


**SUBJECT: MEMORANDUM OF AGREEMENTS WITH ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES REGARDING MAINTENANCE AND MATCH REQUIREMENTS FOR SELDON ROAD RECONSTRUCTION: WASILLA-FISHHOOK ROAD TO LUCILLE STREET, AND INNER AND OUTER SPRINGER LOOP SEPARATED PATHWAY.**

**AGENDA OF: August 5, 2025**

**ASSEMBLY ACTION:**

**AGENDA ACTION REQUESTED:** Present to the Assembly for consideration.

Route To:	Signature
Originator	<div>7 / 23 / 25 25</div> <div>X </div> <div>Signed by: David Swartz</div>
Public Works Director/Deputy Manager	<div>7 / 23 / 25 25</div> <div>X George W. Hays</div> <div>Signed by: George Hays</div>
Purchasing Director	<div>7 / 23 / 25 25</div> <div>X Dustin Silva</div> <div>Signed by: Dustin Silva</div>
Finance Director	<div>7 / 24 / 25 25</div> <div>X  Liesel Zanto for C H</div> <div>Signed by: Liesel W. Zanto</div>
Borough Attorney	<div>7 / 24 / 25 25</div> <div>X John Aschenbrenner</div> <div>Signed by: John Aschenbrenner</div>
Borough Manager	<div>7 / 24 / 25 25</div> <div>X Michael Brown</div> <div>Signed by: Mike Brown</div>
Borough Clerk	<div>7 / 25 / 25 25</div> <div>X Lonnie McKechnie</div> <div>Signed by: Lonnie McKechnie</div>

**ATTACHMENT (S) :** Fiscal Note: Yes x No \_\_\_\_  
 Memorandum of Agreement: Seldon Road Reconstruction (16 pp)  
 Memorandum of Agreement: Inner and Outer Springer Loop Separated Pathway (16 pp)

**SUMMARY STATEMENT:** In accordance with Matanuska-Susitna Borough (MSB) code 3.08.161 (A) a contract for supplies, services, professional services, or construction which obligates the borough to pay more than \$100,000 may not be executed unless the assembly has approved a memorandum setting forth the essential terms of the

contract.

Assembly Resolution Serial No. 22- 108 authorized MSB to apply for projects that would receive funding from the Community Transportation Program (CTP) and the Transportation Alternative Program (TAP) administered by Alaska Department of Transportation and Public Facilities (DOT&PF).

On April 8, 2024, the MSB received notice from ADOT&PF informing us our nominations for the Seldon Road Reconstruction and Inner and Outer Springer Loop Separated Pathway projects had been accepted for award.

On July 18, 2025, the Public Works Department received drafts of the Memorandum of Agreement (MOA) for the Seldon Road Reconstruction and Inner and Outer Springer Loop Separated Pathway projects. Public Works is coordinating with DOT&PF to finalize each MOA prior to execution by the Borough Manager.

These draft MOAs include a commitment for MSB to provide the minimum federal-aid match commitment of 9.03% with a supplemental contribution of 1% more than the minimum required federal-aid match commitment, which will provide a total Local Match Contribution not less than 10.03% of the DOT&PF engineer's estimate for each project. Based upon the estimate included with the nomination packet (12/20/23), the total Local Match is \$3,461,980 for the Seldon Road Reconstruction project and \$242,756 for the Inner and Outer Springer Loop Separated Pathway.

If the project cost changes between the date of the notice of acceptance of award and programming of the project for design and construction, the overall amount of match required shall be adjusted accordingly, within the limits described above.

Funding responsibility includes 50% contingency for the preconstruction phases (Design, Environmental, and Right of Way) and 15% contingency for construction phases (Utilities and Construction).

MSB's Local Match contribution for the Seldon Road Reconstruction project is funded through the Local Assistance and Tribal Consistency Fund (LATCF), Debt Service, State of Alaska Grant funds, and the Gold Trail RSA #28. For the Inner and Outer Springer Loop Separated Pathway project the local match is available through the LATCF fund.

**RECOMMENDATION OF ADMINISTRATION:** Assembly approval of Local Match to the Alaska DOT&PF in the amount of \$3,461,980 for Seldon Road Reconstruction: Wasilla Fishhook Road to Lucille Street project, and \$242,756 for the Inner-Outer Springer Loop Separated Pathway project, and authorizing the Borough Manager to sign each


respective Memorandum of Agreement.

## MATANUSKA-SUSITNA BOROUGH

## FISCAL NOTE

Agenda Date: August 5, 2025

SUBJECT: MEMORANDUM OF AGREEMENTS WITH ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES REGARDING MAINTENANCE AND MATCH REQUIREMENTS FOR SELDON ROAD RECONSTRUCTION: WASILLA-FISHHOOK ROAD TO LUCILLE STREET, AND INNER AND OUTER SPRINGER LOOP SEPARATED PATHWAY.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <b>YES</b> NO
AMOUNT REQUESTED \$3,704,736	FUNDING SOURCE Roads and Bridges Capital Projects
FROM ACCOUNT # 430.000.000 4xx.xxx	PROJECT# 35473
TO ACCOUNT:	PROJECT #
VERIFIED BY: <div style="text-align: right;">7 / 2 5 / 2 0 2 5</div> <div style="text-align: center;">  M e r i s s a C a r r e l l         </div> <div style="text-align: center; font-size: small;">Signed by: M e r i s s a C a r r e l l</div>	

## EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL		3,704.7				
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REVENUE						
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## FUNDING:



(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other		3 704 7				
TOTAL		3 704 7				

## POSITIONS:

Full-Time						
Part-Time						
Temporary						

## ANALYSIS: (Attach a separate page if necessary)

APPROVED BY:	 Recoverable Signature
	<div style="text-align: center;">  L i e s e l Z a n t o         </div> <div style="text-align: center; font-size: small;">Signed by: Liesel W eiland</div>

# Memorandum of Agreement

Between the State of Alaska  
Department of Transportation and Public Facilities  
and the Matanuska-Susitna BOROUGH

Regarding Maintenance and Match Requirements for Community Transportation Program  
Project Award: **Seldon Road Reconstruction: Wasilla-Fishhook Road to Lucille Street**  
**[CTP Award 2023] [Parent]**

The parties to this Agreement (hereafter Agreement) are the State of Alaska acting through its Department of Transportation and Public Facilities (hereafter DOT&PF) and the Matanuska-Susitna BOROUGH (hereafter BOROUGH), a second-class BOROUGH established under Alaska law.

WHEREAS, the Federal Highway Administration (hereafter FHWA) distributes Federal-aid Highway Program funds to DOT&PF; and

WHEREAS, DOT&PF oversees decisions regarding the selection of projects for funding and are responsible for ensuring Federal requirements are met, including those for funds eligibility; and

WHEREAS, the BOROUGH submitted nominations for two Seldon Road projects: “Seldon Road Reconstruction, Wasilla Fishhook Road to Snowgoose Drive” and “Seldon Road Reconstruction, Snowgoose Drive to Lucille Street” hereafter combined into one DOT&PF project called “Seldon Road Reconstruction: Wasilla-Fishhook Road to Lucille Street [CTP Award 2023] [Parent]” (hereafter the PROJECT) during the open call for nominations for the Community Transportation Program (CTP); and

WHEREAS, the PROJECT was awarded CTP funds contingent on fulfillment of several stipulations including maintenance and match contributions; and

WHEREAS, the PROJECT has been programmed into the 2024-2027 Statewide Transportation Improvement Plan (STIP ID 34243 (Parent) and 34242 (Child)) with the design phase in the STIP programmed years; and

WHEREAS, funding is expected to be available for the construction phase after FFY2027; and

WHEREAS, the PROJECT is within the BOROUGH right-of-way and improvements will be owned by the BOROUGH; and

WHEREAS, the PROJECT will serve the public interest and enhance the quality of life for the residents of, and visitors to, the BOROUGH; and

WHEREAS, the BOROUGH agrees to maintain PROJECT improvements in a way that will maximize service life; and

WHEREAS, DOT&PF Policy and Procedure Number 09.01.040 Local Match for CIP (effective 7/01/2005) establishes that local contributions of matching funds shall be required for surface transportation projects that serve local interests; and

WHEREAS, the BOROUGH, as part of the project nomination process, proposed to provide the minimum federal-aid match commitment of 9.03% and a supplemental contribution at least 1% more than the minimum required federal-aid match commitment, which will provide a total Local Match contribution not less than 10.03% of the DOT&PF engineer's estimate; and

WHEREAS, the DOT&PF in its CTP Award Letter (Attachment A) identified the required match requirements for the PROJECT; and

WHEREAS, the BOROUGH agrees to take on ownership and maintenance of DOT&PF portions of Seldon Road, from Wasilla-Fishhook to Schrock Road, and Davis Road, from Fairview Loop Road to Jenks Drive; and

WHEREAS, Alaska Statute 19.05.040 provides that DOT&PF may enter into agreements with Local Governments relating to highways; and

WHEREAS, Alaska Statute 19.20.060 authorizes DOT&PF and the BOROUGH to enter into agreements for establishing, maintaining, and regulating use of public ways within their respective jurisdictions; and

WHEREAS, 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; and

WHEREAS, this Agreement must be executed prior to advancing PROJECT design as mandated in the DOT&PF Highway Preconstruction Manual; and

WHEREAS, the parties hereto wish to memorialize within this Agreement their specific obligations regarding the Maintenance and Match requirements for the PROJECT.

IT IS THEREFORE AGREED by the Parties, in consideration of the mutual promises contained in this Agreement, to provide planning, design, construction, and maintenance for the PROJECT as set forth below:

## **1. SCOPE OF WORK**

- a. This PROJECT will upgrade Seldon Road, between Wasilla Fishhook and Lucille Street, to an arterial highway standard, with a separate pathway, to address geometry, safety, and capacity issues.
- b. The scope of the improvements for the PROJECT being implemented under this agreement shall be depicted within the drawings for the PROJECT. After the project is completed, the final as-builts will document the full scope of this agreement.

## **2. PLANNING, DESIGN, AND CONSTRUCTION**

- a. Within the limits of the approved funding, the DOT&PF shall fund, plan, design, and construct the PROJECT as per current state and federal standards in the Alaska Preconstruction Manual. It will provide all labor, material, and equipment necessary to construct the PROJECT according to the provisions in the PROJECT documents and plans.
- b. Project phases are categorized as Design (Preliminary Engineering) Phase 2, Right-of-Way Phase 3, Construction Phase 4 and Utilities Phase 7. Each phase must receive authority to proceed (ATP) from the FHWA before work may proceed.
- c. The BOROUGH shall be provided with an opportunity to participate in all phases of development, including status meetings and design reviews. The Borough and the DOT&PF will work together to resolve needs for funding or scope adjustments. In the event of disagreement relating to issues impacting project delivery, both agencies agree to make every effort to be partners through the project and to resolve disagreements at the lowest level possible. In the event of disagreement, the elevation process will be as follows:  
  
Level 1: DOT&PF Project Manager and BOROUGH Project Manager.  
Level 2: DOT&PF Preconstruction Engineer and BOROUGH Project Management Division Manager  
Level 3: DOT&PF Regional Director and BOROUGH Public Works Director
- d. DOT&PF Responsibilities
  - i. Ensure FHWA funds used for the PROJECT are expended in accordance with Federal and State laws and regulations.
  - ii. Plan, design, and construct the PROJECT.
  - iii. Acquire all necessary rights of way.
  - iv. Acquire all permits necessary for the PROJECT.
  - v. Include the PROJECT in the STIP and update STIP, as necessary.
  - vi. Include the PROJECT in the State capital budgeting process, contingent on the BOROUGH fulfilling its funding obligations contained herein and obtain Legislative Authority to spend the funding.
  - vii. Obtain NEPA documentation as needed and keep an interested parties list along with a public involvement summary.
  - viii. Develop all Requests for Proposals (“RFPs”) needed to solicit professional services for PROJECT development. The written Statement of Services and Price Estimate shall be submitted to the BOROUGH for comment prior to advertising. A BOROUGH representative is eligible and invited to be included on all proposal evaluation committees.
  - ix. Design engineering, environmental services and construction management may be completed by DOT&PF personnel.
  - x. Execute and manage any professional service agreements, as necessary.

- xi. Charge staff time and expenses to the PROJECT.
- xii. Include the BOROUGH in all review assembly distributions.
- xiii. Deduct the appropriate rate of ICAP to the PROJECT to cover DOT&PF indirect expenses. The current ICAP rate for a FHWA project is 5.37% of the total PROJECT cost.
- xiv. DOT&PF will share cost estimates at milestone reviews and at construction. DOT&PF will update the BOROUGH on significant cost changes during construction.

e. BOROUGH Responsibilities

- i. Establish a single point of contact with sufficient authority and responsibility to communicate to DOT&PF on all decisions or notifications required by this Agreement.
- ii. Participate with DOT&PF on all decisions required by this Agreement.
- iii. Participate with DOT&PF during the Substantial Completion inspection to ensure the PROJECT is built in substantial conformance with the approved contract documents.

### 3. MATANUSKA-SUSITNA BOROUGH MAINTENANCE AND OPERATIONS

- a. The BOROUGH at its sole cost and expense agrees to maintain and operate the PROJECT consistent with 23 CFR § 1.27 and the DOT&PF's 2014 Alaska Highway Maintenance and Operations Handbook, commencing upon Substantial Completion of the,
  - i. "Substantial Completion" means a formal Letter of Substantial Completion issued by DOT&PF Construction Division. This letter is issued at the time at which the PROJECT or a portion of the PROJECT (a) can be safely and effectively used by the public without further delays, disruption, or other impediments, and (b) pavement structure, shoulder, drainage, sidewalk, pathway, permanent signing and marking, guardrail and other traffic barrier safety appurtenances, utilities, and lighting work is complete.
- b. The BOROUGH may enter contracts with third parties to accomplish these responsibilities, including temporary, seasonal, or permanent alterations or improvements, at the discretion of the BOROUGH.
- c. **Sole remedy for the BOROUGH's failure to meet its maintenance obligation.** In the event DOT&PF and/or FHWA give notice that the BOROUGH is failing to properly maintain the PROJECT improvements, the BOROUGH will correct the identified deficiencies within 60 days of the date of that notice. Failure by the BOROUGH to do so will result in DOT&PF suspending all future federally-funded improvements to roads controlled by the BOROUGH until: (1) all maintenance deficiencies are corrected by the BOROUGH; and (2) the



BOROUGH brings current all past-due payments, and/or reimburse DOT&PF for costs it incurred (if any) in correcting the deficiencies to the satisfaction of FHWA. The parties agree such suspension is DOT&PF's sole remedy for the BOROUGH's failure to meet its maintenance obligations.

**d. Maintenance during winter shutdown.**

Where applicable, if a winter shutdown is required prior to achieving Substantial Completion, the BOROUGH will assume responsibility for, and will undertake, all reasonable and necessary winter maintenance with respect to the PROJECT.

- i. Prior to accepting winter maintenance responsibilities, the BOROUGH will perform an inspection to identify any areas where there is risk of damage to completed aspects of the PROJECT based upon the types of equipment it will utilize for snow and ice removal. DOT&PF and/or its contractor will either perform corrective work to correct the identified hazards to the satisfaction of the BOROUGH or accept the risk that damage may result in those areas notwithstanding the exercise of reasonable care by the BOROUGH or its winter maintenance contractor(s).
  - ii. This provision does not relieve the BOROUGH and its contractor(s) from responsibility for damage to the PROJECT resulting from the negligence, gross negligence or intentional misconduct occurring in connection with winter maintenance activities.
- e. At completion of the PROJECT, the BOROUGH agrees to assume ownership and maintenance of Seldon Road, from Wasilla-Fishhook to Schrock Road, and Davis Road, from Fairview Loop Road to Jenks Drive.
- f. The BOROUGH shall perform its maintenance and operation obligations under this Agreement at its sole cost and expense without reimbursement from the other party.

#### **4. MATCH OBLIGATIONS**

- a. The BOROUGH's sole financial participation in the planning, design, and construction of the PROJECT is the Local Match contribution as stated in the nomination package and as formalized in this Agreement.
- b. BOROUGH agrees to provide the minimum federal-aid match commitment of 9.03% and a supplemental contribution more than the minimum required federal-aid match commitment, which will provide a total Local Match contribution not less than 10.03% of the DOT&PF engineer's estimate.

- c. Prior to initiation of each phase of the PROJECT, and as a condition precedent to the obligation of Federal-aid highway funding, the BOROUGH must transfer the Local Match funding for the estimated cost of that phase.
- d. The BOROUGH's funding responsibility includes 50% contingency for the pre-construction phases (Design, Environmental, and Right of Way) and 15% contingency for construction phases (Utilities and Construction). Current PROJECT total estimate and Local Match responsibilities, including contingency, are included in Attachment D. If cost estimates change, Attachment D shall be updated. Local Match percentage is expected to remain the same unless a match waiver is approved by the DOT&PF Commissioner.
- e. The BOROUGH is aware that any PROJECT cost increases between the date of the CTP Award and programming of the PROJECT for design and construction that impact the overall amount of match required shall be added into the total Local Match contribution obligation, within the limits described above in paragraph 4(b).
- f. DOT&PF agrees to track costs associated with the PROJECT for the preliminary engineering, right-of-way, and construction phases so the total Local Match contribution obligation is verifiable.
- g. CTP Projects (Construction Phase) will be removed from the final STIP if Local Match contribution commitments in their entirety for active phases are not received by the DOT&PF and will remain un-programmed until receipt of funds.
- h. The BOROUGH shall 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. The BOROUGH shall assist the DOT&PF as necessary during the PROJECT related administrative or civil proceedings and shall have the right to actively participate in the control of the litigation, including participating in strategy and settlement discussions, if it elects to do so.
- i. In the event the cost of the PROJECT, and the BOROUGH's corresponding Local Match contribution, is less than paid by the BOROUGH, the DOT&PF will refund the BOROUGH its pro-rated portion not utilized within 30 days.

## **5. LACK OF FUNDING**

- a. Any withdrawal or inability of the BOROUGH to provide the minimum Local Match contribution shall result in the project not advancing.

## **6. TITLE TRANSFER**

- a. Any right of way acquired for the PROJECT will be transferred to the BOROUGH. At completion of the PROJECT, the DOT&PF will transfer title of Seldon Road, from Wasilla-Fishhook to Schrock Road, and Davis Road, from Fairview Loop Road to Jenks Drive to the BOROUGH.

## **7. INCORPORATION CLAUSE**

- a. 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 Agreement by the BOROUGH. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- b. This obligation includes, but is not limited to, compliance with Federal and State uniform relocation assistance and real property acquisition policies; compliance with provisions of the Federal-Aid Policy Guide (“FAPG”); and compliance with the requirements of Title 23 of the United States Code and related implementing regulations, as set forth in the Code of Federal Regulations.

## **8. INDEMNIFICATION**

- a. To the maximum extent allowed by law, the BOROUGH shall indemnify, defend, and hold DOT&PF, its officers, employees, and agents (collectively the “Indemnified Parties”) harmless from all liability, claims, cause of action, and costs (including attorney’s fees) arising out of the Borough’s maintenance and operation obligations under this Agreement.
- b. To the maximum extent allowed by law, the DOT&PF shall indemnify, defend, and hold the BOROUGH, its officers, employees, and agents (collectively the “Indemnified Parties”) harmless from all liability, claims, causes of action, and costs (including attorney’s fees) arising out of its planning, design, and construction obligations under this Agreement.

## **9. EACH PARTY IS AN INDEPENDENT CONTRACTOR**

- a. 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, or commitments of any kind, or 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.

## **10. CANCELLATION REMEDIES**

- a. If the BOROUGH is the primary cause of the cancellation of any professional services, consultant or 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 FHWA 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 the FHWA, amounts the FHWA 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. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of the DOT&PF or the BOROUGH, the parties shall meet in good faith to negotiate a fair and equitable allocation of responsibility for those costs not accepted for reimbursement by the FHWA, amounts the FHWA 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.
- d. The foregoing remedies are in addition to any other remedies referenced in this Agreement, and do not bar or limit the parties from resorting to any other remedy available at law or equity.

## **11. MISCELLANEOUS PROVISIONS**

### **a. Amendment or modification of Agreement**

This Agreement may only be modified or amended by written agreement signed by the authorized representatives for both Parties.

### **b. The Whole Agreement**

This Agreement 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 Agreement. The Parties may not amend this Agreement unless agreed to in writing with both Parties signing through their authorized representatives.

**c. Assignment**

Without the written consent of the DOT&PF, this Agreement is not assignable by the BOROUGH, either in whole or in part.

**d. Third Parties and Responsibilities for Claims**

Nothing in this Agreement 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 Agreement, 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 Agreement 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**

The BOROUGH and DOT&PF agree to provide reasonable access to the PROJECT and to relevant project records, to any authorized representatives of the DOT&PF, BOROUGH or U.S. Government. The parties agree to cooperate in good faith with inquiries and requests for information relating to the PROJECT or its obligations under this Agreement.

**f. Necessary Approvals**

In the event that any ordinance, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the BOROUGH to enter into this Agreement or to undertake the PROJECT, or to observe, assume or carry out any of the provisions of the Agreement, the BOROUGH will initiate, as provided by law, all actions necessary with respect to any such matters so requisite.

**g. Joint Drafting**

This Agreement 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

Agreement shall not be construed for or against either party.

**h. 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.

**12. CONTACTS**

- a. The DOTPF's contact is Chris Bentz ([chris.bentz@alaska.gov](mailto:chris.bentz@alaska.gov)); 907-707-1912, Project Manager for Central Region, or as may be re-designated in writing from time to time.
- b. The BOROUGH's contact is Brad Sworts ([brad.sworts@matsugov.us](mailto:brad.sworts@matsugov.us)); 907-861-7715, Pre-Design and Engineering Division Manager, or as may be re-designated in writing from time to time.

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

STATE OF ALASKA,  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sean Holland  
Regional Director, Central Region

MATANUSKA-SUSITNA BOROUGH

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mike Brown  
Borough Manager

**Attachments:**

- Attachment A – DOT&PF CTP & TAP Award Letter – Mat-Su BOROUGH, April 8, 2024
- Attachment B – Mat-Su BOROUGH Assembly IM No. 23-059 & Resolution Serial No. 23-027
- Attachment C – STIP Amendment 2 Project Deep Dive
- Attachment D – Scope, Schedule, & Estimate

**Attachment A** – DOT&PF CTP & TAP Award Letter – Mat-Su Borough (4 pages, will insert when document is turned into a PDF)

DRAFT



**Attachment B** – Mat-Su Borough Assembly IM No. 23-059 & Resolution Serial No. 23-027 (4 pages, will insert when document is turned into a PDF)

DRAFT

**Attachment C** – STIP Amendment 2 Project Deep Dive (1 page, will insert when document is turned into a PDF)

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Attachment D

Seldon Road Reconstruction: Wasilla Fishhook Road to Lucille Street (CTP 2023)

**Scope, Schedule, & Estimate (SSE)**

**SCOPE:**

Upgrade Seldon Road, between Wasilla Fishhook and Lucille Street, to an arterial highway standard, with a separate pathway to address geometry, safety, and capacity issues. State Transportation Improvement Program No. 34243 (Parent) & 34242 (Child).

**STIP SCHEDULE from STIP 2024-2027 Amendment 2 as published 7/14/2025:**

Phase	Phase Description	FFY25	FFY26	FFY27
2a	Design	\$3,190,000	\$0.00	\$0.00
2b	Design	\$0.00	\$1,367,500	\$0.00
3	Rights of Way	\$0.00	\$0.00	\$4,000,000
7	Utilities	\$0.00	\$0.00	\$0.00
4	Construction	\$0.00	\$0.00	\$0.00
	<b>SUBTOTALS</b>	\$3,190,000	\$1,367,500	\$4,000,000
			<b>TOTAL</b>	<b>\$8,557,500</b>

**Scope, Schedule & Estimate (SSE) from PEB Packets 12/20/2023:**

Phase	Project Funding	Local Match 10.03%	Contingency %	Contingency Amount	Contingency Match	Total Local Match
Design	\$4,557,500	\$457,117	50%	\$2,278,750	\$228,559	\$685,676
Right of Way	\$4,000,000	\$401,200	50%	\$2,000,000	\$200,600	\$601,800
Utilities	\$3,000,000	\$300,900	15%	\$450,000	\$45,135	\$346,035
Construction	\$18,230,000	\$1,828,469	15%	included	included	\$1,828,469
<b>TOTALS:</b>	<b>\$29,787,500</b>	<b>\$2,987,686</b>		<b>\$4,728,750</b>	<b>\$474,294</b>	<b>\$3,461,980</b>

Total Local Match Required: \$3,461,980.00 (from Scope, Schedule, Estimate)

Local Match Paid to Date: \$0.00

Match to be paid by BOROUGH: \$3,461,980

At the time of this agreement the DOT&PF Scope, Schedule, & Estimate (SSE) (attachment D) is the updated engineers' estimate and is used as the estimate of record for this agreement.

Funding is subject to change. BOROUGH and the DOT&PF may amend this agreement by mutual consent.

DRAFT

# Memorandum of Agreement

Between the State of Alaska  
Department of Transportation and Public Facilities  
and the Matanuska-Susitna BOROUGH  
and the CITY of Palmer

Regarding Maintenance and Match Requirements for Transportation Alternatives Program  
Project Award: **Inner and Outer Springer Loop Separated Pathway (TAP Award 2023)**

The parties to this Agreement (hereafter Agreement) are the State of Alaska acting through its Department of Transportation and Public Facilities (hereafter DOT&PF), the Matanuska-Susitna BOROUGH (hereafter BOROUGH), a second-class BOROUGH established under Alaska law, and the CITY of Palmer (hereafter CITY).

WHEREAS, the Federal Highway Administration (hereafter FHWA) distributes Federal-aid Highway Program funds to DOT&PF; and

WHEREAS, DOT&PF oversees decisions regarding the selection of projects for funding and are responsible for ensuring Federal requirements are met, including those for funds eligibility; and

WHEREAS, the BOROUGH, in partnership with the CITY, submitted a nomination for the Inner-Outer Springer Loop Separated Pathway (hereafter the PROJECT) during the open call for nominations for the Transportation Alternative Program (TAP); and

WHEREAS, the PROJECT was awarded TAP funds contingent on fulfillment of several stipulations including maintenance and match contributions; and

WHEREAS, the PROJECT has been programmed into the 2024-2027 Statewide Transportation Improvement Plan (STIP ID 34251); and

WHEREAS, the PROJECT is within the CITY right-of-way and improvements will be owned by the CITY; and

WHEREAS, the PROJECT will serve the public interest and enhance the quality of life for the residents of, and visitors to, the BOROUGH and the CITY; and

WHEREAS, the CITY agrees to maintain PROJECT improvements in a way that will maximize service life; and

WHEREAS, DOT&PF Policy and Procedure Number 09.01.040 Local Match for CIP (effective 7/01/2005) establishes that local contributions of matching funds shall be required for surface transportation projects that serve local interests; and

WHEREAS, the BOROUGH, as part of the project nomination process, proposed to provide the minimum federal-aid match commitment of 9.03% and a supplemental contribution at least 1% more than the minimum required federal-aid match commitment, which will provide a total Local Match contribution not less than 10.03% of the DOT&PF engineer's estimate; and

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WHEREAS, the DOT&PF in its TAP Award Letter (Attachment A) identified the required match requirements for the PROJECT; and

WHEREAS, Alaska Statute 19.05.040 provides that DOT&PF may enter into agreements with Local Governments relating to highways; and

WHEREAS, Alaska Statute 19.20.060 authorizes DOT&PF, the BOROUGH, and the CITY to enter into agreements for establishing, maintaining, and regulating use of public ways within their respective jurisdictions; and

WHEREAS, 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; and

WHEREAS, this Agreement must be executed prior to advancing PROJECT design as mandated in the DOT&PF Highway Preconstruction Manual; and

WHEREAS, the parties hereto wish to memorialize within this Agreement their specific obligations regarding the Maintenance and Match requirements for the PROJECT.

IT IS THEREFORE AGREED by the Parties, in consideration of the mutual promises contained in this Agreement, to provide planning, design, construction, and maintenance for the PROJECT as set forth below:

## **1. SCOPE OF WORK**

- a. This PROJECT will construct a paved non-motorized pathway to create non-motorized connectivity following the DOT&PF owned Inner Springer Loop Road and Outer Springer Loop Road corridor, extending from the Glenn Highway to Cope Industrial Way (hereinafter improvement). The pathway will be constructed in an old rail corridor owned by the CITY that runs in a parallel alignment to Inner Springer Road and Outer Springer Road from the Glenn Highway to Cope Industrial Way.
- b. The scope of the improvements for the PROJECT being implemented under this agreement shall be depicted within the drawings for the PROJECT. After the project is completed, the final as-builts will document the full scope of this agreement.

## **2. PLANNING, DESIGN, AND CONSTRUCTION**

- a. Within the limits of the approved funding, the DOT&PF shall fund, plan, design, and construct the PROJECT as per current state and federal standards in the Alaska Preconstruction Manual. It will provide all labor, material, and equipment

necessary to construct the PROJECT according to the provisions in the PROJECT documents and plans.

- b. Project phases are categorized as Design (Preliminary Engineering) Phase 2, Right-of-Way Phase 3, Construction Phase 4 and Utilities Phase 7. Each phase must receive authority to proceed (ATP) from the FHWA before work may proceed.
- c. The BOROUGH and CITY shall be provided with an opportunity to participate in all phases of development, including status meetings and design reviews. The BOROUGH, CITY, and DOT&PF will work together to resolve needs for funding or scope adjustments. In the event of disagreement relating to issues impacting project delivery, all agencies agree to make every effort to be partners through the project and to resolve disagreements at the lowest level possible. In the event of disagreement, elevation process will be as follows:

**Level 1: DOT&PF Project Manager and BOROUGH Project Manager ADD CITY REP**

**Level 2: DOT&PF Preconstruction Engineer and BOROUGH Project Management Division Manager ADD CITY REP**

**Level 3: DOT&PF Regional Director and BOROUGH Public Works Director ADD CITY REP**

- d. DOT&PF Responsibilities
  - i. Ensure FHWA funds used for the PROJECT are expended in accordance with Federal and State laws and regulations.
  - ii. Plan, design, and construct the PROJECT.
  - iii. Acquire all necessary rights of way.
  - iv. Acquire all permits necessary for the PROJECT.
  - v. Include the PROJECT in the STIP and update STIP, as necessary.
  - vi. Include the PROJECT in the State capital budgeting process, contingent on the BOROUGH fulfilling its funding obligations contained herein and obtain Legislative Authority to spend the funding.
  - vii. Obtain NEPA documentation as needed and keep an interested parties list along with a public involvement summary.
  - viii. Develop all Requests for Proposals (“RFPs”) needed to solicit professional services for PROJECT development. The written Statement of Services and Price Estimate shall be submitted to the BOROUGH for comment prior to advertising. A BOROUGH and a CITY representative is invited to be included on all proposal evaluation committees.
  - ix. Design engineering, environmental services and construction management may be completed by DOT&PF personnel.
  - x. Execute and manage any professional service agreements, as necessary.
  - xi. Charge staff time and expenses to the PROJECT.

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- xii. Include the BOROUGH and CITY in all review assembly distributions.
- xiii. Deduct the appropriate rate of ICAP to the PROJECT to cover DOT&PF indirect expenses. The current ICAP rate for a FHWA project is 5.37% of the total PROJECT cost.
- xiv. DOT&PF will share cost estimates at milestone reviews and at construction. DOT&PF will update the BOROUGH and CITY on significant cost changes during construction.

e. BOROUGH Responsibilities

- i. Establish a single point of contact with sufficient authority and responsibility to communicate to DOT&PF on all decisions or notifications required by this Agreement.
- ii. Participate with DOT&PF on all decisions required by this Agreement.
- iii. Participate with DOT&PF during the Substantial Completion inspection to ensure the PROJECT is built in substantial conformance with the approved contract documents.

f. CITY Responsibilities

- i. Establish a single point of contact with sufficient authority and responsibility to communicate to DOT&PF on all decisions or notifications required by this Agreement.
- ii. Participate with DOT&PF on all decisions required by this Agreement.
- iii. Participate with DOT&PF during the Substantial Completion inspection to ensure the PROJECT is built in substantial conformance with the approved contract documents.

### **3. CITY OF PALMER MAINTENANCE AND OPERATIONS**

- a. The CITY at its sole cost and expense agrees to maintain and operate the PROJECT consistent with 23 CFR § 1.27 and the DOT&PF's 2014 Alaska Highway Maintenance and Operations Handbook, commencing upon Substantial Completion of the PROJECT and until the next DOT&PF capital improvement of the PROJECT,
  - i. "Substantial Completion" means a formal Letter of Substantial Completion issued by DOT&PF Construction Division. This letter is issued at the time at which the PROJECT or a portion of the PROJECT (a) can be safely and effectively used by the public without further delays, disruption, or other impediments, and (b) pavement structure, shoulder, drainage, sidewalk, pathway, permanent signing and marking, guardrail and other traffic barrier safety appurtenances, utilities, and lighting work is complete.



- ii. The CITY may choose to designate the PROJECT maintenance priority at a higher or lower priority level than DOT&PF's maintenance priority of Inner and Outer Springer Loop Roads, including winter maintenance.
- b. The CITY may enter contracts with third parties to accomplish these responsibilities, including temporary, seasonal, or permanent alterations or improvements, at the discretion of the CITY.
- c. **Sole remedy for the CITY's failure to meet its maintenance obligation.**  
In the event DOT&PF and/or FHWA give notice that the CITY is failing to properly maintain the PROJECT improvements, the CITY will correct the identified deficiencies within 60 days of the date of that notice. Failure by the CITY to do so will result in DOT&PF suspending all future federally-funded improvements to roads controlled by the CITY until: (1) all maintenance deficiencies are corrected by the CITY; and (2) the CITY brings current all past-due payments, and/or reimburse DOT&PF for costs it incurred (if any) in correcting the deficiencies to the satisfaction of FHWA. The parties agree such suspension is DOT&PF's sole remedy for the CITY's failure to meet its maintenance obligations.
- d. **Maintenance during winter shutdown.**  
Where applicable, if a winter shutdown is required prior to achieving Substantial Completion, the CITY will assume responsibility for, and will undertake, all reasonable and necessary winter maintenance with respect to the PROJECT.
  - i. Prior to accepting winter maintenance responsibilities, the CITY will perform an inspection to identify any areas where there is risk of damage to completed aspects of the PROJECT based upon the types of equipment it will utilize for snow and ice removal. DOT&PF and/or its contractor will either perform corrective work to correct the identified hazards to the satisfaction of the CITY or accept the risk that damage may result in those areas notwithstanding the exercise of reasonable care by the CITY or its winter maintenance contractor(s).
  - ii. This provision does not relieve the CITY and its contractor(s) from responsibility for damage to the PROJECT resulting from the negligence, gross negligence or intentional misconduct occurring in connection with winter maintenance activities.
- e. The CITY shall perform its maintenance and operation obligations under this Agreement at its sole cost and expense without reimbursement from the other parties.

#### 4. BOROUGH MATCH OBLIGATIONS

- a. The BOROUGH's sole financial participation in the planning, design, and construction of the PROJECT is the Local Match contribution as stated in the nomination package and as formalized in this Agreement.
- b. BOROUGH agrees to provide the minimum federal-aid match commitment of 9.03% and a supplemental contribution more than the minimum required federal-aid match commitment, which will provide a total Local Match contribution not less than 10.03% of the DOT&PF engineer's estimate.
- c. Prior to initiation of each phase of the PROJECT, and as a condition precedent to the obligation of Federal-aid highway funding, the BOROUGH must transfer the Local Match funding for the estimated cost of that phase.
- d. The BOROUGH's funding responsibility includes 50% contingency for the pre-construction phases (Design, Environmental, and Right of Way) and 15% contingency for construction phases (Utilities and Construction). Current PROJECT total estimate and Local Match responsibilities, including contingency, are included in Attachment D. If cost estimates change, Attachment D shall be updated. Local Match percentage is expected to remain the same unless a match waiver is approved by the DOT&PF Commissioner.
- e. The BOROUGH is aware that any PROJECT cost increases between the date of the TAP Award and programming of the PROJECT for design and construction that impact the overall amount of match required shall be added into the total Local Match contribution obligation, within the limits described above in paragraph 4(b).
- f. DOT&PF agrees to track costs associated with the PROJECT for the preliminary engineering, right-of-way, and construction phases so the total Local Match contribution obligation is verifiable.
- g. TAP Projects (Construction Phase) will be removed from the final STIP if Local Match contribution commitments in their entirety for active phases are not received by the DOT&PF and will remain un-programmed until receipt of funds.
- h. The BOROUGH shall 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. The BOROUGH and the CITY shall assist the DOT&PF as necessary during the PROJECT related administrative or civil proceedings and shall have the right to actively participate in the control of the litigation, including participating in strategy and settlement discussions, if it

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elects to do so.

- i. In the event the cost of the PROJECT, and the BOROUGH's corresponding Local Match contribution, is less than paid by the BOROUGH, the DOT&PF will refund the BOROUGH its pro-rated portion not utilized within 30 days.

## **5. LACK OF FUNDING**

- a. Any withdrawal or inability of the BOROUGH to provide the minimum Local Match contribution shall result in the project not advancing. The CITY will have the opportunity to take over the Match contribution from the BOROUGH to enable the project to continue, should the BOROUGH withdraw or be unable to provide Match.

## **6. TITLE TRANSFER**

- a. There will not be title transfer of any portions of this project.

## **7. INCORPORATION CLAUSE**

- a. The BOROUGH and the CITY 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 Agreement by the BOROUGH or the CITY. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- b. This obligation includes, but is not limited to, compliance with Federal and State uniform relocation assistance and real property acquisition policies; compliance with provisions of the Federal-Aid Policy Guide ("FAPG"); and compliance with the requirements of Title 23 of the United States Code and related implementing regulations, as set forth in the Code of Federal Regulations.

## **8. INDEMNIFICATION**

- a. To the maximum extent allowed by law, the BOROUGH and the CITY shall indemnify, defend, and hold DOT&PF, its officers, employees, and agents (collectively the "Indemnified Parties") harmless from all liability, claims, cause of action, and costs (including attorney's fees) arising out of the CITY's maintenance and operation obligations under this Agreement.

- b. To the maximum extent allowed by law, the DOT&PF shall indemnify, defend, and hold the BOROUGH and the CITY, its officers, employees, and agents (collectively the “Indemnified Parties”) harmless from all liability, claims, causes of action, and costs (including attorney’s fees) arising out of its planning, design, and construction obligations under this Agreement.

## **9. EACH PARTY IS AN INDEPENDENT CONTRACTOR**

- a. 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, or commitments of any kind, or 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.

## **10. CANCELLATION REMEDIES**

- a. If the BOROUGH or the CITY is the primary cause of the cancellation of any professional services, consultant or construction contracts entered into by the DOT&PF, the BOROUGH or the CITY shall be responsible for those costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to be reimbursed for, and any other costs or expenses incurred by the BOROUGH, the CITY, 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 the FHWA, amounts the FHWA expects to be reimbursed for, and any other costs or expenses incurred by the BOROUGH, the CITY, or the DOT&PF in the PROJECT to the date of cancellation or related to finalizing cancellation and PROJECT termination.
- c. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of the DOT&PF, the CITY, or the BOROUGH, the parties shall meet in good faith to negotiate a fair and equitable allocation of responsibility for those costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to be reimbursed for, and any other costs or expenses incurred by the BOROUGH, the CITY or the DOT&PF in the PROJECT to the date of cancellation or related to finalizing cancellation and PROJECT termination.
- d. The foregoing remedies are in addition to any other remedies referenced in this Agreement, and do not bar or limit the parties from resorting to any other remedy available at law or equity.

## **11. MISCELLANEOUS PROVISIONS**

### **a. Amendment or modification of Agreement**

This Agreement may only be modified or amended by written agreement signed by the authorized representatives for both Parties.

### **b. The Whole Agreement**

This Agreement 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 Agreement. The Parties may not amend this Agreement unless agreed to in writing with both Parties signing through their authorized representatives.

### **c. Assignment**

Without the written consent of the DOT&PF, this Agreement is not assignable by the BOROUGH or the CITY, either in whole or in part.

### **d. Third Parties and Responsibilities for Claims**

Nothing in this Agreement 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 Agreement, 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 Agreement 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**

The BOROUGH and the CITY and DOT&PF agree to provide reasonable access to the PROJECT and to relevant project records, to any authorized representatives of the DOT&PF, BOROUGH, CITY or U.S. Government. The parties agree to cooperate in good faith with inquiries and requests for information relating to the PROJECT or its obligations under this Agreement.

### **f. Necessary Approvals**

In the event that any ordinance, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the BOROUGH or the CITY to enter into this Agreement or to undertake the PROJECT, or to observe, assume or carry out any of the provisions of the Agreement, the BOROUGH and the CITY will initiate, as provided by law, all actions necessary with respect to any such matters so requisite.

**g. Joint Drafting**

This Agreement 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 Agreement shall not be construed for or against either party.

**h. Third Party Beneficiary Status**

Neither the BOROUGH nor the CITY are 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.

## **12. CONTACTS**

- a. The DOTPF's contact is Jacob Dilley ([jacob.dilley@alaska.gov](mailto:jacob.dilley@alaska.gov)); 907-707-1922, Project Manager for Central Region, or as may be re-designated in writing from time to time.
- b. The BOROUGH's contact is Brad Sworts ([brad.sworts@matsugov.us](mailto:brad.sworts@matsugov.us)); 907-861-7715, Pre-Design and Engineering Division Manager, or as may be re-designated in writing from time to time.
- c. The CITY's contact is Jude Bilafer ([jbilafer@palmerak.org](mailto:jbilafer@palmerak.org)); 907-745-3400, Director of Public Works, or as may be re-designated in writing from time to time.

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

STATE OF ALASKA,  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Sean Holland  
Regional Director, Central Region

MATANUSKA-SUSITNA BOROUGH

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Mike Brown  
Borough Manager

CITY OF PALMER

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Steve Carrington  
City Mayor

**Attachments:**

- Attachment A – DOT&PF CTP & TAP Award Letter – Mat-Su BOROUGH, April 8, 2024
- Attachment B – Mat-Su BOROUGH Assembly IM No. 23-059 & Resolution Serial No. 23-027
- Attachment C – STIP Amendment 2 Project Details
- Attachment D – Scope, Schedule, & Estimate

**Attachment A** – DOT&PF CTP & TAP Award Letter – Mat-Su Borough (4 pages, will insert when document is turned into a PDF)

DRAFT



**Attachment B** – Mat-Su Borough Assembly IM No. 23-059 & Resolution Serial No. 23-027 (4 pages, will insert when document is turned into a PDF)

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**Attachment C** – STIP Amendment 2 Project Deep Dive (1 page, will insert when document is turned into a PDF)

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Attachment D

Inner-Outer Springer Loop Separated Pathway (TAP 2023)

**Scope, Schedule, & Estimate (SSE)**

**SCOPE:**

Construct a paved non-motorized pathway adjacent to Palmer-Fishhook Road, extending from Trunk Road to Edgerton Parks Road. This project will include interpretive features/signs to showcase cultural and geographic features. State Transportation Improvement Program No. 34251.

**STIP SCHEDULE from STIP 2024-2027 Amendment 2 as published 7/14/2025:**

Phase	Phase Description	FFY25	FFY26	FFY27
2a	Design	\$400,000	\$0.00	\$0.00
2b	Design	\$0.00	\$300,000	\$0.00
3	Rights of Way	\$0.00	\$0.00	\$0.00
7	Utilities	\$0.00	\$0.00	\$0.00
4	Construction	\$0.00	\$0.00	\$1,370,000
	<b>SUBTOTALS</b>	\$400,000	\$300,000	\$1,370,000
			<b>TOTAL</b>	<b>\$2,070,000</b>

**Scope, Schedule, & Estimate (SSE) from PEB packet 12/20/2023:**

Phase	Project Funding	Local Match 10.03%	Contingency %	Contingency Amount	Contingency Match	Total Local Match
Design	\$700,000	\$70,210	50%	\$350,000	\$35,105	\$105,315
Right of Way	\$0.00	\$0.00	50%	\$0.00	\$0.00	\$0.00
Utilities	\$0.00	\$0.00	15%	\$0.00	\$0.00	\$0.00
Construction	\$1,370,000	\$137,441	15%	included	included	\$137,441
<b>TOTALS:</b>	<b>\$2,070,000</b>	<b>\$207,651</b>		<b>\$350,000</b>	<b>\$35,105</b>	<b>\$242,756</b>

Total Local Match Required: \$242,756.00 (from SSE)

Local Match Paid to Date: \$0.00

Match to be paid by BOROUGH: \$242,756.00

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At the time of this agreement the DOT&PF Scope, Schedule & Estimate (SSE) (attachment D) is the updated engineers' estimate and is used as the estimate of record for this agreement. Funding is subject to change. The BOROUGH and the CITY and the DOT&PF may amend this agreement by mutual consent.

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