

MEMORANDUM OF AGREEMENT (MOA)

Between the
Department of Transportation & Public Facilities
and the
City of Thorne Bay

Design and Construction Services for Davidson Landing Harbor Project

DOT&PF Project No. XXXX

This AGREEMENT is by and between the Alaska Department of Transportation and Public Facilities, hereinafter referred to as the Department, and the City of Thorne Bay hereinafter referred to as the City. The Department and the City enter into this agreement pursuant to AS 35.10.110 and AS 44.42 for the authorization of the Department to design and provide construction assistance for the Davidson Landing Harbor project.

AGREEMENT

This MOA authorizes the Department to design the above referenced project. Under this MOA, the Department will complete all necessary professional engineering and other services that are requested by the City. The anticipated services and estimated Department costs are outlined as Tasks 1-2 as shown on Attachment A. The City or the Department may terminate this agreement at any time subject to written notification.

SCOPE OF PROJECT & SERVICES TO BE PERFORMED

The project is expected to include, but is not limited to:

Design of a new timber float system as generally depicted on Attachment B.

Expected services include all professional engineering services that may be required.

The project is expected to be designed and bid in phases as the City may request due to construction funding limitations.

Deliverables will include bid-ready paper and electronic documents consisting of plans, estimates and specifications prepared in standard Department format with City title-block or in other format as may be requested by the City. The Department will also supply intermediate or progress level plans and estimates for City review prior to bidding or completion of design efforts.

No consultant services are expected for this project. However, if additional services are required, and subject to City approval, the Department will obtain and enter into such consultant agreements in accordance with State of Alaska procurement regulations.

PERIOD OF PERFORMANCE

This MOA will be considered valid until such time that the City or the Department terminates this agreement. Anticipated period of performance (design through construction services) is from the effective date of this agreement to December 31, 2009.

The proposed project (Phase 1 float system) is expected to be completed and ready for construction advertisement for construction on March 1, 2009. Design documents will be completed on or before this date unless otherwise authorized or directed by the City.

PAYMENT TO THE DEPARTMENT

Payment to the Department shall be made in advance installments. The installment amounts will be based on the estimated task amounts outlined on Attachment A or as otherwise authorized by the City. The Department will maintain detailed records and account for all expenditures. A monthly statement of Department expenditures will be issued to the City. Any unused funds or installment amounts will be returned to the City upon the completion of the project or task, or at such time the Department's services are no longer required.

Costs for labor and materials will be in accordance with Department accounting standards and established expenditure rates.

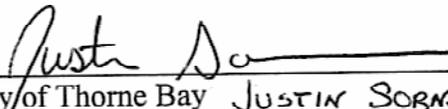
Payment to consultants will be made by the Department and such amounts will be added to the reimbursable services to be deducted from the project funds.

Should this MOA be terminated by either party, payment by the City shall cover all services incurred by the Department as of the date of termination.

CONTACT PERSONNEL

The Department's project manager for this project will be Kirk Miller, PE. The City's authorized representative will be Justin Sornsin, Public Works Supervisor.

This agreement is entered into as of the day and year written below:



City of Thorne Bay JUSTIN SORNSIN
PUBLIC WORKS SUPERVISOR

1/17/09

Date

Alaska Department of Transportation
& Public Facilities

Date