary, during the course of the Project related administrative or civil proceedings and participate in the litigation but the Borough shall not have the right to actively participate in the control of the litigation, including participating in strategy and settlement discussions.
6. Review information and action items from DOT&PF and provide any necessary responses within fourteen calendar days of receipt.
7. Provide management staff for coordination and review of the Project as needed with no cost to the Project.
8. Authorize the DOT&PF and its contractors on the Project to conduct the necessary work within the Borough road rights of way, and provide the DOT&PF with construction easements and such other interests as required to meet federal right of way certification requirements.
9. Inspect the Project right of way and property prior to Project closeout. The Borough may perform an environmental assessment of that property for the purpose of determining whether any hazardous material contaminates the property. For purposes of this agreement, a “hazardous material” is any chemical, metal, petroleum product, or other substance (or any combination of hazardous materials) that is designated as “hazardous” by the U.S. Environmental Protection Agency and that is regulated by any government agency in any quantity as a contaminant, hazardous material, or threat to health or safety.
10. Participate in determining “substantial completion” of each phase or stage of the Project and accept full ownership and complete responsibility for each phase or stage of the Project, and all Improvements thereon, upon substantial completion of each. The Borough will assume maintenance, operations, and ownership of the facility upon completion of the Improvements. The Kodiak Island Borough acceptance of ownership is not a direct or implied waiver of a contractor’s responsibility to satisfactorily complete the work.

11. After the completion of the Project, in addition to the transfer of constructed Improvements and the transfer of operation and maintenance responsibilities described herein, DOT&PF will assign to the Borough, all its rights, powers, interests, and privileges in or arising from each and every one of the utility permits listed below, or as listed at time of transfer:

- Electric distribution line.
- Telecommunications line
- City water and sewer lines
- Any other permits or easements

IV. PROJECT ADMINISTRATION

- A. Unless otherwise expressly stated in this MOA, the DOT&PF shall be solely responsible for all Project procurements.
- B. Except as otherwise expressly stated in this MOA, the DOT&PF will be solely responsible for the administration of all Project contracts, in accordance with its contract(s) with the contractor(s) ("construction contract(s)"). The Borough has no direct or implied right to enforce any terms or conditions of any professional services or construction contracts against either the DOT&PF or the contractor(s) except where there is alleged Project mismanagement premised upon the DOT&PF's gross negligence, recklessness, or intentional misconduct. Nothing herein shall be read to modify the scope of AS 09.50.250 or to waive any provisions thereof.
- C. Notwithstanding Section IX of this Agreement, DOT&PF shall be wholly responsible for the defense of any procurement protests or contract claims.

V. FINAL INSPECTION

- A. Representatives of the Borough and the DOT&PF may jointly conduct final inspections upon substantial completion of the Project's construction. The DOT&PF shall, however, determine when the Project reaches the point of substantial completion. The term "substantial completion" as used in this MOA means that the construction is sufficiently completed to allow the owner or a person authorized by the owner: A) to occupy the phase or stage constructed and Improvements thereon; or B) to use the phase or stage constructed and Improvements thereon in the manner for which they were intended.
- B. The DOT&PF shall provide the Borough with an "As Built" of the Project and all Improvements at Project closeout.

VI. THE BOROUGH'S RIGHT-OF-WAY, OPERATIONS, AND MAINTENANCE OBLIGATIONS

The Borough's right-of-way, operations, and maintenance duties for the Project shall commence on the date of substantial completion. The Borough agrees that its obligations with regard to the transferred rights-of-way, operations, and maintenance include the following:

A. The Borough agrees to perform, at its own expense, those right-of-way, operations, and maintenance obligations required by the use of FHWA funds. In carrying out these obligations, the Borough's duties include:

1. Those identified in 23 C.F.R. §1.23 ("Rights-of-Way") and 23 C.F.R. §1.27 ("Maintenance"), which would otherwise be required of the DOT&PF if the DOT&PF owned the transferred facility and Improvements;
2. Management of the right-of-way and any utilities in accordance with relevant sections of 23 CFR Part 710 ("Right-of-Way and Real Estate") and 23 C.F.R. Part 645 ("Utilities");
3. Complying with the DOT&PF's Right-of-Way Manual;
4. Conducting oversight and management of utilities located in any transferred right-of-way consistent with the DOT&PF's Utility Manual, and complying with the utility policies and requirements set forth in AS 19.25.010-020 and 17 AAC 15;
5. Allowing no encroachments within the transferred right-of-way without the prior consent of the DOT&PF and the FHWA;
6. Refrain from selling or conveying any portion of the transferred right-of-way without prior consent from the DOT&PF. In the event that the DOT&PF gives its consent to the disposal of any portion of right-of-way acquired with federal-aid highway funds for the Project, the Borough shall pay proceeds of the sale to the DOT&PF, which the DOT&PF will credit to the appropriate federal-aid and state accounts;
7. Issuing permits as required by the foregoing duties, and assuming sole responsibility for enforcement of all terms and conditions of such permits.

B. The Borough agrees to maintain and operate the transportation facilities consistent with 23 C.F.R. §1.27 and the DOT&PF's Alaska Highway Maintenance and Operations Manual ("AHMOM"). In the event of conflict between 23 C.F.R. §1.27 and AHMOM, the more stringent provisions will establish the minimum standards with which the Borough must comply.

C. The Borough shall perform all operation and maintenance activities required by this MOA at its own expense and without reimbursement from the DOT&PF. Maintenance activities include, but are not limited to:

1. Planning, scheduling, administration, and logistics of maintenance activities;

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2. Traffic control and safety;
3. Maintaining road, bridge, river and other embankment protection, including erosion control, to as-built conditions;
4. Roadside management;
5. Maintaining guardrails and guardrail end treatments to their as-built conditions;
6. Snow and ice control, including all plowing, sanding, culvert and storm sewer thawing, snow hauling, winging, opening of shoulders, ice scraping, drift control, snow slide removal, and associated tasks as may be required for the safe and timely passage of the public;
7. Maintaining signs and delineators in an as-built condition and their replacement, including posts and foundations, when damaged, unreadable, or worn out;
8. Maintaining highway markings and repainting as required to maintain performance of their intended function;
9. Removal of debris, rubbish, and dead animals;
10. Signing of seasonal weight restrictions as may be required by local conditions;
11. Pothole repair using the appropriate asphalt or concrete products on an as-needed basis;
12. Annual crack sealing
13. Addressing deficiencies identified through bridge inspections and reports provided by DOT&PF.

VII. TERM

This MOA shall become effective on the date of the last signature and shall apply in perpetuity.

VIII. INCORPORATION CLAUSE

The Borough shall comply with all applicable federal and state laws, regulations, executive orders, stewardship agreements, and applicable DOT&PF manuals and guidelines, including those provisions that would apply to the DOT&PF if the DOT&PF were to perform those tasks to be performed under this MOA by the Borough. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this MOA.

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IX. INDEMNIFICATION

A. The Borough shall hold the DOT&PF, the State, its officers, employees, and agents (collectively, "the State") harmless from and defend and indemnify the State for liability, claims, or causes of action arising out of this MOA or relating to the Project or property and facilities being transferred and the obligations being assigned.

1. Notwithstanding the foregoing, the Borough shall have no obligation to hold harmless and indemnify the State to the extent the State is determined to be liable for its own acts or omissions, except that:

a. to the maximum extent allowed by law, the Borough shall hold the State harmless from and indemnify the State for liability, claims, or causes of action arising from an alleged defect in the design or construction of any facility transferred to the Borough pursuant to this MOA, regardless of negligence or other fault, if such liability, claim, or cause of action arises out of an incident that occurs more than two years after the Borough assumes maintenance responsibilities for the subject facility.

2. The Borough's duty to defend shall apply regardless of whether it is also alleged that the State's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).

3. Neither liability claims nor causes of action arising from injuries which occurred prior to the date of the transfer of maintenance responsibilities, nor liabilities imposed by or claims or causes of action arising from or asserted under AS 46.03.822, shall be governed by this paragraph.

B. The DOT&PF shall add a special provision to its bid documents extending the protections of Standard Specification 107-1.13 to the Borough. The DOT&PF shall add a special provision to its bid documents requiring the Borough to be listed as an additional insured in all instances where the successful bidder would be required to add the DOT&PF as an additional insured. The Borough shall have the right to enforce these provisions against the successful bidder.

X. EACH PARTY IS AN INDEPENDENT CONTRACTOR

For the purposes of this Agreement and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent contractor and not a partner, agent, or employee of the other party. Neither party shall have authority to make any statements, representations, nor commitments of any kind, or to take any action, which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.

XI. CANCELLATION REMEDIES

- A. If the Borough requests or is the primary cause of cancellation of any construction contracts entered into by the DOT&PF, the Borough shall be responsible for those costs not accepted for reimbursement by the FHWA, amounts the State of Alaska expects to be reimbursed for, and any other costs or expenses incurred by the Borough or the DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.**
- B. If the DOT&PF is the primary cause of the cancellation, the DOT&PF shall bear those costs not accepted for reimbursement by FHWA, amounts the State of Alaska expects to be reimbursed for, and any other costs or expenses incurred by the Borough or the DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.**
- C. The foregoing remedies are in addition to any other remedies referenced in this MOA, and do not bar or limit the parties from resorting to any other remedy available at law or equity.**

XII. PENALTY FOR BREACH OF MAINTENANCE OBLIGATIONS

- A. Notification and Opportunity to Cure: If DOT&PF notifies the Borough in writing that it is in violation of any of the terms, conditions, or provisions of Section VI, VII, or VIII of this Agreement, the Borough shall have thirty (30) days from the date of such notification to remedy the violation; or, if the remedy will take in excess of thirty (30) days to complete, the Borough shall have thirty (30) days to commence implementation of a satisfactory remedy.**

Expiration of the thirty (30) days and failure by the Borough to remedy is a breach of this MOA. If the Borough is in breach, DOT&PF may elect to terminate this MOA. Failure to implement a satisfactory remedy may also result in the DOT&PF not considering any Borough contribution in evaluating the Borough's municipal capital improvement project nominations in the six years after breach (17 AAC 05.175(f)).

- B. Remedies: In the event of breach of the Borough's obligations to own, maintain and operate the Project or the constructed Improvements, damages shall include, but are not limited to:**
 - 1. Return of the state and federal funds expended on the Project under this MOA;**
 - 2. Reimbursement to the DOT&PF for any costs incurred by the DOT&PF which are directly or indirectly related to fulfilling any of the Borough's contractual commitments; and**

3. Withholding of approval of future state or federal funded projects until such time as the Borough puts the Project in a state of compliance with this MOA.

4. Legal fees and costs.

XIII. MISCELLANEOUS PROVISIONS

A. Amendment or modification of Agreement: This MOA may only be modified or amended by written agreement signed by authorized representatives for both Parties.

B. The Whole Agreement: This MOA constitutes the entire agreement between the Parties. There are no other understandings or agreements between the Parties, either oral or memorialized in writing, regarding the matters addressed in this MOA. This MOA may not be amended by the Parties unless an amendment is agreed to in writing with the both Parties signing through their authorized representatives.

C. Assignment: Without the written consent of the DOT&PF, this MOA is not assignable by the Borough either in whole or in part.

D. Third Parties and Responsibilities for Claims: Nothing in this MOA shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the Parties named in this MOA, whether such rights, privileges, immunities, duties or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this MOA shall be construed as creating any legal relations between the DOT&PF and any person performing services or supplying any equipment, materials, goods, or supplies for the Project.

E. Duty of Cooperation: Each party agrees to provide reasonable access to the Project and to relevant Project records, to any authorized representatives of the other party or U.S. Government. The Borough and DOT&PF further agree to cooperate in good faith with inquiries and requests for information relating to the Project or its obligations under this MOA.

F. Necessary Approvals: In the event that any election, referendum, ordinance, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Borough to enter into this MOA or to undertake the Project, or to observe, assume or carry out any of the provisions of the MOA, the Borough will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

G. Joint Drafting: This MOA has been jointly drafted by the Parties, and each party has had the ability and opportunity to consult with its legal counsel prior to signature. The MOA shall not be construed for or against either party.

K. Third Party Beneficiary Status: The Borough is not an intended beneficiary of any contracts between the DOT&PF and any contractors, subcontractors or consultants or any other third parties, and has no contractual rights with respect to such contracts or any provisions thereof, unless expressly stated otherwise.

XIV. CONTACTS

For DOT&PF, Southcoast Region –

Design Phase:

Kirk Miller, Design Group Chief

Email: kirk.miller@alaska.gov

Telephone: (907) 465-4443

Construction Phase:

Chris Goins, Construction Chief

Email: chris.goins@alaska.gov

Telephone: (907) 465-8884

Or other representatives as designated in writing.

For the Borough:

Michael Powers, Borough Manager

Kodiak Island Borough

Email: mpowers@kodiakak.us

Telephone: (907) 486-9302

Or other representative as designated in writing.

XV. ATTACHMENTS

Appendix A: Scope, Schedule, Estimate

Preliminary Drawings (13 Pages)

Draft Right of Way Exhibit (1 Page)



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The undersigned agree to the terms of this Memorandum of Agreement:

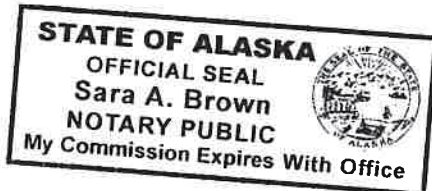
**STATE OF ALASKA,
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES**

Dated: 07 Jun 2021

By: [Signature]

D. Lance Mearig, P.E.
Regional Director, Southcoast Region

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by Sara Brown, who is Regional Director for the Southcoast Region of the Alaska Department of Transportation & Public Facilities, an agency established under Alaska law, on this 7 day of June, 2021.



[Signature]
Notary Public, State of Alaska
My commission expires: with office



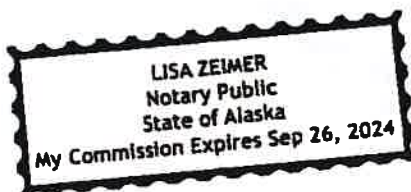
KODIAK ISLAND BOROUGH

Dated: 6-4-21

By: [Signature]

Michael Powers
Borough Manager, Kodiak Island Borough

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by Michael Powers, who is the Borough Manager of the Kodiak Island Borough, a municipality established under Alaska law, on this 4 day of JUNE, 2021.



[Signature]
Notary Public, State of Alaska
My commission expires: 9-26-24

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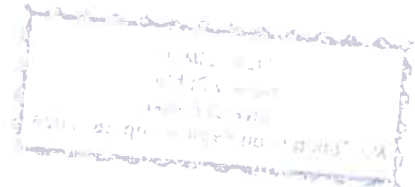
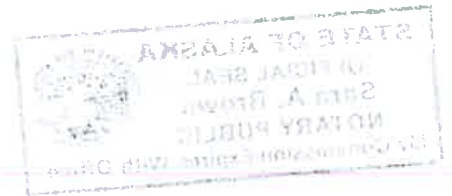
ACKNOWLEDGMENT OF THE KODIAK ISLAND BOROUGH ASSEMBLY

BE IT REMEMBERED that on the 18th day of March, 2021 at a regular meeting, of the Kodiak Island Borough, a municipality established under Alaska law, granted its approval of the foregoing instrument via Resolution No. FY2021-39.

Dated:

June 4, 2021


Clerk, Kodiak Island Borough



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Otmeloi Way Reconstruction & Transfer Project
State Project No.: 68713
Appendix A
Scope, Schedule, Estimate

Scope

This project will reconstruct approximately one mile of Otmeloi Way (milepoint 0 to 0.8) (the "Otmeloi Way Improvements"). The Otmeloi Way Improvements will include grading, drainage, paving, and construction of pedestrian facilities. Realignment and lighting will be included as needed. Upon completion, ownership and maintenance responsibility for Otmeloi Way and associated facilities will be transferred to the Kodiak Island Borough. To complete a safer route to school DOT&PF will reconstruct approximately 500-foot portion of Borough owned Mallard Way from Otmeloi Way to the North Star Elementary School as part of this project (the Mallard Way Improvements"). The Mallard Way Improvements will include grading, drainage, paving, and construction of pedestrian facilities.



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STIP Schedule

This project was awarded federal funding through the Community Transportation Program at a committed match rate of 36.8%. Funding was approved and programmed via Amendment 1 to the 2020-2023 STIP.

Ph	Fund	FFY20	FFY21	FFY22	FFY23	After 2023
2	OSF	0	0	184,000	0	
2	STP	0	0	316,000	0	
3	OSF	0	0	158,240	0	
3	STP	0	0	271,760	0	
4	OSF	0	0	0	2,097,600	
4	STP	0	0	0	3,602,400	
7	OSF	0	0	0	257,600	
7	STP	0	0	0	442,400	
Totals:		0	0	930,000	6,400,000	0

Funds expended to December 21, 2020: \$625,568.84

PROJECT SCOPE, SCHEDULE, AND ESTIMATE APPROVED BY THE FOLLOWING PROJECT CONTACTS:

Alaska Department of Transportation and Public Facilities

Date: 06/17/2021

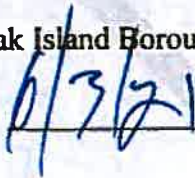
By:



Marie Heidemann, Juneau Field Office Chief,
Division of Planning and Program Development

Kodiak Island Borough

Date:



By:



Michael Powers, Borough Manager



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