

Submitted by: Chair of the Assembly at the Request of the Mayor  
Prepared by: Public Works Department  
For reading: March 29, 2011

CLERK'S OFFICE  
**APPROVED**

Date:

4-12-11

**ANCHORAGE, ALASKA  
AR No. 2011-95**

1 **A RESOLUTION OF THE MUNICIPALITY OF ANCHORAGE APPROPRIATING A**  
2 **TRANSFER OF RESPONSIBILITIES AGREEMENT (TORA) OF TWO HUNDRED**  
3 **THIRTY-TWO THOUSAND ONE HUNDRED FIFTY-THREE DOLLARS (\$232,153) FROM**  
4 **THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC**  
5 **FACILITIES (DOT&PF), TO THE STATE DIR/FED PASS-THRU GRANTS FUND (231), IN**  
6 **THE PUBLIC WORKS DEPARTMENT, FOR THE ANCHORAGE METROPOLITAN AREA**  
7 **TRANSPORTATION SOLUTIONS (AMATS), ARTERIAL ROADWAY DUST CONTROL.**

8  
9  
10 **WHEREAS**, the DOT&PF has offered the Municipality a grant of Two Hundred Thirty-two  
11 Thousand One Hundred Fifty-three Dollars (\$232,153) for AMATS arterial roadway dust  
12 control within the Municipality; and

13  
14 **WHEREAS**, the Administration has reviewed and signed the TORA (Exhibit A); and

15  
16 **WHEREAS**, dust control measures identified within this TORA will help reduce airborne  
17 dust on major roadways within the Municipality during peak periods; NOW THEREFORE,

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19 **THE ANCHORAGE ASSEMBLY RESOLVES:**

20  
21 **SECTION 1.** That Two Hundred Thirty-two Thousand One Hundred Fifty-three Dollars  
22 (\$232,153) is hereby appropriated as a grant from the DOT&PF to the State Dir/Fed Pass-  
23 Thru Grants Fund (231) for AMATS arterial dust control.


24  
25 **SECTION 2.** That the TORA agreement is hereby authorized between the DOT&PF and  
26 the Municipality for the purpose of dust control on major arterial roadways.

27  
28 **SECTION 3.** This resolution shall be effective immediately upon passage and approval by  
29 the Anchorage Assembly.

30  
31 PASSED AND APPROVED by the Assembly this 12<sup>th</sup> day of  
32 April, 2011.

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38 Chair of the Assembly

39 ATTEST:

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42  
43 Municipal Clerk

44  
45 **Departmental Appropriation:**  
46 Public Works Department: \$232,153



MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM

No. AM 199-2011

Meeting Date: March 29, 2011

FROM: MAYOR

SUBJECT: A RESOLUTION OF THE MUNICIPALITY OF ANCHORAGE APPROPRIATING A TRANSFER OF RESPONSIBILITIES AGREEMENT (TORA) OF TWO HUNDRED THIRTY-TWO THOUSAND ONE HUNDRED FIFTY-THREE DOLLARS (\$232,153) FROM THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (DOT&PF), TO THE STATE DIR/FED PASS-THRU GRANTS FUND (231), IN THE PUBLIC WORKS DEPARTMENT, FOR THE ANCHORAGE METROPOLITAN AREA TRANSPORTATION SOLUTIONS (AMATS), ARTERIAL ROADWAY DUST CONTROL.

The attached Resolution appropriates a Two Hundred Thirty-two Thousand One Hundred Fifty-three Dollar (\$232,153) grant from the DOT&PF under a TORA, (Project No. 52748) to the State Dir/Fed Pass-Thru Grants Fund (231) and authorizes the TORA for the purpose of AMATS Arterial Roadway Dust Control within the Municipality. The 2010-2013 Transportation Improvement Program, approved November 19, 2009, included funding for dust control along major arterial roadways. The performance period shall be effective upon final signature through December 31, 2011. The TORA may be extended to add up to two additional years of funding.

The purpose of this TORA is to provide dust control and reduce airborne PM-10 emissions during peak periods along major Anchorage roadways. The Public Works Department, Street Maintenance Division will apply magnesium chloride along major Municipal roadways regardless of ownership to prevent dust from becoming airborne from high speed traffic. Particulate matter that is less than ten microns in size is defined as PM-10. When suspended in the air, this small particulate matter affects humans as it is inhaled, forcing the heart and lungs to work harder to provide oxygen to the body. This can lead to a decreased breathing ability and damage to the heart. The harmful effects are particularly severe in the elderly, children and persons with pre-existing respiratory problems.

The budget detail for the DOT&PF TORA in the amount of \$232,153 is as follows:

REVENUE

Table with 3 columns: Account Number, Account Name, Amount. Row 1: 231.724611G.9398.BP2011, State Grant - Rev Pass-Thru, \$ 232,153

EXPENDITURES

Table with 3 columns: Account Number, Account Name, Amount. Rows include: 231.724611G.2301.BP2011 (Repair & Maint Supplies, \$ 120,000), 231.724611G.2209.BP2011 (Diesel Issues, 12,000), 231.724611G.3702.BP2011 (Fleet Equip Rental, 29,853), 231.724611G.6741.BP2011 (Maint & Ops Admin IGC's, 25,195), 231.724611G.6743.BP2011 (Street Maint Ops, 40,000), 231.724611G.6923.BP2011 (CS IGC's to Operating Grants, 5,105), Total: \$ 232,153

1 THE ADMINISTRATION RECOMMENDS APPROVAL OF THE RESOLUTION OF THE  
2 MUNICIPALITY OF ANCHORAGE APPROPRIATING A TRANSFER OF  
3 RESPONSIBILITIES AGREEMENT (TORA) OF TWO HUNDRED THIRTY-TWO  
4 THOUSAND ONE HUNDRED FIFTY-THREE DOLLARS (\$232,153) FROM THE STATE  
5 OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
6 (DOT&PF), TO THE STATE DIR/FED PASS-THRU GRANTS FUND (231), IN THE  
7 PUBLIC WORKS DEPARTMENT, FOR THE ANCHORAGE METROPOLITAN AREA  
8 TRANSPORTATION SOLUTIONS (AMATS), ARTERIAL ROADWAY DUST CONTROL.  
9

10 Prepared by: Alan J. Czajkowski, Deputy Director  
11 Maintenance and Operations Division  
12 Approved by: Ron Thompson, P.E., Director  
13 Public Works Department  
14 Fund certification: Lucinda Mahoney, CFO  
15 231.724611G.9398.BP2011 \$232,153  
16 (DOT&PF TORA Grant)  
17 Concur: George J. Vakalis, Municipal Manager  
18 Respectfully submitted: Daniel A. Sullivan, Mayor

# Exhibit A

Project Name: AMATS Arterial Roadway Dust Control  
Federal Project Number: STP-000S(750)  
State Project Number: 52748

**TRANSFER OF RESPONSIBILITIES AGREEMENT  
BETWEEN  
THE STATE OF ALASKA DEPARTMENT OF  
TRANSPORTATION AND PUBLIC FACILITIES  
AND  
THE MUNICIPALITY OF ANCHORAGE**

This Agreement is effective upon execution by the State of Alaska Department of Transportation and Public Facilities (hereinafter called the State) and the Municipality of Anchorage (hereinafter called the Municipality). The State and the Municipality are entering into this Agreement pursuant to AS 35.15.080 et. seq. and any regulations promulgated thereunder.

The Municipality's coordinator for this Agreement is Maurice Robinson. The State's coordinator for this Agreement is Mark Parmelee. Each party agrees to notify the other party of any change in project coordinator.

The 2010-2013 TIP, approved November 19, 2009, includes \$240,000 for ~~updating the Municipality of Anchorage's Long Range Transportation Plan~~. The available federal amount for the AMATS Arterial Roadway Dust Control is \$232,153. Appendix A details the available funding for this project. Whereas funds have been programmed in the Anchorage Metropolitan Area Transportation Solutions (AMATS) Transportation Improvement Program and appropriated by the Legislature for the project described in Appendix A of this Agreement, and whereas the Municipality will, through a resolution of the Municipal Assembly, assume all responsibility for the program described in Appendix A (hereinafter also referred to as "the program"), the parties mutually agree as follows:

1. The Municipality agrees to assume all responsibilities for the program described in Appendix A, which is hereby incorporated and made a part of this Agreement.
2. The Municipality shall agree to comply with all applicable codes, statutes, and regulations of the State of Alaska and the Federal government. The program is to be managed consistent with Title 23, U.S. Code, Section 149(b)(3) pertaining to FHWA Congestion Mitigation and Air Quality (CMAQ) fund requirements in addition to other relevant Federal requirements.

ARTERIAL ROADWAY  
A DUST CONTROL

2/8/11

**Project Name: AMATS Arterial Roadway Dust Control**  
**Federal Project Number: STP-000S(750)**  
**State Project Number: 52748**

3. The State agrees to transfer the funds appropriated by the Legislature for the program to a special account in the State Treasury. Special account funding for the Municipality shall not exceed a total of **Two Hundred and Thirty-Two Thousand, One Hundred and Fifty-Three dollars (\$232,153.00)**. The State and the Municipality agree that any costs for this project in excess of the above amount or costs ineligible for federal reimbursement are the responsibility of the Municipality.
4. The procedures for program reporting and payment schedules to be followed by the Municipality in drawing on the special account referred to in Paragraph 3 are set out in Appendix B, which is hereby incorporated and made a part of this Agreement. Expenses incurred by the Municipality prior to the full execution of this Agreement are ineligible for reimbursement.
5. The Municipality agrees to indemnify, defend and hold harmless the State of Alaska and its agents and employees from and against any and all claims, damages, losses, and expenses arising from the Municipality's assumption of the responsibilities for the program set forth and described in Appendix A.
6. In the event the Municipality hires a consultant to perform any or all of the services detailed in Appendix A, the Municipality shall forward to the State copies of the scope of services to be performed and receive approval prior to issuing a request for proposals. In addition, the Municipality shall offer the State the opportunity to serve on the consultant selection committee.
7. Each consultant contract or professional services agreement in which the Municipality engages for this project may require a specific audit. The award of any such contract must be made in conformity with applicable federal and State contracting procedures, or based on acceptable alternative contracting procedures approved by the State and the Federal Highway Administration.
8. If, through any cause, the Municipality shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Municipality shall violate any of the covenants or stipulations of this Agreement and if, after notification by the State of such failure or violation, the Municipality fails to take proper corrective action within a reasonable time, the State shall thereupon have the right to terminate this Agreement by giving written notice to the Municipality of such termination and specifying the effective date thereof. Such notice shall be given at least fifteen (15) days before effective date of such termination. In that event, all

**Project Name: AMATS Arterial Roadway Dust Control**  
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**State Project Number: 52748**

finished or unfinished documents, computer files and equipment, data files, studies, maps, advertising material, and publications produced by the Municipality or its subcontractors under the Agreement shall, at the option of the State, become the State's property and the Municipality shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Municipality shall not be relieved of any liability to the State for damages sustained by the State by virtue of any breach of the Agreement by the Municipality, and the State may withhold any payments to the Municipality until such time as the exact amount of damages due the State from the grantee is determined.

9. The Municipality may appeal to the Commissioner of the Department of Transportation and Public Facilities the State's determination that the Municipality is in violation of this contract or that it has failed to fulfill its responsibilities in a timely and proper manner. Such an appeal must be made within ten (10) days of the date the Municipality is notified of the State's decision to terminate the contract. Pending resolution of the appeal, no work will proceed on the program. The Commissioner's decision shall be final.
10. If, due to changed circumstances, the State or the Municipality wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least fifteen (15) days prior to the proposed termination date. If both parties agree that it is in their mutual best interest to terminate this Agreement early, all finished or unfinished documents and other materials as described in Paragraph 7 above shall, at the option of the State, become the State's property. If the Agreement is terminated as provided herein, the Municipality shall be reimbursed for those actual expenses that are Federal-aid eligible.
11. This project may be audited by the State of Alaska DOT&PF Internal Review Section. The State and the Municipality and/or its subcontractors under this agreement shall maintain all records and accounts relating to its costs and expenditures for the work on this project for a minimum of three (3) years following receipt of the final payment, and shall make them available for audit by representatives of the State, the Federal Highway Administration and the Federal Transit Administration at reasonable times. Final payment is defined as the final voucher paid by the Federal Highway Administration to the State based on an audit. A Municipal request to close out a project account does not constitute final

**Project Name: AMATS Arterial Roadway Dust Control**  
**Federal Project Number: STP-0008(750)**  
**State Project Number: 52748**

payment. The Municipality shall maintain records that support all charges against the project.

12. Any direct non-salary costs (if allowed) shall be reimbursed at cost; no indirect mark-up is allowable.
13. Indirect cost rates for both the Municipality and its subcontractors are subject to audit by the Alaska DOT&PF Internal Review Section. The Municipality and its subcontractors shall provide the State a copy of the applicable indirect cost rate proposal for audit and approval. The indirect cost rate is for January – December of the current year.
14. This Agreement shall be governed by the laws of the State of Alaska and all relevant federal regulations and requirements.
15. The Municipality shall comply, and shall require compliance by any subcontractors, with all Federal, State, and local laws, regulations, and ordinances relating to civil rights.
16. The Municipality shall ensure that none of the funds paid under this Agreement will be used for the purpose of lobbying activities before the Alaska State Legislature.
17. Unless changed by prior written notice, any notices required by this Agreement must be sent to the following addresses:

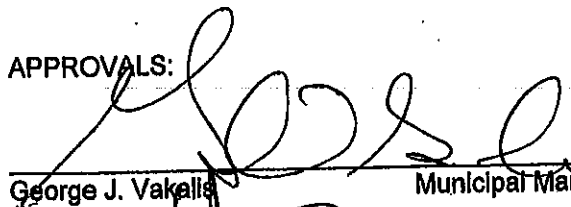
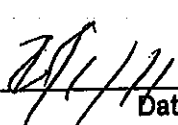
**STATE: Mark Parmelee**  
**Planning**  
**Department of Transportation & Public Facilities**  
**P.O. Box 196900**  
**Anchorage, Alaska 99519-6900**

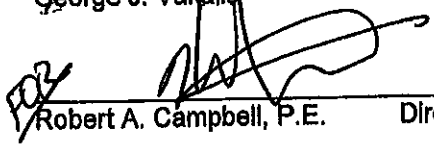
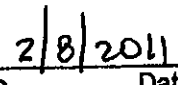
**MUNICIPALITY: Maurice Robinson**  
**Maintenance and Operations**  
**Municipality of Anchorage**  
**P.O. Box 196650**  
**Anchorage, Alaska 99519-6650**

Project Name: AMATS Arterial Roadway Dust Control  
Federal Project Number: STP-000S(750)  
State Project Number: 52748

18. Training funded through this agreement should be directly related to implementing air quality improvements and be approved in advance by the FHWA Division office. The Municipality will direct all training requests to the State's Coordinator. The Municipality must request training approval sufficiently in advance to receive authorization prior to the training.
19. At the completion of the project the Municipality will provide a final accounting on all costs incurred in the accomplishment of the program (see Appendix B, 2.) Projects involving construction will necessitate a final inspection. The Municipality's project manager will attend any scheduled inspection. The Municipality will complete close out paperwork that is provided by the State and will cooperate to close out projects in a timely manner.
20. The failure of the State to insist in any one or more instances upon strict performance by the Municipality of any provision or covenant in this Agreement may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement cannot be enforced or relied upon by the Municipality unless the waiver is in writing and signed on behalf of the State.
21. This Agreement may be modified or amended by a written Agreement signed by both parties.

APPROVALS:

  
George J. Vakalis Municipal Manager  Date

  
Robert A. Campbell, P.E. Director, Design & Construction  Date  
Central Region



Project Name: AMATS Arterial Roadway Dust Control  
Federal Project Number: STP-000S(750)  
State Project Number: 52748

## APPENDIX A

### A. SCOPE OF SERVICES

The arterial roadway dust control program is aimed at reducing dust along major roadways in the Municipality of Anchorage especially during the spring break-up period. Dust emissions are high both prior to and immediately following sweeping. During the period prior to sweeping, large amounts of traction sand and pulverized aggregate abraded from the roadway pavement accumulate along shoulders and medians. Passing traffic and wind stirs this material up into the air; the fine-grained particles in this dust are called PM-10.<sup>1</sup> PM-10 concentrations along major roads often approach and occasionally exceed the federal air quality standard.

PM-10 concentrations can also be found at elevated concentrations immediately following sweeping. Although sweeping removes most of the accumulated traction sand and other materials from the road, it also transports a fraction of these materials out of the shoulders and medians and into the travelled portion of the roadway where it can be more readily re-entrained into the air by traffic. Monitoring has shown that PM-10 concentrations often increase immediately after sweeping.

The Municipality of Anchorage Air Quality Program (AAQP) will work with maintenance and operations personnel at the Alaska Department of Transportation and Public Facilities and the Municipality of Anchorage Street Maintenance Division to identify approximately 70 miles of high volume roadway within the Municipality for treatment with magnesium chloride brine ( $MgCl_2$ ) during periods when elevated PM-10 is anticipated.

$MgCl_2$  will be applied:

- In early spring, (typically mid-March to mid-April), prior to sweeping, to stabilize accumulated road sand and other materials to reduce PM-10 emissions during dry periods and/or in advance of predicted wind storms. AAQP anticipates two or three applications may be necessary during a typical spring break-up.
- Immediately after sweeping to reduce PM-10 emissions.

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<sup>1</sup> PM-10 is particulate matter with a nominal aerodynamic diameter less than 10 microns in diameter, roughly one-seventh the diameter of a typical human hair. The EPA has set the air quality standard for this pollutant at 150 micrograms per cubic meter for a 24-hour average.

Project Name: AMATS Arterial Roadway Dust Control  
 Federal Project Number: STP-000S(750)  
 State Project Number: 52748

MgCl<sub>2</sub> may also be applied to minimize re-suspension of volcanic ash along major roads subsequent to an eruption that deposits ash in the Anchorage area.

The Municipal Street Maintenance Division has agreed to apply the MgCl<sub>2</sub> on the identified roadways regardless of whether they are State or Municipally-owned roads.

Funding will be used to purchase MgCl<sub>2</sub> and cover labor and operational costs incurred by the Municipal Street Maintenance Division for its application. A portion of the first year funding will be used to purchase spray application equipment that will speed the rate at which MgCl<sub>2</sub> can be applied.

A. Budget

This budget assumes two pre-sweep treatments of MgCl<sub>2</sub> diluted to half-strength (14%) and applied to shoulders and medians and one post-sweep application broadcast across entire road with MgCl<sub>2</sub> diluted to one-quarter strength (7%).

Magnesium chloride brine (60,000 gal @ \$2.00/gal)	\$120,000
Labor	\$40,000
Fleet equipment and fuel cost	\$12,000
Spray application equipment	\$29,853
MOA Indirect (15%)	\$30,300
ADOT&PF ICAP	\$7,847
<b>TOTAL</b>	<b>\$240,000</b>

Adjustments exceeding 10% of the total budget may only be made with written approval of the contract administrator. Transfers of less than or equal to 10% of the total budget do not require prior approval.

C. PROJECT SCHEDULE

TORA becomes effective upon FHWA approval and ADOT&PF signing through December 31, 2011. The TORA may be extended to add up to two additional years of funding.

Project Name: AMATS Arterial Roadway Dust Control  
Federal Project Number: STP-0009(750)  
State Project Number: 62748

## APPENDIX B

### A. REPORTING REQUIREMENTS

- 1) Quarterly Reports The Municipality shall submit one copy of a quarterly narrative progress report and estimated financial statement to the State no later than 30 days following the last day of the quarter. Quarter ending dates are September 30, December 31, March 31, June 30, etc. A final quarterly narrative progress report summarizing the year's activities shall be submitted by the Municipality to the State no later than 60 days following the last day of the quarter in which the work is complete. This may be combined with the Annual Report as described in Section 2, below. The quarterly reports shall serve as the basis for reimbursement, pending review and approval.

Each quarterly report shall include, but not be limited to, the following information:

- A brief narrative describing the tasks funded during the past quarter.
- A summary of expenditures during the past quarter.

- 2) Annual Report The Municipality, upon completion of the program, shall provide the State with one copy of a final narrative progress report and financial statement (annual report), certified by the Municipality, of all costs incurred in the accomplishment of the program. This report shall be submitted to the State within 80 days from the end of the fiscal year.

This report may be combined with the last quarter report and submitted to the State within 60 days following the last day of the quarter as required by Section A1. The final financial report, if different from that submitted with the last quarter report, shall be submitted to the State within 80 days of the last day of the reporting period.

- 3) Other Reports The Municipality shall forward to the State a copy of all final products, reports, and documents produced in the performance of the program.

**Project Name: AMATS Arterial Roadway Dust Control**  
**Federal Project Number: STP-0008(750)**  
**State Project Number: 52748**

**B. RETENTION OF RECORDS**

The Municipality and its contractors shall establish, maintain, and preserve property management, project performance, financial management, reporting documents and systems and other books, records and data as the State may require. The Municipality shall retain such records for a period of three years following closure of the project and receipt of final payment, or until an audit is completed and all questions arising there from are resolved, whichever is later.

**C. PAYMENT SCHEDULE**

Municipal billings will include all expenditures for any given quarter.

Payments will be made upon review and approval of the quarterly reports/billings provided by the Municipality to the State within 30 days after receipt of the report/billing for each period.

**Content ID:** 010031**Type:** AR\_FundsApprop - Funds Approp Resolution

A RESOLUTION OF THE MUNICIPALITY OF ANCHORAGE APPROPRIATING A TRANSFER OF RESPONSIBILITIES AGREEMENT (TORA) OF TWO HUNDRED THIRTY-TWO THOUSAND ONE HUNDRED FIFTY-THREE DOLLARS (\$232,153)

**Title:** FROM THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (DOT&PF), TO THE STATE DIR/FED PASS-THRU GRANTS FUND (231), IN THE PUBLIC WORKS DEPARTMENT, FOR THE ANCHORAGE METROPOLITAN AREA TRANSPORTATION SOLUTIONS (AMATS), ARTERIAL ROADWAY DUST CONTROL.**Author:** pruittns**Initiating Dept:** Public\_Works**Date Prepared:** 3/18/11 3:58 PM**Director Name:** Ron Thompson**Assembly Meeting Date:** 3/29/11**Public Hearing Date:** 4/12/11

<b>Workflow Name</b>	<b>Action Date</b>	<b>Action</b>	<b>User</b>	<b>Security Group</b>	<b>Content ID</b>
Clerk_Admin_SubWorkflow	3/25/11 8:59 AM	Exit	Joy Maglaqui	Public	010031
MuniManager_SubWorkflow	3/25/11 8:59 AM	Approve	Joy Maglaqui	Public	010031
Finance_SubWorkflow	3/23/11 3:08 PM	Approve	Lucinda Mahoney	Public	010031
Finance_SubWorkflow	3/23/11 1:57 PM	Checkin	Nina Pruitt	Public	010031
OMB_SubWorkflow	3/21/11 3:17 PM	Approve	Cheryl Frasca	Public	010031
Public_Works_SubWorkflow	3/21/11 10:54 AM	Approve	Ron Thompson	Public	010031
FundsAppropWorkflow	3/18/11 4:10 PM	Checkin	Terese Williams	Public	010031

*R. Thompson*

CONSENT AGENDA - INTRODUCTION