

**SUBJECT:** APPROVAL OF A RESOLUTION AMENDING THE SCOPE OF WORK TO INCLUDE THE CONSTRUCTION OF A FLOATING BOAT DOCK FOR THE LAKE LOUISE MSB RECREATION SITE UPGRADES, PROJECT NO. 15019, FUND 440.

**AGENDA OF:** February 18, 2020

**Assembly Action:**

2.18-2020 Approved under the consent agenda. KBJ

**MANAGER RECOMMENDATION:** Present to the Assembly for consideration.

**APPROVED BY JOHN MOOSEY, BOROUGH MANAGER:** \_\_\_\_\_

Route To:	Department/Individual	Initials	Remarks
	Originator	RW 2/4/2020	
	Capital Projects Director	JP 2/7/2020	
	Community Development Director	CP 2/5/2020	
	Finance Director	OX	
	Borough Attorney	RE	
	Borough Clerk	SM 2/10/20	

**ATTACHMENT(S) :** Fiscal Note: YES \_\_\_\_\_ NO X  
Resolution Serial No. 20-015 (6pp)  
Email from Alaska Dept of Fish & Game (1pp)

**SUMMARY STATEMENT:** In 2017, the Borough identified required safety upgrades and repairs to address hazards relating to the boat launch ramp and parking area at the public boat launch located at the end of Lake Louise Road. The Lake Louise recreational boat launch is located in a popular area that gets tremendous use throughout the year, especially during the summer months.

Dropping water levels and erosion on Lake Louise created a dangerous drop off on the ramp. Patrons of the lake were required to off-load their boats further out into the lake due to the lower water levels causing trailer wheels to drop into the eroded area. Extending the end of the boat ramp would help alleviate this hazard.

Additionally, the existing parking areas were inadequate for the level of use received throughout the year. Parking, pedestrian traffic, offloading snow machines and launching boats competed for limited space. An upgrade and expansion of the parking area was necessary to alleviate congestion and safety concerns.

The Borough Assembly understood the repairs and upgrade to the boat launch and day use area were critical and needed addressing. Funding resources were secured through the local communities; MSB Land Management; Mat-Su Trails & Parks Foundation; and the U.S. Fish & Wildlife through the State of Alaska Department of Fish & Game.

On June 6, 2017, the Assembly adopted Resolution Serial No. 17-044, approving the scope of work and budget for the repairs and upgrades to the Lake Louise boat launch and day use area.

On May 24, 2018, the MSB contracted with Western Construction & Equipment, LLC, Bid No. 18-090B for the Lake Louise Boat Launch & Parking Improvements.

Due to the unforeseen high water table throughout spring and summer of 2018, the project was temporarily put on hold in anticipation of the water receding. Further discussions about the delay and availability of the boat launch during the busy summer season led to the determination to cancel the contract Bid No. 18-090B, resulting in Western Construction's final contract amount of \$16,818.65 for associated material costs. The project was revised; and a new contract was re-bid; and the materials purchased were made available for when a new contractor was hired.

On February 27, 2019, the Borough entered into a Cooperative Agreement, No. 19-056 with the Alaska Department of Fish & Game, Division of Wildlife Conservation for the "Lake Louise MSB Lake Access Site Upgrades" involving the upgrade and repair of the boat ramp and parking area.

On May 21, 2019, in AM 19-042, the Assembly awarded Bid 19-077B to Dirtworks, Inc. for the construction of the Lake Louise Boat Launch, with a final contract completion date of August 7, 2019.

According to the contract, the contractor will provide labor, equipment and materials to replace the existing Lake Louise boat ramp and upgrade, expand, pave and stripe the parking lot. A single vaulted toilet is also included in the improvements at the Lake Louise boat launch area.

During the course of the parking lot expansion, frozen soils (permafrost) were discovered between the ground surface down to as deep as 25 ft. The engineering consultant's report provided

recommendations to mitigate these geotechnical findings. Recommendations included a plan of action that requires intermittent work through the end of the 2019 season and extending into fall 2020 so the permafrost can thaw and the area be developed.

On August 20, 2019, in AM 19-087, the Assembly approved the extension of the construction contract to Dirtworks, Inc. Bid No. 19-077B to August 9, 2020.

A portion of the construction of this boat launch is funded through an award from the United States Fish & Wildlife Service, passed through the Alaska State Department of Fish and Game. On Friday, January 24, 2020, the Capital Projects Department received notification through an email (see attachment) from the Alaska State Department of Fish and Game of the approval from the U.S. Fish and Wildlife Services to include a separate floating boat dock.

Funds are available and additional funds will not be required.

**RECOMMENDATION OF ADMINISTRATION: The Administration respectfully requests Assembly approval of a resolution amending the scope of work to include the construction of a floating boat dock for the Lake Louise MSB Recreation Site Upgrades, Project No. 15019, Fund 440.**



Alaska Department of Fish and Game  
Division of Administrative Services  
P.O. Box 115526  
Juneau, AK 99811-5526

Cooperative Agreement Number 19-056  
Title: Lake Louise MSB Recreation Site Upgrades

Between:

Alaska Department of Fish and Game  
Division of Wildlife Conservation  
and  
Matanuska-Susitna Borough  
DUNS: 081482960

**I. AUTHORITY:**

This agreement is entered into by and between the Alaska Department of Fish and Game, Division of Wildlife Conservation (hereinafter referred to as the "ADF&G" or the "Department") and the Matanuska-Susitna Borough, (hereafter referred to as "MSB").

ADF&G enters into this agreement under authority AS16.05.050(12), AS 36.30.850(c)

**II. PURPOSE OF THE AGREEMENT:**

This cooperative agreement is a subaward of prime award number F18AF00877 to ADF&G from the United States Fish and Wildlife Service, CFDA number 15.611(Wildlife Restoration and Basic Hunter Education). This agreement will implement federal aid project AKW-D-1-2019, "Lake Louise MSB Lake Access Site Upgrades" which involves the upgrade and repair of the boat ramp and parking area due to changes in lake level, normal wear and tear, and increased recreational use. Operations and maintenance of the site will be conducted by the MSB. A copy of the approved federal aid project statement will be provided to the MSB for reference.

**III. TERM OF THE AGREEMENT:**

The effective date of this agreement shall be from the date of final signature. The design life of this boat ramp and parking area is 20 years, therefore, this agreement shall remain in effect until October 31, 2038.

**IV. PROJECT POINTS OF CONTACT:**

Matanuska-Susitna Borough  
*Principal Investigator:*  
Mike Campfield, P.E.  
Project Manager  
Matanuska-Susitna Borough

ADF&G  
*Principal Investigator:*  
Mark Fink  
Division of Wildlife Conservation  
333 Raspberry Road, Anchorage, AK, 99518

*1M 20-040*  
*RS 20-015*



350 E. Dahlia Avenue  
Palmer, AK 99645  
Ph: (907)-861-7719  
Email: [mike.campfield@matsugov.us](mailto:mike.campfield@matsugov.us)

Ph: (907) 267-2338  
Email: [Mark.Fink@alaska.gov](mailto:Mark.Fink@alaska.gov)

*Financial Point of Contact:*  
Cindy Corey, PM&E Specialist  
Matanuska-Susitna Borough  
350 E. Dahlia Avenue  
Palmer, AK 99645  
Ph: (907)-861-7719  
Email: [cindy.corey@matsugov.us](mailto:cindy.corey@matsugov.us)

*Financial Point of Contact:*  
Jeff Hoover  
Division of Wildlife Conservation  
PO Box 115526  
Juneau, AK 99811-5526  
Ph: (907) 465-6194  
Email: [jeff.hoover@alaska.gov](mailto:jeff.hoover@alaska.gov)

**V. COVENANTS OF THE ALASKA DEPARTMENT OF FISH AND GAME:**

1. To contribute federal funds in the amount of \$646,500.00 (i.e., 75% of total cost) for the renovations, repairs, and improvements of the Lake Louise recreations site. The source of funding shall consist of 100% Federal Aid in Wildlife Restoration Act (Pittman-Robertson Act). Availability of these funds shall be subject to approval of the project by the Federal Aid Office of the U.S. Fish and Wildlife Service (USF&WS).
2. To perform a final inspection of the completed project to verify compliance with this agreement.
3. To periodically inspect the Lake Louise recreation site during and after renovations, repairs, and improvements to verify compliance with this agreement.
4. To allow MSB to manage and maintain the upgraded recreation site and boat launch for the useful life of the project or 20 years after the completion of the project.

**VI. COVENANTS OF THE MATANUSKA-SUSITNA BOROUGH:**

1. The MSB warrants that it has the right, power, and authorization from the Alaska Department of Transportation and Public Facilities, manager of the parcel, to construct the improvements on the access site. The access site shall be used exclusively for a boat launch and parking area for vehicles with boat trailers and other improvements incidental to this project.
2. To contribute \$215,500.00 (i.e., 25% of total cost) for the renovations, repairs, and improvements of the Lake Louise recreation site. The source of these matching funds shall consist of 100% non-federally associated dollars.
3. Respond to ADF&G in the timely development of documents, including periodic progress reports.
4. To obtain and comply with all federal, state and local permits required for construction and maintenance of the renovation project.
5. To install a sign identifying the participation of ADF&G, the Federal Aid in Wildlife Restoration program, and MSB. To install additional signage as deemed appropriate.
6. To maintain adequate insurance in conjunction with the design, construction and maintenance of the improvements.
7. To be responsible, for a period of one year from the date of ADF&G's final inspection, for correcting all defects in the design or construction when the defect is brought to the attention of the MSB, without additional cost to ADF&G. The MSB will make good and be fully responsible for all damages to persons and property that arise from equipment or workmanship which is inferior, defective, or not in accordance with the terms of this agreement.



8. To maintain the Lake Louise recreation site renovations, repairs, and improvements including the boat launch and parking area, for the useful life of the project or for 20 years after the completion of the project, in a manner that allows for safe, continual access by hunters and all other user groups.
9. ADF&G will consider the access site closed to the public if the MSB physically denies access, fails to provide adequate management or maintenance or allows incompatible uses of the access site that effectively limits public use by hunters, trappers and other recreational boaters.
10. That if the Lake Louise recreation site were to revert to a level of disrepair deemed unsafe or unusable by hunters, trappers, and other wildlife recreation user groups before the end of the useful life of the project, the MSB will refund the appropriate amount (i.e., pro-rated) of Federal Aid in Wildlife Restoration Act monies.
11. The MSB shall perform all aspects of the project in compliance with appropriate laws and regulations which include but are not limited to the following:

Historic Preservation- MSB shall comply with AS 41.35.070 to preserve historic, prehistoric and archeological resources threatened by public construction.

Public Contracts- MSB shall comply with AS 36.05 in determining the wages and hours of labor on public contracts.

Political Activity- Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs. Civil Rights- Pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title I, II & III of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972, no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded in whole or in part by federal funds.

Allowable costs/Cost principles- OMB 2 CFR 200 establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with state and local governments. A cost is allowable for federal reimbursement only to the extent of benefits received by federal programs, and costs must meet the basic guidelines for allowability, reasonableness and allocability.

Drug-free Workplace Act- MSB by signing this agreement, certifies that they will provide a drug-free workplace.

Audits- MSB acknowledges that 100% (\$646,500.00) of the funding for this agreement is from the Federal Aid office of the U.S. Fish and Wildlife Service under CFDA 15.611. The MSB acknowledges that receipt of federal funds may create audit requirements under OMB 2 CFR 200.

Workers Compensation Insurance- MSB shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.

Open Competition -MSB shall comply with Executive Order 13202 dated February 17, 2001 prohibiting any requirements or bidding preferences based on contractor affiliation with labor organizations.

12. If the MSB handles hazardous materials on the site, the MSB agrees to employ adequate procedures for safely storing, dispensing, and otherwise handling hazardous materials in accordance with applicable federal, state, and local laws. Hazardous materials include but are not limited to fuels and lubricants commonly used in vehicles and boats.



In the event of a hazardous materials spill by the MSB or the public using the site, the MSB shall act promptly, at its own expense, to contain the spill, repair any damage, absorb and clean up the spill area, and restore the site to a condition satisfactory to the ADF&G and in accordance with applicable federal, state, and local laws. The MSB shall be the lead agency in requesting additional funds from the legislature to cover the cost of spill clean-up. ADF&G shall support such requests.

If contamination of the site occurs as a result of the MSB's management of the site, the MSB shall indemnify, defend, and hold harmless the ADF&G from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

## VII. GENERAL PROVISIONS

1. ADF&G and the MSB shall cooperate in accomplishing the improvements to be provided under this agreement. The MSB shall be the lead agency in accomplishing all work necessary to make the improvements. The MSB may employ construction contractors as may be appropriate. The project shall be designed by a professional engineer registered in the State of Alaska unless exempt under AS 08.48.331.
2. The MSB shall provide a copy of final designs and the proposed construction schedule. The MSB shall also promptly notify ADF&G of all changes made to the schedule or designs. At the completion of the construction work, the MSB shall provide ADF&G a copy of the as-built plans. Reimbursement for construction work shall be contingent on ADF&G approval of work actually performed.
3. The MSB will be reimbursed only for the cost of work actually completed which is directly related and allocable to the project and which ADF&G has approved. The MSB will not be reimbursed for administrative work or overhead it incurred while completing the project. Reimbursement will be made within 30 days of receipt and approval, by ADF&G, of a request for reimbursement from the MSB. In the event of a late payment, ADF&G will not pay late fees.
4. The design life of the boat launch is 20 years; therefore, this agreement shall remain in effect until October 31, 2038.
5. Either agency may terminate its involvement in this agreement by written notice to the other at least 90 days in advance of the date on which termination is to become effective. In the event that an agency terminates its involvement in this agreement, defaults in its duties under this agreement or this agreement expires, disposition of the hunting and trapping access improvements shall be accomplished by whichever of the following contingencies is appropriate:
  - i. Agreement expires on October 31, 2038:

ADF&G shall have the option to negotiate an extension of this agreement with the MSB for the continued use of the facility for public hunting and trapping access. ADF&G shall have 90 days after the expiration of this agreement in which to notify the MSB of its intent to exercise this option. If ADF&G does not exercise this option, all improvements shall become the property of the MSB.

### ii. ADF&G terminates its involvement:

If prior to October 31, 2038, ADF&G finds that there is no longer a need for the hunting and trapping access improvements covered by this agreement, then this agreement shall be terminated. Improvements funded by ADF&G shall become the property of the MSB at no additional cost to the MSB.

### iii. The MSB terminates its involvement:



If prior to October 31, 2038, the MSB closes the facility to the public, does not comply with the requirements of this agreement or terminates its involvement in the purpose of this agreement, this agreement shall be terminated and the MSB shall reimburse ADF&G for the total funding it provided at the rate of 5 percent for each full year between the date of termination and October 31, 2038.

This agreement shall be terminated when the MSB's reimbursement to ADF&G is completed. The MSB shall not be required to reimburse ADF&G in the event the facility must be closed to protect public safety because of casualty or damage arising from a catastrophic occurrence.

6. The MSB may make improvements to the boat launch and parking area at its own expense provided the improvements are compatible with the purpose of this agreement and are approved in writing by ADF&G prior to construction.
7. Funding major maintenance or repair of casualty damage will be negotiated on a case-by-case basis. Each agency's share of funding shall be contingent on availability of funds.
8. The rights and responsibilities vested in each agency by this agreement shall not be assigned without the written consent of the other agency.
9. Nothing in this agreement shall obligate any party in the expenditure of funds, or for future payments of money, in excess of appropriations authorized by law.
10. Each party agrees that it will be responsible for its own acts and omissions including those of its officers, agents, and employees for damages to property or injury to persons occasioned by each party's own acts or omissions in connection with the terms of this agreement.
11. The MSB shall indemnify, hold harmless and defend ADF&G from and against any claim of, or liability for error, omission or negligent act of the MSB under this agreement. The MSB shall not be required to indemnify ADF&G for claim of, or liability for, the independent negligence of ADF&G. If there is a claim of, or liability for, the joint negligent error or omission of the MSB and the independent negligence of ADF&G, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "MSB" and "ADF&G" as used within this paragraph, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in ADF&G's selection, administration, monitoring or controlling of the MSB and in approving or accepting the MSB's work.
12. Both parties agree to comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.
13. Each party will comply with all applicable laws, regulations, and executive orders relative to Equal Employment Opportunity.
14. Nothing herein is intended to conflict with federal, state, or local laws or regulations. If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with conflicting laws or regulations.
15. Policy and position announcements relating specifically to this cooperative program may be made only by mutual consent of the agencies.
16. The effective date of this agreement shall be from the date of final signature by ADF&G.
17. The termination date of this agreement shall be October 31, 2038. However, either party may terminate its participation in this agreement by providing to the other party notice in writing 30 days in advance of the date on which its termination becomes effective.
18. MSB and any agents or employees act in an independent capacity and not as officers, employees, or agents of the State in performance under this agreement.
19. This agreement may be amended by mutual written consent of the parties, by the issuance of a written amendment, signed and dated by both parties.

#### VIII. FINANCIAL CONSIDERATIONS:



ADF&G will reimburse \$646,500.00 (75% of the total estimated project cost) to accomplish the purpose of this agreement. MSB will contribute \$215,500.00 (25% of total project cost) to the project to accomplish the purpose of this agreement.

The MSB will be reimbursed only for the cost of work actually completed which is directly related and allocable to the project and which ADF&G has approved. All requests for reimbursement shall be adequately documented. Documentation may include copies of materials invoices, payroll ledgers, equipment logs, contract payments, etc. In the event of a late payment, ADF&G will not pay late fees. Invoices shall be submitted directly to the ADF&G PI, Mark Fink on a quarterly basis, or more frequently if needed.

The MSB shall maintain a separate set of accounting records for this project and shall retain these records for a period of three years from the termination of the agreement. These records shall be made available to the state for audit purposes.

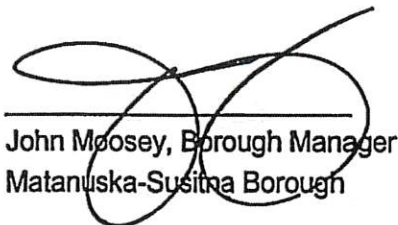
MSB agrees to comply with all applicable provisions of 2 CFR 200.306 "cost sharing or matching"

Quarterly, MSB will provide a summary spreadsheet to ADF&G PI, Mark Fink, detailing non-federal match expenditures by cost category from inception to date. Supporting documentation needs to be submitted in conjunction with the summary spreadsheet to support cost totals. Supporting documentation will include timesheets, receipts for supplies, contractual expenses, equipment, etc.

**IX. APPROVING SIGNATURES:**

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed as of the date of last ADF&G signature.

Matanuska-Susitna Borough

  
John Moosey, Borough Manager  
Matanuska-Susitna Borough

2.8.19  
Date

For the Alaska Department of Fish and Game

  
for Eddie Graser, Director  
Division of Wildlife Conservation

2/22/19  
Date

  
Samantha Galt, Director  
Division of Administration

2/27/19  
Date

## Bob Walden

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**From:** Sechrist, Katie A (DFG)  
**Sent:** Friday, January 24, 2020 3:24 PM  
**To:** Bob Walden  
**Subject:** Lake Louise PR Project: FWS approval of change in scope of work

Hi Bob, just wanted to let you know that we just received the approval from FWS for the change in the scope of work to include the floating dock. Have a good weekend.

Katie Sechrist  
Access Defense Program  
Alaska Department of Fish and Game  
Division of Wildlife Conservation  
333 Raspberry Road  
Anchorage, AK 99518  
P.907.267.2541

  
[www.hunteraccess.adfg.alaska.gov](http://www.hunteraccess.adfg.alaska.gov)

1M 20-040  
RS 20-015