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STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES DIVISION  
OF MINING, LAND, AND WATER  
ANCHORAGE, ALASKA

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*One Thousand Skies  
Sunrise Addition Ph. 1*

A Subdivision of Section 1 and Section 12 Located in  
T 2 N, R 10 W, Copper River Meridian, Alaska

Containing 1076 Ac.  
Chitina Recording District

**DESIGN/BUILD REQUEST FOR  
PROPOSALS**

**JANUARY 9, 2018**

# DESIGN BUILD (DB) REQUEST FOR PROPOSALS (RFP)

Competitive Sealed Proposals - Design Build - AS 36.30.200(c)  
State Funded

## ISSUING OFFICE

Agency Contact (Technical Issues) ..... : Cliff Baker, PS., SC/SE Project Development Team Lead, Survey Section,  
..... : DMLW, (907) 269-8522  
Agency Contact (Proposal Procedures) .... : Marlys Hagen, Procurement Officer,  
Contracting Agency ..... : Dept. of Natural Resources, (907) 269-8666

## PROJECT

### Project: Pioneer road construction, MP 136.5 Glenn Highway

Project Site (City, Village, etc.): **MP 136.5 Glenn Highway, Nelchina**

Contract Description: This state funded contract requires the Contractor to 1) provide the necessary design and construction services to construct a new approach on the south side of the Glenn Highway under the Alaska Department of Transportation and Public Facility (AKDOT&PF) standards outlined in the AKDOT&PF, "Alaska Highway Preconstruction Manual" and "Alaska Department of Transportation and Public Facilities: Standard Specification for Highway Construction (2017 Edition)", 2) to construct a pioneer road from the approach under Matanuska-Susitna Borough Public Works Department Subdivision Construction Manual Pioneer Road Access standards, & 3) a minimum 5,000 S.F. staging area just outside of the Glenn Highway Right-of-Way.

## SCHEDULE & PRICE

Anticipated period for performance-Begin/End:

Anticipated NTP Date: **February 13, 2018**; Substantial Completion Date: **June 30, 2018**

Estimated amount of proposed contract:

<input type="checkbox"/> Not exceeding \$250,000	<input checked="" type="checkbox"/> \$250,000 to \$500,000
<input type="checkbox"/> \$500,000 to \$1,000,000	<input type="checkbox"/> \$1,000,000 to \$2,500,000
<input type="checkbox"/> \$2,500,000 to \$5,000,000	<input type="checkbox"/> \$5,000,000 to \$10,000,000
<input type="checkbox"/> \$10,000,000 or greater	

Proposed Method(s) of Payment:

<input checked="" type="checkbox"/> Firm Fixed Price (FFP)	<input type="checkbox"/> Cost Plus Fixed Fee (CPFF)
<input type="checkbox"/> Fixed Price Plus Expenses (FPPE)	<input type="checkbox"/> Other:

## SUBMITTAL DEADLINE AND LOCATION

*OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (2 AAC 12.250).  
ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.*

DATE: **January 30, 2018**

PREVAILING TIME: **4:00 P.M.**

DELIVER DIRECTLY TO FOLLOWING LOCATION (and person, if named):

**State of Alaska  
Department of Natural Resources  
Attention: Procurement  
550 W. 7<sup>th</sup> Ave., Suite 1330  
Anchorage, Alaska 99501**

**Marlys Hagen, CPSM, CPPO, C.P.M.  
Procurement Officer  
Dept. of Natural Resources  
550 W. 7<sup>th</sup> Ave., Suite 1330  
Anchorage, AK 99501**

## SELECTION PROCEDURE

1. The provisions of 2 AAC 12.931 – 2 AAC 12.949 set out requirements for the procurement and administration under AS 36.30.200 (c) of design build construction contracts.
2. Technical and Price proposals will be solicited from all offerors. Offerors will respond to a Design Criteria Package with separate technical and price proposals. Technical Proposals are evaluated first using a numerical points system (reference Section 00022). Price Proposals are then opened and prices are figured into the points system to determine the final selection.

2.2 Price Proposals will be separated from Offerors responses to other criteria, if not already done by the Offerors, and not examined until after all other criteria are evaluated.
3. Scoring of proposals will be accomplished as follows:

3.1 Each Evaluator will individually read and rate Offeror's response to each criterion except price proposal. Ratings will be based solely on contents of proposals. Except as may be stated within any criterion description, a rating of "5" indicates the most responsive; ratings of "4-1" indicate progressively less responsiveness; and a rating of "0" indicates Non-responsive. Tie scores are permissible for evaluation criteria addressing schedule and design. Ratings are multiplied by the assigned weights for each criterion to obtain criterion scores.

3.2 After completion of individual ratings, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings however, any changes shall be based solely on the Evaluation Criteria set forth in the Project Manual. Additional criteria may not be considered. (2 AAC 12.260(b)).

3.3 DESIGN BUILD TECHNICAL AND PRICE PROPOSALS SHALL NOT BE DISCLOSED TO THE PUBLIC OR TO COMPETING OFFERORS UNTIL AFTER A NOTICE OF INTENT TO AWARD IS ISSUED (except as noted below in paragraph 6, also, see paragraph 7).
4. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:

4.1 Provide written recommendations for consideration prior to contract award;

4.2 Recommend suspension of the Offeror from consideration for award of the contract if there is probable cause for debarment (AS 36.30.635); or

4.3 Conduct discussions in accordance with paragraph 5, below.
5. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (AS 36.30.240 & 2 AAC 12.290). After discussions, Evaluators will determine the final scoring and ranking for award by evaluating written and oral responses using only the Evaluation Criteria set forth in the Project Manual. Additional criteria may not be considered. (2 AAC 12.260(b)).
6. The Contracting Agency will then open the Fixed Price Proposals in public and calculate scores for price.
7. All Offerors will be advised of the Offeror selected for award after completion of the evaluation process. A Notice of Intent to Award will be provided to all Offerors.

## NOTICES

### COPIES

1. Copies of this Design Build Project Manual (including Proposal and Contract Requirements, Program Criteria and Design Criteria) are available for review and may be obtained at the following address:

DNR Procurement Office  
550 W. 7<sup>th</sup> Avenue,  
Suite 1330  
Anchorage, AK 99501 Phone: (907) 269-8666

### ADDITIONAL INFORMATION

2. The following items which may assist Offerors in preparing proposals are available to Offerors in electronic format (PDF) on the ADOT&PF advertising web site at <http://www.dot.state.ak.us/procurement>. Information made available to Offerors which is not a part of the Project Manual, such as, subsurface investigative reports, as-built documentation, or other similar material is for informational purposes only. It is understood that such information was obtained and is intended for the Contracting Agency's preliminary design and estimating purposes only. It is made available to Offerors so that they may have access to identical information available to the Contracting Agency, and it is not intended as a substitute for personal investigation, interpretations, and judgment of Offerors.

Available Information:

1. Snow-free photos of the project area are available upon request to the Procurement Officer.

### PRE-PROPOSAL CONFERENCE

3. An organized site visit will not be held during the advertising period. Offerors are encouraged to visit the work site, weather permitting. This site visit is not mandatory, but it is recommended. Snow free pictures are available upon request. The geotechnical report for the State material site 42-3-018-5 and the road alignment and staging areas is included in this package.

### ADDENDA

4. Every effort will be made by the Contracting Agency to insure that Offerors receive all addenda when issued. Addenda will be issued to the individuals and companies to whom the Project Manual was issued. Addenda may be issued by any reasonable method such as hand delivery, mail, telefacsimile, and courier and in special circumstances by phone. Addenda will be issued to the address, telefacsimile number or phone number as stated on the planholder's list unless picked up in person or included with the Project Manual. It is the Offeror's responsibility to insure receipt of all addenda. No claim or protest will be allowed based on the Offeror's allegation that the Offeror did not receive all of the addenda.

### TECHNICAL QUESTIONS

5. All questions relating to design features, constructability, quantities, or other technical aspects of the project and any requests to view the project should be directed to the Agency Project Manager cited under "Issuing Office" on page 1 of this RFP.

### PROCEDURAL QUESTIONS

6. All questions concerning proposal procedures should be directed to the Chief of Contracts cited under "Issuing Office" on page 1 of this RFP.

### COST INCURRED PRIOR TO CONTRACT

7. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Contracting Agency. The Contracting Agency shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issue of a Notice to Proceed.

### **CONFLICT OF INTEREST**

8. The Contracting Agency may preclude or disqualify a Prospective Proposer from participation in the Contract if the Prospective Proposer is deemed to have an unfair competitive advantage or a conflict of interest as stated in 2 AAC 12.935 (e) and (f). The Prospective Proposer, including all Entities in the Prospective Proposer's organization, shall voluntarily disclose to the Contracting Agency, in writing, any factors that may provide it with an unfair competitive advantage and/or potential or actual conflict of interest. Requests for clarification on this issue shall be made in writing to the Contracting Agency more than 10 days prior to the submittal deadline for Proposals.

### **LICENSING**

9. Prospective Proposers shall possess an Alaska business license prior to award. Prospective Proposers shall also be registered as a general contractor in accordance with AS 08.18 and 12 AAC 21 prior to award, or licensed as an architect or engineer in accordance with AS 08.48 and 12 AAC 36. Both professional licensing and contractor registration will be required for the appropriate entities and members of the Design-Builder's Project Team prior to submittal of proposals. Prospective Proposers may contact the Alaska Department of Community and Economic Development, Division of Occupational Licensing, at P.O. Box 110806, Juneau, AK 99811-0806, telephone number (907) 465-2550, or at Internet address <http://www.commerce.state.ak.us/CBP/> for information.

### **BID SECURITY**

10. All Proposals shall be accompanied by a Bid Security in the amount of 5% of the Proposed Price. The Bid Security shall be in the form of an acceptable Bid Bond (section 00410), or a certified check, cashier's check or money order made payable to the State of Alaska. Bid Bonds must be accompanied by a legible Power of Attorney. The surety of a Bid Bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Telegraphic or telefacsimile notification of execution of a Bid Bond does not meet the requirements of Bid Security accompanying the Proposal. An individual surety will not be accepted as a Bid Security. Bid Securities, other than Bid Bonds, will be returned to all Offerors, except for the two highest scored proposals, as soon as practicable. The Bid Security of the two highest scored proposals will be returned immediately after the contract has been awarded. If all proposals are rejected, all Bid Securities will be returned as soon as practicable.

### **PROPRIETARY INFORMATION**

11. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Contracting Agency (AS 36.30.230).

### **MINOR INFORMALITIES**

12. The Contracting Agency expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors (2 AAC 12.990).

### **RECEIPT AND OPENING OF PROPOSALS**

13. All proposals, including any amendment or withdrawal must be received by the Contracting Agency prior to the scheduled time for submitting proposals. Any proposal, amendment, or withdrawal which has not been actually received by the Contracting Agency prior to the scheduled time for submitting proposals will not be considered. No responsibility will be attached to any officer or employee of the Contracting Agency for the premature opening of, or failure to open, a proposal improperly delivered, addressed or identified.

Design Build Technical Proposals are not publicly opened because they are obtained under Alaska statutes and regulations regarding Competitive Sealed Proposals (vs Bids). Proposals are therefore not available for public inspection until after a Notice of Intent to AWARD is issued (AS 36.30.230). Proposals will be evaluated as described in the RFP under "Selection Procedure." The ranking of Offerors will be made available to the public as soon as practicable.

Until award of the contract, the Contracting Agency reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals without liability against the Contracting Agency, if in the judgment of the awarding authority the best interests of the Contracting Agency will be promoted thereby.

Submitted design plans and/or design concepts become the property of the Contracting Agency.

## **DISQUALIFICATION OF OFFERORS**

14. Either of the following reasons may be considered as being sufficient for the disqualification of an Offeror:
- \* More than one proposal for the same work from an individual, firm, or corporation under the same or different name. [A party who has quoted prices to an Offeror is not thereby disqualified from quoting prices to other Offerors or from submitting a proposal directly for the project.]
  - \* Evidence of collusion among Offerors. Participants in such collusion will receive no recognition as Offerors for any future work of the Contracting Agency until any such participant shall have been reinstated as a qualified Offeror.

## **REJECTION OF PROPOSALS**

15. The Contracting Agency reserves the right to reject any and all proposals when such rejection is in the best interest of the State; to reject the proposal of an Offeror who has previously failed to perform properly, or complete on time, contracts of a similar nature; to reject the proposal of an Offeror who is not, in the opinion of the Contracting Officer, in a position to perform the contract; and to reject a proposal as nonresponsive where the Offeror fails to furnish the required documents, fails to complete required documents in the manner directed, or makes unauthorized alterations to proposal documents.

## **NON-RESPONSIVE PROPOSALS**

16. Proposals may be considered non-responsive and may be rejected for the following reasons:
- \* If the proposal is on a form other than that furnished by the Contracting Agency, or copies thereof; or if the form is altered or any part thereof is detached; or if the proposal is improperly signed.
  - \* If there are unauthorized additions, conditional or alternative proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
  - \* If the Offeror adds any provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a proposal limiting the maximum gross amount of awards acceptable to any one Offeror at any one time, provided that any selection of awards will be made by the Contracting Agency.
  - \* If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items.
  - \* If the Offeror has not acknowledged receipt of each addendum by its assigned number and date of issue.
  - \* If the Offeror fails to furnish an acceptable Bid Security with the proposal.
  - \* If any of the alternate prices proposed are excessively unbalanced (either above or below the amount of a reasonable proposals) to the potential detriment of the Contracting Agency.
  - \* If the Offeror fails to specifically name in their Technical Proposal, any of the required Design-Build team individuals who will be "in responsible charge" for performance of Architectural or Engineering disciplines as may be required by this solicitation and listed in Criterion 2 of Section 00022.

## **TAXES**

17. If it is discovered that a Prequalified Proposer is in arrears on taxes due to the State, a Contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the Contract.

## **DOCUMENTS FROM SUCCESSFUL OFFEROR PRIOR TO AWARD**

18. Prior to award, the successful Offeror must complete and submit the following documents and such other documents as may be specified in the Intent to Award letter:

<u>Section</u>	<u>Form</u>
* 00510	Standard Form of Agreement between Owner and Design Builder
* 00610	Performance Bond (25D-13)
* 00620	Payment Bond (25D-12). Certificate(s) of Insurance

## **CHANGES**

19. The successful Offeror may make no change to elements of its organization except upon prior written approval of the Contracting Agency.

## **PER DIEM**

20. Alaska State law requires payment of food and lodging or per diem payments to some classes of workers stationed away from their hometown. Proposers may contact the Alaska Department of Labor at telephone number (907) 465-4842 or at Internet address <http://www.labor.state.ak.us/lss/whhome.htm> for information.

## **AWARD AND EXECUTION OF CONTRACT**

21. All Offerors will be notified of the Contracting Agency's Intent to Award the contract and the successful Offeror will be requested to execute certain documents, including the Contract form and bonds.

The Offeror may be requested by the Contracting Agency to submit a statement of facts, in detail, as to previous experience in performing comparable work, business and technical organization, financial resources, and plant available to be used in performing the contemplated work.

Offerors and proposed subcontractors must be in compliance with statutory requirements for Alaska licensing.

If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.

The contract form and all other required documents shall be executed by the successful Offeror and returned to the Contracting Agency within 15 days after receipt by the Offeror.

The Letter of Award, if the contract is to be awarded, will be issued to the highest scored Offeror generally as soon as practicable.

No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

## **FAILURE TO EXECUTE CONTRACT**

22. Failure of the successful Offeror to appropriately execute and return the contract form and other documents within 15 days after receipt from the Contracting Agency, will be just cause for the annulment of the award and the forfeiture of the Bid Security to the Contracting Agency, for damages sustained. Award may then be made to the next highest scored responsive and qualified Offeror, or the work may be readvertised.

If the contract is not executed by the Contracting Agency within 15 days following receipt from the Offeror of all required documents appropriately executed for the award of the contract, the Offeror shall have the right to withdraw its proposal without penalty.

## **PROTEST PROCEDURES**

23. An interested party, as defined in AS 36.30.699, may protest this RFP. Protests based on alleged improprieties or ambiguities in the RFP must be filed at least 10 days prior to the submittal deadline. Protests must be submitted in writing to the Contracting Officer and shall be governed by the terms of AS 36.30.560 - 615.

## **EQUAL EMPLOYMENT OPPORTUNITY**

24. The Contracting Agency is an equal opportunity employer.

## **STIPEND**

25. There is no stipend available to proposers.

## **AWARD OF CONTRACT**

26. The award of this contract is contingent upon adequate funding.

## **ALASKA BIDDER (OFFEROR) PREFERENCE**

27. To qualify as an Alaska bidder (offeror) under AS 36.30.321, a bidder (offeror) shall have a valid Alaska business license at the time proposals are due.

### **Approach/Driveway Requirements**

The approach/driveway that will be constructed for the One Thousand Skies Loop will be constructed under the Alaska Department of Transportation and Public Facility (AKDOT&PF) standards outlined in the AKDOT&PF, "Alaska Highway Preconstruction Manual" and "Alaska Department of Transportation and Public Facilities: Standard Specification for Highway Construction (2017 Edition)".

The approach/driveway will require a sign and culvert to be installed per AKDOT&PF standards.

All the required standard and specifications for approach/driveway, signs and culverts will be provided. Plan drawings outlining the general requirements will be provided as supplemental information that can be used when designing and constructing the approach/driveway.

The Contractor must obtain written acceptance as follows: (1) from Alaska Dept. of Transportation and Public Facilities for the constructed approach, and (2) from the Mat-Su Borough Public Works Department for the constructed pioneer road.

Contractor will be required to provide 2 separate development plans and reclamation plans prior to clearing and material extraction as follows: (1) for the existing material site, and (2) for the staging area and road construction. The Contractor should meet with the Project Contact and the DNR/MLW permitting section of the Southcentral Region Office (SCRO) prior to performing any on-site work to ensure that all of these requirements are met.



# DESIGN BUILD (DB) SUBMITTAL CHECKLIST

Design Build (DB) - Competitive Sealed Proposals - AS 36.30.200(c)

**Project: Pioneer road construction, MP 136.5 Glenn Highway**

## EXAMINATION OF WORK SITE AND PROJECT MANUAL

- [ ] 1. Offerors are expected to examine carefully the site of the proposed work and the Project Manual before submitting a proposal. The submission of a proposal shall be considered prima facie evidence that the Offeror has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract Documents.

## PREPARATION OF PROPOSAL

- [ ] 2. Offerors must carefully review the Project Manual for defects and questionable material and become familiar with submittal requirements before preparing proposals. Any explanation desired by Offerors regarding the meaning or interpretation of any of the project documents provided by the Contracting Agency must be requested in writing to the address shown under "Submittal Deadline and Location" on page 1 of the Design Build Request for Proposals (DB RFP). Substantive issues will be addressed in an addendum to all recipients on record as receiving the Project Manual. Oral explanations or instructions given before the award of the contract will not be binding. Failure to comply with directions will result in lower score and may eliminate a submittal from consideration. ***Protests based upon any omission, error or content of this solicitation may be disallowed at the discretion of the contracting agency if the protest is not received in writing at least ten agency work days prior to the submittal deadline (AS 36.30.565(a)).***
- [ ] 3. Review all parts of the Project Manual, and then focus on the following documents: RFP, this Submittal Checklist, Evaluation Criteria, and the Proposal Form.
- [ ] 4. Review the Evaluation Criteria. Read the criteria in each section in light of the proposed project as portrayed in the Project Manual. Be aware of the assigned weight for each criterion. Plan your proposal to address the applicable criteria. All criteria Responses shall not exceed the number of pages stated below.
- [ ] 5. Prepare a distinct Response for each criterion. Failure to respond directly to any criteria will result in an evaluation score of zero for that criterion. Acceptable Responses must be specific and directly related to the proposed project. Marketing brochures and photographs, federal standard forms 254 and 255, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [ ] 6. ***Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Section 00022***, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation. Responses shall be presented on 8 ½" X 11" paper, except for a minimal number of larger sheets (e.g. 11"x17") that may be used (e.g. for schedules) if they are folded to 8½ " x 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page unless otherwise noted. **CAUTION:** small print or typeface that is difficult to read may negatively influence evaluation of your submittal.
- [ ] 7. Complete all entries on the Proposal Form, Section 00300. Note the statutory requirements for Alaska Licenses and be sure to sign and date the Certification
- [ ] 8. Attach criteria Responses (**EXCEPT PRICE PROPOSAL**) to the DB Proposal Form. The maximum number of attached pages including any design drawings (each printed side equals one page) for criteria Responses shall not exceed: **10 Pages**.

Page limit does not include the two page DB Proposal form or the DB Price Proposal, Bid Schedule, and Bid Bond documents. **CAUTION:** Criteria Responses, which exceed the maximum page limit or otherwise do not meet requirements stated herein, may result in disqualification.

## PRICE PROPOSAL

- [ ] 9. Review the DB: Price Proposal, Bid Schedule, and Bid Bond documents. Prepare a PRICE PROPOSAL for all design, labor, subcontracts, equipment, expenses, etc., in compliance with the Project Manual. Complete the three documents on the forms furnished, or copies thereof.
- [ ] 9.1 The Bid Schedule will provide for quotation of a price or prices for one or more contract items which may include unit price or lump sum items and alternative, optional or supplemental price schedules or a combination thereof which will result in a total proposed price for the work. When an item in the Bid Schedule contains a choice to be made by the Offeror, the Offeror shall indicate his choice in accordance with the specifications for that particular item, and no further choice will be permitted.
- [ ] 9.2 Where required, Offerors must quote on all items and THEY ARE WARNED that failure to do so will disqualify them. When quotations on all items are not required, Offerors should insert the words "no bid" in the space provided for any item not requiring a quotation and for which no quotation is made.
- [ ] 9.3 On unit price contracts Offerors shall also show the products of the respective unit prices and quantities written in figures in the column provided for the purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the words and figures shall be in ink or typed.
- [ ] 9.4 When provided within the supplements to the bid schedule Offerors shall specify those Alaska Bidder and Product Preferences applicable to their proposal. All entries made by Offerors and designating applicable preferences must conform to the requirements of AS 36.30 and the instructions on the forms to warrant consideration.
- [ ] 9.5 Neither conditional nor alternative bids will be considered unless called for.
- [ ] 9.6 Unless specifically called for, telegraphic or telefacsimile bids will not be considered.
- [ ] 9.7 The Price Proposal must be signed with ink. If the Offeror is a corporation, the proposal shall be signed by an individual having authority to sign the contract. If the Offeror is a partnership, the proposal shall be signed by any authorized member of the partnership. If the Offeror is a sole proprietorship, the proposal shall be signed by the owner. Any erasure or change on the Price Proposal or Bid Schedule must be initialed by the person signing the proposal.

## ACKNOWLEDGEMENT OF ADDENDA

- [ ] 10. The Proposal Form provides for acknowledgement individually of all Addenda to the Project Manual. All addenda shall be acknowledged on the Proposal Form or by telefacsimile prior to the scheduled time for submittal of proposals. If no addenda are received, the word "None" should be shown as specified.

## REQUIRED DOCUMENTS

- [ ] 11. Submittals shall consist of the following applicable items assembled as follows and in the order listed. Proposals will not be considered if documents are not completely filled out. Telegraphic or telefacsimile submittals are NOT acceptable.
- [ ] 11.1 **Six (6)** copies of DB Proposal Form (at least one copy with original signature) with responses to all Evaluation Criteria [**EXCEPT PRICE PROPOSAL**] attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter other than the DB Proposal Form will be included. CAUTION: Failure to comply with this instruction will negatively influence evaluation of Submittal.
- [ ] 11.2 **One copy** of the DB Price Proposal, with the DB Bid Schedule and DB Bid Bond attached, with one staple in the upper left corner. The Price Proposal, Bid Schedule and Bid Bond shall be enclosed together in a separate sealed envelope marked on the outside to identify it as **PRICE PROPOSAL** and with the names of the Project and Offeror.

**DO NOT place the Design Build (DB) Proposal Form (Section 00300) in the sealed price proposal envelope.**

- [ ] 11.3 **CAUTION:** If you replicate (other than by photocopy) any form in the Project Manual in lieu of filling out forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration may be cause for rejection without recourse.

## **DELIVERY**

- [ ] 12. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited on page 1 of the DB Request for Proposal. Do not include in the package any proposals or bids for other projects. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

## **WITHDRAWAL OR REVISION OF BIDS**

- [ ] 13. A Offeror may withdraw or revise a proposal after it has been delivered to the Contracting Agency, provided that the request for such withdrawal or revision is received by the designated office, in writing, or by telefacsimile, before the time set for submittal of proposals. If the Price Proposal is to be changed, the telefacsimile modifications shall include both the modification of the unit bid price and the total modification of each item modified, but shall not reveal the amount of the total original or revised Price Proposal.

# DESIGN BUILD EVALUATION CRITERIA

Competitive Sealed Proposals - Design Build - AS 36.30.200(c)

## 1. Prime Contractor

1. Weight: 10

Response must describe the history and experience of the firm and the current principals. How long has the firm been in business? How long under the current management? Describe the firm's **experience with Design Build projects** on which the prime contractor performed a lead role. Discuss other ongoing work which may have relevance to this project. How much work does the firm perform on an annual basis? How long has the firm been established in Alaska?

Address the design-builder's safety record, to include safety and drug-testing policies and programs. Address quality control and quality assurance policies and programs to be employed on this project.

Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment, technical resources and information technology, as well as unique approaches or concepts relevant to the project.

Address capacity to bond the entirety of the Contract. Address any arrangements you have made to finance the work. Has the firm ever failed to complete a contract due to insufficient resources?

## 2. Design Build Team (Prime and Subcontractors)

2. Weight: 10

Response must name all the firms to participate in the contract and define areas of responsibility to include, but not limited to, the following:

- a) General Contractor\*
- b) Civil Engineer\*
- c) Project Manager\*
- d) Other major Suppliers/Subcontractors

\*Response must name all individuals to be "in responsible charge" for performance of Architecture, Engineering and Construction plus any other key functions, and other key individuals you deem essential to perform the contract.

**CAUTION – All individuals "in responsible charge" as shown above with an asterisk must be identified as such in your proposal (See Section 00020 Notice 16).**

Describe the work to be performed by the individuals you name and detail their specific qualifications and substantive **experience directly related to the proposed contract**. A response prepared specifically for this proposal is required. Provide a detailed narrative that demonstrates specific knowledge and or experience with projects using Mat-Su Borough standards. Marketing resumes often include non-relevant information which may detract from the evaluation of proposals. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

For each person named, identify their: employer, professional discipline or job classification, professional registration number if applicable, and state of residency. List at least 3 professional references (contact persons and telephone numbers) for each person.

Discuss any prior work relationships among the firms - in particular, Design Build projects. Discuss each firm's particular responsibilities for prior contracts that were similar to the work proposed in the Project Manual. Indicate which of the firms were involved in such contracts. For each contract, list the contracting entity and a reference (contact person and a telephone number).

Specifically for the Project Manager, address the following:

- 1) Response must name the one individual "in responsible charge" to perform daily project management (single point-of-contact directly engaged in contract performance).
- 2) Experience in Management of design/build projects of the type described in the Project Manual.
- 3) Knowledge of the Contracting Agency's construction management, engineering, and inspection policies and procedures.

- 4) List recent projects managed including employer, project name, location, client/owner, project value, and proposed **Project Manager's role** on the management team for each project. Provide a reference name and phone number.

### 3. Project Schedule and Management Plan

3. Weight: 10

The Contracting Agency's anticipated NTP date for this project is **February 13, 2018**. The Substantial Completion date is **June 30, 2018** and Final Completion is scheduled for **60 days after Substantial Completion**. Address your team's projected workload during the scheduled time for this project. Provide a narrative and graphic Project Schedule which shows how your team will achieve (or beat) this schedule and address major project components including:

- a) Design and Approvals
- b) Materials procurement and delivery
- c) Site preparation and construction
- d) Phasing of Construction
- e) Inspections by design professionals
- f) Substantial and Final Completion

The most specific schedule is desired (dates in lieu of time blocks, time blocks in lieu of ranges etc.)

Discuss your proposed management plan and indicate the following:

- a) Organization structure, chain of command, decision authority, and communications.
- b) Construction approach including: logistics, use of local labor, etc.
- c) Procedure for solving problems on the project.

The schedule may be on one (1) 11x17 sheet, which **will** be counted as one (1) page toward the proposal page limit.

### 4. Design Narratives/Drawings

4. Weight: 30

Response must demonstrate knowledge of project requirements. Provide a design narrative for the approach and the pioneer roads. Include - but do not limit discussion to - quality of materials, durability, etc. Define your approach to the problem and to proposed solutions based on project narrative and design requirements.

### 5. Alaska Bidder (Offeror) Preference

5. Weight: 10

To be granted this preference:

***Offeror must claim the Alaska Bidder (Offeror) Preference on page one of Section 00300. In claiming the Alaska Bidder (Offeror) Preference on page one of Section 00300, the Offeror is certifying that they meet the following requirements per AS 36.30.990:***

- (A) Firm holds a current Alaska Business License;
- (B) Proposal is submitted under the name as appearing on the Firm's current Alaska Business License;
- (C) Firm has maintained a place of business within Alaska, staffed by the Firm or an employee of the Firm, for a period of six months immediately preceding the date of the offer;
- (D) Firm is incorporated or qualified to do business under the laws of the State of Alaska, is a sole proprietorship, and the proprietor is a resident of Alaska, is a limited liability company organized under AS 10.50 and all members are residents of Alaska, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of Alaska; and
- (E) If the Firm is a Joint Venture, it is composed entirely of entities that qualify under (A) - (D).

*Response will be scored: Rating x Number of Evaluators x Weight = Criterion Score. Rating will be as follows:*

*An Alaska Offeror's preference (i.e. a Rating of 5) will be assigned to the proposal of an Offeror who certifies (by claiming the preference on page one of Section 00300) that they are an Alaska bidder (offeror) as described above.*

*No Alaska Offeror's preference (i.e. a Rating of 0) will be assigned to the proposal of an Offeror who does not certify (by claiming the preference on page one of Section 00300) that it qualifies as an Alaska bidder (offeror) as described above.*

*No narrative response to this criterion is required within the Offeror's Proposal.*

### 6. Price Proposal

6. Weight: 30

Provide a Price Proposal (as instructed by the Submittal Checklist) for all design, labor, subcontracts, equipment, expenses, etc., in compliance with the Project Manual. Submit a completed DB Price Proposal (Section 00310), the Bid Schedule (Section 00312), and Bid Bond (Section 00410.)

The Price Proposal score will be calculated as follows:

$$\text{Criterion Score} = \frac{(\text{Lowest Adjusted Total Bid Amount} \times \text{MPP})}{\text{Offeror's Adjusted Total Bid Amount}}$$

Wherein: For the purpose of scoring, the Adjusted Total Basic Bid Amount will be the Adjusted Total Bid Amount as stated on the Bid Schedule, and:

The MPP (Maximum Possible Points) will equal (5) x (# of Evaluators) x (Weight assigned to Criterion).

**CAUTION – Funding is limited for this project. Price Proposals that exceed \$320,000.00 for the Total Bid (line a. on the Bid Schedule) MAY be considered non-responsive.**

# DESIGN BUILD (DB) PROPOSAL FORM

## Competitive Sealed Proposals - Design Build (DB) - AS 36.30.200(c)

**THIS FORM MUST BE THE FIRST PAGE OF EACH COPY OF PROPOSAL.** Attach criteria responses as explained in the Submittal Checklist. ***No transmittal letter or cover sheet will be used.***

Project: **Pioneer road construction, MP 136.5 Glenn Highway**

Program No:

**OFFEROR (PRIME CONTRACTOR)**

Contractor :

Street :

P.O. Box :

City, State, Zip :

Alaska Business License Number :

General Contractor Registration No. :

Federal Tax Identification No. :

Individual(s) to sign contract :

Title(s) :

Type of business enterprise (check one) : ..... ☐ Corporation in the state of

☐ Individual ☐ Partnership ..... ☐ Other(specify)

**ALASKA STATUTORY PREFERENCES (IF NO FEDERAL FUNDING)**

Check the applicable preferences that you claim for the proposed contract (reference Criteria 5 & 6 in Section 00022): ☐ Alaska Bidder (Offeror) **AND>>** ☐ Veterans **AND>>** ☐ Employment Program or ☐ Disabled Persons

**PROPOSED SUBCONTRACTOR(S)**

<u>Subcontractor</u>	<u>AK Business License No.</u>	<u>Contractor Registration No.</u>

## ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the RFP (give number and date of each).

<u>Addenda</u>	<u>Date Issued</u>	<u>Addenda</u>	<u>Date Issued</u>	<u>Addenda</u>	<u>Date Issued</u>

## CERTIFICATIONS

I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and, that the requirements of the Certifications on page 2 of this form for: 1) Alaska Licenses/Registrations, 2) Insurance, 3) Cost and Pricing Data, and 4) Covenant Against Contingent fees - will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors. The undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association or corporation of which he is a member, a Offerer on this project has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with this proposal. This proposal is valid for at least ninety days.

Signature:

Name:

Date ....:

Title:

Telephone(voice/fax) ..... :

Email Address ..... :

## **CERTIFICATION FOR ALASKA BUSINESS LICENSES/REGISTRATIONS**

Contractor and all Subcontractors shall comply with the following applicable requirements of Alaska Statutes prior to contract award unless otherwise noted **(NOTE: MANY LICENSES EXPIRE AT THE END OF A CALENDAR YEAR. OFFERORS SHOULD ENSURE THAT ALL LICENSES/REGISTRATIONS, OR AT MINIMUM, THOSE REQUIRED TO BE IN PLACE PRIOR TO SUBMITTAL OF PROPOSALS ARE CURRENT):**

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) for the Prospective Proposer prior to contract award. Required for Construction Subcontractors prior to submittal of proposals.
2. **Certificate of Registration** (Form 08-2407) as required by AS 08.18.011 for Construction Contractors, including General Contractors, Specialty Contractors (AS 08.18.024), Residential Contractors (AS 08.18.025), Electrical Contractors (AS 08.18.026), and Mechanical Contractors (AS 08.18.028). Required for the Prospective Proposer prior to contract award. Required for Construction Subcontractors prior to submittal of proposals.
3. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
4. **Certificate of Authorization for Corporate Practice** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.241). Corporations offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain corporate registration before contract award (AS 08.48.241).
5. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-Of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
6. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (reference AS 08.48.241) which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
7. **All partners** in a Partnership to provide Architectural, Engineering, or Land Surveying **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
8. **Partnerships and Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Partnership or Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).

## **CERTIFICATION FOR INSURANCE**

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of General Conditions of the Construction Contract for Buildings, Article 5 - Bonds, Insurance and Indemnification.

## **CERTIFICATION - COST AND PRICING DATA**

In accordance with AS 36.30.400, any cost and pricing data submitted herewith, or in any future price proposals for the proposed contract, will be accurate, complete and current as of the date submitted and will continue to be accurate and complete during the performance of the contract, if awarded.

## **COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Contracting Agency the right to annul the contract, or, at its discretion, to deduct from the contract price, the amount of such commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.



# DESIGN BUILD (DB) PRICE PROPOSAL

Competitive Sealed Proposals - Design Build - AS 36.30.200(c)

**Project: Pioneer road construction, MP 136.5 Glenn Highway**

Price Proposal of ..... : \_\_\_\_\_

Address ..... : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To the CONTRACTING OFFICER of the DEPARTMENT OF NATURAL RESOURCES:

In compliance with your REQUEST FOR PROPOSAL the Undersigned proposes to furnish and deliver all the material and do all the work and labor required in the construction of the above identified project located at or near:

## **Pioneer road construction, MP 136.5 Glenn Highway**

according to the Project Manual and for the amount and prices named herein as indicated on the Bid Schedule consisting of **1** sheet(s), which is made a part of this Price Proposal.

The Undersigned declares that we have carefully examined the contract requirements and that we have made an examination of the site of the work; that we understand that the quantities, where such are specified in the Bid Schedule or in the Project Manual for this project, are approximate only and subject to increase or decrease, and that we are willing to perform increased or decreased quantities of work at unit prices proposed under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this Price Proposal, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying Bid Security shall be forfeited to the State of Alaska, Department of Transportation & Public Facilities as liquidated damages, and the said Contracting Officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within **10** calendar days and **to substantially complete the work by June 30, 2018**, unless extended in writing by the Contracting Officer.

The Undersigned proposes to furnish Payment Bond in the amount of 50% (of the contract) and Performance Bond in the amount of 50% (of the contract), as surety conditioned for the full, complete and faithful performance of this contract.

### NON-COLLUSION AFFIDAVIT

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association or corporation of which he is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with this proposal.

---

The Undersigned has read the foregoing proposal and hereby agrees to the conditions stated therein by affixing his/her signature below:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Person Signing

\_\_\_\_\_  
Telephone Number



## INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

### Special Note:

All procurements, except those funded from Federal sources, shall contain Contract provisions for the preference of Alaska products. The products listed by the Bidder or Proposer on this worksheet must have current certifications from the Alaska Products Preference program as of the date specified for bid opening or the proposal due date in order to be considered for the Alaska Products preference. A product with an expired Certification as of the date specified for bid opening or the proposal due date, will not be considered for the Alaska Products preference. In addition, and in accordance with the program, the products must be specified for use on the project. The listing of Certified Products is available from <http://www.commerce.state.ak.us/oed/prodpref/prodpref.htm>.

### BIDDERS INSTRUCTIONS:

**A. General.** The Contracting Agency may request documentation to support entries made on this form. False presentations may be subject to AS 36.30.687. All Bidder's entries must conform to the requirements covering bid preparations in general. Discrepancies in price extensions shall be resolved by multiplying the declared total value times the preference percentage and adjusting any resulting computation accordingly.

### **B. Form Completion - BASIC BIDS.**

(1) Enter project number and name, the words "Basic Bid" and the CONTRACTOR'S name in the heading of each page as provided.

(2) The Bidder shall compare those candidate products appearing on the preference listing (see Special Notice comments above) against the requirements of the technical specifications appearing in the contract documents. If the Bidder determines that a candidate product can suitably meet the contract requirements, then that product may be included in the worksheet as follows.

(3) For each suitable product submitted under the "Basic Bid" enter:

- ! the product name, generic description and its corresponding technical specification section number under the heading "PRODUCT",
- ! the company name of the Alaska producer under the heading "MANUFACTURER", and,
- ! the product class (I, II, or III) and preference percentage (3, 5, or 7%, respectively) under the "CLASS/%" heading.

(4) For each product appearing on the list and to be utilized by the CONTRACTOR enter:

- ! under the heading "TOTAL DECLARED VALUE" the manufacturer's quoted price of the product, (caution: this value is to be the manufacturer's quoted price at the place of origin and shall not include costs for freight, handling or miscellaneous charges of incorporating the product into the Work), and
- ! the resulting preference--ie.: the preference percentage times the total declared value amount -- under the heading "REDUCTION AMOUNT".

(5) Continue for all "suitable" basic bid products. If the listing exceeds one page enter the words "Page #\_\_SUB" in front of the word "TOTAL" and on the first entry line of the following page enter "SUBTOTAL OF REDUCTION AMOUNT FROM PREVIOUS PAGE".

(6) On the final page of the listing enter "BASIC BID PREFERENCE GRAND" immediately before the word "TOTAL".

(7) Total the entries in the "REDUCTION AMOUNT" column for each page by commencing at the first entry for that page. If a continuation page exists, ensure that the subtotal from the previous page is computed into the running total. Number pages as appropriate.

(8) Compute a Grand Total for the Basic Bid Preference. Enter this amount on the final page of the worksheet and at line or column "C" on the Bid Schedule or Bid Schedule Summary Sheet as appropriate. Submit worksheet(s) with Bid Schedule Summary Sheet.

### **C. Forms Completion - ALTERNATE BIDS.**

(1) Enter project number and name, the words "ALTERNATE BID #\_\_\_\_\_", and CONTRACTOR'S name in the heading of each page as provided.

(2) On the first entry line enter "ADDITIONAL ALASKA PRODUCTS FOR ALTERNATE BID #\_\_\_\_\_", and repeat procedures 2 through 5 under part B of these Bidder's instructions except that references to "Basic Bid" shall be replaced with the words "Alternate Bid #\_\_\_\_\_".

(3) Following the listing of all additional Alaska products enter the words "ADDITIONAL PRODUCTS PREFERENCE FOR ALTERNATE BID #\_\_\_\_\_-SUBTOTAL" and enter a subtotal amount for all additional products as listed. Subtotal amount to be determined by adding all additional product entries in the "REDUCTION AMOUNT" column.

(4) Skip three lines and enter "LESS THE FOLLOWING NON-APPLICABLE ALASKA PRODUCTS".

(5) Beginning on the next line enter the product name and manufacturer of each Alaska Product appearing on the "Basic Bid" listing which would be deleted or reduced from the Project should the "Alternate Bid" be selected. Details of entry need only be sufficient to clearly reference the subject product. (ie. "Prehung Doors by Alaska Door Co. in lieu of "Prehung Solid Core Wood Door, model "Super Door", Section 08210, by Alaska Door Co., Anchorage.) Products being reduced shall specify the amount of the reduction. Should no products require deletion enter "None". When a product is listed as a "NON-APPLICABLE ALASKA PRODUCT" for this alternate bid and if under the basic bid the Bidder received a preference on his basic bid as a result of that product, then the applicable entries under the headings "TOTAL DECLARED VALUE" and "REDUCTION AMOUNT" (for each product and from the basic bid listing) shall also be entered into the corresponding headings of this form. Where only a portion of the product has been deleted, the entry (which will differ from those on the basic bid listing) may be "pro-rated" or as otherwise substantiated.

(6) Following the listing of all non-applicable Alaska products enter the words "NON-APPLICABLE PRODUCTS PREFERENCE FORM BASIC BID --SUBTOTAL" and enter a subtotal amount for all non-applicable products as listed. Subtotal amount to be determined by adding all non-applicable entries in the "REDUCTION AMOUNT" column.

(7) At the bottom of the final page enter the words "ALTERNATE BID #\_\_\_\_PREFERENCE GRAND" immediately before the word "TOTAL".

(8) Compute a Grand Total for the Alternate Bid Preference (for Alternate #\_\_\_\_\_) by subtracting the non-applicable product preference subtotal from the additional product preference subtotal. Enter on the final page as provided and at the corresponding line in column "C" on the Bid Schedule Summary Sheet. Submit worksheet(s) with the Bid Schedule Summary Sheet.

(9) A separate listing for each alternate bid is required.

# DESIGN BUILD (DB) BID SCHEDULE

Competitive Sealed Proposals – Design/Build – AS 36.30.200(c)

**Project: Pioneer road construction, MP 136.5 Glenn Highway    Program No.:**

Offerors, please read the following carefully before preparing this bid schedule:

The Offeror shall insert a fixed price in figures opposite each pay item which appears in the bid schedule. No price is to be entered or tendered for any item not appearing in the bid schedule.

Conditioned or qualified proposals will be considered non-responsive. The State wants to get the greatest amount of linear feet of road completed as possible within our budget of \$320,000.

**NOTICE:** Price Proposals will be evaluated as described in the Evaluation Criteria under "Price."

Pay Items:

Item	Desc	Unit	Unit Price	Qty	Ext. Price
401(1)	Hot Mix Asphalt Type II, Grade B (only req'd if batch plant within 50 miles)	Ton	\$_____	13.5	\$_____
603(1)	24Inch CSP	LF	\$_____	150	\$_____
613(2)	Culvert Marker Post	Each	\$_____	6	\$_____
615(1)	Standard Sign (Stop Sign)	Sq ft	\$_____	5	\$_____
639(101)	Commercial Driveway (Approach)	LS		1	\$_____
	Pioneer Road`	LF	\$_____		\$_____
	Subtotal (add extended prices)				\$_____
	Alaska Bidder's Preference (Subtract 5% of Subtotal)				\$_____
	Alaska Veteran-Owned Business Preference (Subtract 5% of Subtotal – not to exceed \$5,000)				\$_____
	Alaska Products Preference (attach worksheets)				\$_____
	Adjusted Total Bid Amount				\$_____

\_\_\_\_\_  
Contractor's Name (Printed)

\_\_\_\_\_  
Business License Number,

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Contractor's Registration Number,

\_\_\_\_\_  
Expiration Date

# DESIGN BUILD (DB) BID BOND

Competitive Sealed Proposals - Design Build - AS 36.30.200(c)

**Project: Pioneer road construction, MP 136.5 Glenn Highway    Program No.**

(See Instructions on Reverse)				DATE BOND EXECUTED	
PRINCIPAL (Legal name and business address)				TYPE OF ORGANIZATION	
				<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION	
				STATE OF INCORPORATION	
SURETY(IES) (Name and business address)					
A.		B.		C.	
PENAL SUM OF BOND				DATE OF PROPOSAL	
<p>We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.</p> <p>THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid/proposal in writing, date as shown above, on <b><u>Project: Pioneer road construction, MP 136.5 Glenn Highway, in accordance with contract documents filed in the office of the Contracting Officer, and under the Request for Proposals therefor, and is required to furnish a bond in the amount stated above.</u></b></p> <p>If the Principal's bid is accepted and he is offered the proposed contract for award, and if Principal fails to enter into the contract, then the obligation to the State created by this bond shall be in full force and effect.</p> <p>If the Principal enters into the contract, then the foregoing obligation is null and void.</p>					
PRINCIPAL					
Signature(s)	1.	2.	3.	Corporate Seal	
Name(s) & Titles (Typed)	1.	2.	3.		
CORPORATE SURETY(IES)					
S U R E T Y  A	Name of Corporation		State of Incorporation	Liability Limit \$	
	Signature(s)	1.	2.	Corporate Seal	
	Name(s) & Titles (Typed)	1.	2.		

CORPORATE SURETY(IES) (Continued)				
S U R E T Y  B	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles (Typed)	1.	2.	
CORPORATE SURETY(IES) (Continued)				
S U R E T Y  C	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles (Typed)	1.	2.	

### INSTRUCTIONS

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included). Bid Bond shall be in an amount not less than 5% of the contract bid price.
5. The scheduled submittal deadline for proposals shall be entered in the space marked Date of Bid .
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the submittal deadline for proposals.



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

## ALASKA VETERAN'S PREFERENCE AFFIDAVIT

In response to the Invitation to Bid for:

Project Name Pioneer Road MP 136.5 Glenn Highway Design/Build

I certify under penalty of perjury that \_\_\_\_\_  
(Name) qualifies for the Alaska Veteran's Preference under the following conditions:

- (a) If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), then a five percent bid preference shall be applied to the bid price (preference may not exceed \$5,000).
- (b) "Qualifying entity" means a:
  - (1) Sole proprietorship owned by an Alaska Veteran;
  - (2) Partnership under AS 32.06 or AS 32.11 if a majority of the members are Alaska Veterans;
  - (3) Limited liability company organized under AS 10.50 if a majority of the individuals are Alaska Veterans.
  - (4) Corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.
- (c) "Alaska Veteran" means an individual who is a:
  - (1) Resident of this state; and
  - (2) Veteran; means an individual who:
    - (A) Served in the:
      - (i) Armed Forces of the United States, including a reserve unit of the United States armed forces; or
      - (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
    - (B) Was separated from the service under a condition that was not dishonorable.
- (d) To qualify for a preference under this section, a bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided, or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date





This form may be duplicated if additional pages are needed.

**Pioneer road construction**

MP 136.5 Glenn Highway, Nelchina  
Alaska Department of Natural Resources  
Division of Mining, Land & Water

00510-1

## **Standard Form of Agreement Between Owner and Design-Builder Lump Sum**

This **AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year of \_\_\_\_\_, by and between the following parties, for services in connection with the Project  
identified below.

**OWNER:**

**STATE OF ALASKA**  
Department of Natural Resources (Contracting Agency)  
550 W. 7<sup>th</sup> Ave., Suite 1330  
Anchorage AK 99501

**DESIGN-BUILDER:**

*(Name and address)*

**PROJECT:**

Pioneer road construction,  
MP 136.5 Glenn Highway, Nelchina  
Alaska Department of Natural Resources  
Division of Mining, Land & Water

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder  
agree as set forth herein.

### **Article 1**

#### **Scope of Work**

**1.1** Design-Builder shall perform all design and construction services, and provide all material,  
equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from  
the Contract Documents.

## **Pioneer Road**

MP 136.5 Glenn Highway, Nelchina  
Alaska Department of Natural Resources  
Division of Mining, Land & Water

00510-2

### **Article 2**

#### **Contract Documents**

- 2.1** The Contract Documents are comprised of the following:
- 2.1.1** All written modifications, amendments and change orders to this Agreement issued in accordance with Section 00920, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* ("General Conditions of Contract");
  - 2.1.2** This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder;
  - 2.1.3** The General Conditions of Contract;
  - 2.1.4** Owner's Project Criteria; including the Owner's Request for Proposals (RFP) dated January 8, 2018 and all addenda thereto, in their entireties.
  - 2.1.5** Design-Builder's Proposal, and Proposal Exhibits submitted in response to Owner's Project Criteria and Request for Proposals.
  - 2.1.6** Applicable sections of the Alaska Dept. of Transportation and Public Facilities Standard Specifications for Highway Construction, 2017 Edition referenced in the Project Manual

### **Article 3**

#### **Interpretation and Intent**

**3.1** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof with the lower numbered Contract Documents having precedence over higher numbered Contract Documents. Within listed documents or group of documents, the later dated shall have precedence over the earlier, and specific requirements shall have precedence over general requirements.

**3.2** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

**3.3** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

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### **Ownership of Work Product**

**4.1 Work Product.** All drawings, specifications and other documents and electronic data furnished by Design-Builder to Owner under this Agreement ("Work Product"), except items which have pre-existing copyrights, are the property of the Owner. Payments to the Design-Builder for services hereunder include full compensation for all work products produced by the Design-Builder and its Subcontractors and the Owner shall have royalty free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such work products.

**4.2 Owner's Limited License.** Owner shall own a paid-up, nonexclusive, royalty-free license to use and utilize the Work Product in connection with the Owner's design and construction of the Project.

**4.3 Owner' Responsibility for Use of the Work Product Except in Connection with the Work.** Should the Owner elect to reuse Work Products provided under this Agreement for other than the original project and/or purpose, the Owner will indemnify the Design-Builder and its Subcontractors against any responsibilities or liabilities arising from such reuse. Additionally, any reuse of design drawings or specifications provided under this Agreement must be limited to conceptual or preliminary use for adaptation and the original Design-Builder's or Subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed and dated by the professional who is in direct supervisory control and responsible for all adaptation.

### **Article 5**

#### **Contract Time**

**5.1 Date of Commencement.** The Work shall commence within ten (10) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

#### **5.2 Substantial Completion and Final Completion**

**5.2.1 Scheduled Substantial Completion Date:** Substantial Completion of all Work shall be achieved no later than **June 30, 2018**.

**5.2.2** Not Used

**5.2.3** Final Completion of the Work or identified portions of the Work shall be achieved within the time frame identified in 00510-5.4.

**5.2.4** All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

**5.3 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

**5.4 Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the **Scheduled Substantial Completion Date**, Owner will suffer damages which are difficult to

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determine. Consequently this contract provides for an assessment of liquidated damages which is a reasonable forecast of the damages likely to occur in the event of breach under differing circumstances.

The following are two different circumstances or scenarios where liquidated damages will be assessed. Owner may recover these damages from retained progress payments, payment by Design-builder or its surety. Design-builder is liable for all Liquidated Damages accruing under this contract.

### **Scenario #1: Design-Builder fails to substantially complete the work by the Scheduled Substantial Completion Date:**

Design-Builder agrees that if Substantial Completion is not attained by the **Scheduled Substantial Completion Date**, it shall be liable for **Six Hundred Fifty and 00/100 Dollars (\$650.00)** in liquidated damages for each day that Substantial Completion extends beyond the **Scheduled Substantial Completion Date**.

### **Scenario #2: Design-Builder fails to achieve final completion within 60 days of achieving Substantial Completion:**

Design-Builder agrees that if Final Completion is not attained within 60 days of the actual Substantial Completion Date, it shall be liable for **One Hundred and 00/100 Dollars (\$100.00)** in liquidated damages for each day that Substantial Completion extends beyond the actual Substantial Completion Date.

If no money is due the Design-Builder, the Owner shall have the right to recover these sums from the Design-Builder, from the Surety, or from both. Permitting the Design-Builder to continue and finish the work or any part of it after the Contract time has elapsed or the completion date has passed does not waive the Owner's rights to collect liquidated damages under this section.

## **Article 6**

### **Contract Price**

**6.1 Contract Price.** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

**6.2 Markups for Changes.** If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9 of the General Conditions of Contract, markups shall be as provided for in Article 9.14 Contractors Fee:

## **Article 7**

### **Procedure for Payment**

#### **7.1 Progress Payments**

**7.1.1** Design-Builder shall submit to Owner on the seventh (7th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance

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with Article 6 of the General Conditions of Contract. However, the first Application shall not be submitted until the Design-Builder's schedule of values have been received and approved by the Owner.

**7.1.2** Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract and with AS 36.90.200(a), but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

### **7.2 Withholding Payments and Retainage on Progress Payments**

**7.2.1 Withholding Payments.** The Owner may withhold or refuse payment for any of the reasons listed below, provided it gives written notice of its intent to withhold and of the basis for withholding:

**7.2.1.1** The Work is defective, or completed Work has been damaged requiring correction or replacement, or has been installed without approval of shop drawings, or by an unapproved Subcontractor, or for unsuitable storage of materials and equipment;

**7.2.1.2** The Contract Price has been reduced by Change Order;

**7.2.1.3** The Owner has been required to correct defective Work or complete Work in accordance with Article 2.10.2 of the General Conditions of Contract.

**7.2.1.4** The Owner has actual knowledge of the occurrence of any of the events enumerated in Article 11.2.1 of the General Conditions of Contract;

**7.2.1.5** Claims have been made against the Owner or against the funds held by the Owner on account of the Design-Builder's actions or inactions in performing this Contract, or there are other items entitling the Owner to set off funds to satisfy such claims;

**7.2.1.6** Subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payments for reasons stated in Articles 7.2.1.1 through 7.2.1.5 above;

**7.2.1.7** The Design-Builder has failed to fulfill or is in violation of any of its obligations under any provision of this Contract.

**7.2.2 Joint Payment of Funds.** If the Owner has received written notice from the Surety that a Subcontractor, laborer or material man has not been paid as required in their contract with the Design-Builder for services performed, labor furnished or materials supplied; then the Owner may issue payment jointly to both the Design-Builder and Surety. If initiated, joint payment shall continue until notified in writing by the Surety that such action is no longer necessary.

**7.2.3 Retainage.** At any time the Owner finds that satisfactory progress is not being made it may in addition to the amounts withheld under Article 7.2.1 above retain a maximum amount equal to ten percent (10%) of the total amount earned on all subsequent progress payments. This retainage may be released at such time as the Owner finds that satisfactory progress is being made.

**7.2.4** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an

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amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

**7.3 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract.

**7.4 Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall accrued interest in accordance with the provisions of AS 36.90.200-290.

**7.5 Record Keeping and Finance Controls.** With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of five (5) years after Final Payment, or longer as required by applicable laws, Owner and Owner's representatives shall be afforded access from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of five (5) years after Final Payment.

## **Article 8**

### **Termination for Convenience**

**8.1** In accordance with Article 12.4 of Section 00920.

## **Article 9**

### **Representatives of the Parties**

#### **9.1 Owner's Representatives**

**9.1.1** Owner designates the individual listed below as its, Contracting Officer which individual has the authority and responsibility for avoiding and resolving disputes under Article 10 of the General Conditions of Contract:

Marlys Hagen, CPSM, CPPO, C.P.M.  
Procurement Officer  
Department of Natural Resources  
550 W. 7<sup>th</sup> Ave., Suite 1330  
Anchorage, Alaska 99501  
Phone: 907-269-8666

**9.1.2** Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Cliff Baker, Project Manager.  
Div. of Mining Land & Water  
Department of Natural Resources  
550 W. 7<sup>th</sup> Ave., Suite 650  
Anchorage, Alaska 99501  
Phone: 907-269-8522



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### **9.2 Design-Builder's Representatives**

**9.2.1** Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

## **Article 10**

### **Bonds and Insurance**

**10.1 Insurance and Indemnification.** Design-Builder shall procure in accordance with Article 5 of the General Conditions of Contract the following insurance coverages:

**10.1.1** The Design-Builder shall provide evidence of insurance with a carrier or carriers satisfactory to the OWNER covering injury to persons and/or property suffered by the State of Alaska or a third party, as a result of operations which arise both out of and during the course of this Contract by the DESIGN BUILDER or by any Subcontractor. This coverage will also provide protection against injuries to all employees of the DESIGN BUILDER and the employees of any Subcontractor engaged in Work under this Contract. The delivery to the OWNER of a written 30 day notice is required before cancellation of any coverage or reduction in any limits of liability. Insurance carriers shall have an acceptable financial rating.

**10.1.2** The DESIGN BUILDER shall maintain in force at all times during the performance of the work under this agreement the following policies and minimum limits of liability. Failure to maintain insurance may, at the option of the Contracting Officer, be deemed Defective Work and remedied in accordance with the Contract. Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this paragraph shall not limit the DESIGN BUILDER's responsibility to indemnify under paragraph 10.1.5. Additional insurance requirements specific to this Contract are contained in the Supplementary Conditions, when applicable.

- a. Workers' Compensation Insurance: The DESIGN BUILDER shall provide and maintain, for all employees of the DESIGN BUILDER engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The DESIGN BUILDER shall be responsible for Workers' Compensation Insurance for any Subcontractor who provides services under this contract. Coverage shall include:
  1. Waiver of subrogation against the State.
  2. Employer's Liability Protection in the amount of \$500,000 each accident / \$500,000 each disease.
  3. If the DESIGN BUILDER directly utilizes labor outside of the State of Alaska in the prosecution of the work, "Other States" endorsement shall be required as a condition of the contract.
  4. Whenever the work involves activity on or about navigable waters, the Workers' Compensation policy shall contain a United States Longshoreman's and Harbor Worker's Act endorsement, and when appropriate, a Maritime Employer's Liability (Jones Act) endorsement with a minimum limit of \$1,000,000.
- b. Comprehensive or Commercial General Liability Insurance: Such insurance shall cover all

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operations by or on behalf of the DESIGN BUILDER and provide insurance for bodily injury and property damage liability including coverage for: premises and operations; products and completed operations; contractual liability insuring obligations assumed under paragraph 10.1.5, Indemnification; broad form property damage; and personal injury liability.

The minimum limits of liability shall be:

1. If the DESIGN BUILDER carries a *Comprehensive General Liability* policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage and Personal Injury Liability of:

- a) \$1,000,000 each occurrence
- b) \$2,000,000 aggregate

2. If the CONTRATOR carries a *Commercial General Liability* policy, the limits of liability shall not be less than:

- a) \$1,000,000 each occurrence (Combined Single Limit for bodily injury and property damage)
- b) \$1,000,000 for Personal Injury Liability
- c) \$2,000,000 aggregate for Products-Completed Operations
- d) \$2,000,000 general aggregate

The State of Alaska, DEPARTMENT of Natural Resources shall be named as an "Additional Insured" under all liability coverages listed above.

c. Automobile Liability Insurance: Such insurance shall cover all owned, hired and non-owned vehicles and provide coverage not less than that of the Business Automobile Policy in limits not less than the following:

\$1,000,000 each occurrence  
(Combined Single Limit for bodily injury and property damage.)

d. Other Coverages:  
As specified in the General Conditions.

**10.1.3** In addition to providing the above coverages the DESIGN BUILDER shall, in any contract or agreement with Subcontractors performing work, require that all indemnities and waivers of subrogation it obtains, and that any stipulation to be named as an additional insured it obtains, also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as additional named indemnity and as additional insured.

Evidence of insurance shall be furnished to the OWNER prior to the award of the contract. Such evidence, executed by the carrier's representative and issued to the OWNER, shall consist of a certificate of insurance or the policy declaration page with required endorsements attached thereto which denote the type, amount, class of operations covered, effective (and retroactive) dates, and dates of expiration. Acceptance by the OWNER of deficient evidence does not constitute a waiver of contract requirements.

When a certificate of insurance is furnished, it shall contain the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of (Project Name and Number).

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### 10.1.4 Design Builders Professional Liability.

- a. **Design Professional Liability (E&O) Insurance.** A policy providing coverage for claims involving design errors or omissions of the design professionals employed by the Design Builder, Subcontractor or anyone directly or indirectly employed by them, for professional services and design documents provided under this Agreement. Professional liability policy(s) may be provided by the individual professionals as a subcontractor to the General Contractor. Such Professional Liability policy shall provide for an aggregate limit of not less than \$1,000,000. The Department shall be listed as the Certificate Holder for this policy whether provided by the Design Builder or Subcontractor. If a project specific policy is provided, at the conclusion of the work, and as part of the Certificate of Substantial Completion, the Design-Builder shall transmit to the Owner a certificate of insurance indicating that the policy has been prepaid for 12 months from the Date of Substantial Completion.

**10.1.5 Indemnification:** The DESIGN BUILDER shall indemnify, save harmless, and defend the OWNER, its agents and its employees from any and all claims, actions, or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from the construction or the DESIGN BUILDER's performance of this Contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the OWNER's negligence.

**10.2 Bonds and Other Performance Security.** Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security: Bid Bond at 5% of total bid amount (see sections 00410 and 00020), Performance Bond at 50% of the total bid amount (see section 00610) and Payment Bond at 50% of the total bid amount (see section 00620).

## Article 11

### Other Provisions

**11.1** Other provisions, if any, are as follows:

**11.2 Information and Services from Others.** The Owner may, at its election or in response to a request from the Design-Builder, furnish information or services from other contractors. If, in the Design-Builder's opinion, such information or services is inadequate, the Design-Builder must notify the Owner of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. The Owner will then evaluate and resolve the matter in writing. Unless so notified by the Design-Builder, the Owner may assume the information or services provided are adequate.

**11.3 Equal Employment Opportunity.**

**11.3.1** The Design-Builder shall comply with the following applicable laws and directives and regulations of the Owner which effectuate them; all of which are incorporated herein by reference:

- Title IV of Federal Civil Rights Act of 1964;
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. – 2000d et seq.) as implemented by

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### DoD Regulations 32 CFR Part 195

- Executive order 11246 [3CFR, 1964-1965 Comp. p. 339], as implemented by Department of Labor regulations issued thereunder 941 CFR part 60)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.-794) as implemented by Department of Justice Regulations at 28 CFR part 41 and DoD Regulations at 32 CFR Part 56
- Age Discrimination Act of 1975 (42 U.S.C-6101 et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR Part 90
- Federal Executive Order 11625 (Equal Employment Opportunity);
- Title 41, Code of Federal Regulations, Part 60 (Equal Employment Opportunity);
- Title 49 Code of Federal Regulations, Part 21 (Discrimination);
- Title 49, Code of Federal Regulations, Part 23 (Minority Business Enterprises);
- Office of Management and Budget (OMB) circular 102, Attachment O (Procurement Standards);
- Alaska Statute (AS) 18.80.200-300 (Discrimination).

**11.3.2** The Design-Builder may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical disability, sex, or marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on such basis. The Design-Builder shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, physical disability, sex, or marital status. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Design-Builder shall post in conspicuous places, available employees and applicants for employment, notices setting out the provisions of this paragraph.

**11.3.3** The Design-Builder shall state, in all solicitations or advertisements for employees to work in performance of this Agreement, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical disability, sex, or marital status.

**11.3.4** The Design-Builder shall send to each labor union or representative or workers with which the Design-Builder has a collective bargaining Agreement or other contract or understanding a notice advising the labor union or workers' representative of the Design-Builder's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

**11.3.5** In the event the Design-Builder subcontracts any part of the services to be performed under this Agreement, the Design-Builder agrees to make good faith efforts to utilize Disadvantaged Business Enterprises, to affirmatively solicit their interest, capability and prices and to furnish documentation of the results of all such direct contacts on forms provided by or acceptable to the Owner.

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**11.3.6** The Design-Builder shall make, keep and preserve such records necessary to determine compliance with equal employment opportunity obligations and shall furnish required information and reports. All records must be retained and made available in accordance with Article A9, Audits and Records.

**11.3.7** The Design-Builder shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its Subcontractors, so that these provisions will be binding upon each Subcontractor.

**11.4 Owner Inspections.** The Owner has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the Design-Builder as may be engaged in the performance of this Agreement.

**11.5 Officials Not to Benefit.** No member of or delegate to Congress, United States Commissioner or other officials of the Federal, State, Political subdivision or Local Government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom.

### **11.6 Independent Contractor**

**11.6.1** The Design-Builder and its agents and employees shall act in an independent capacity and not as officers or agents of the Owner in the performance of this Agreement except that the Design-Builder may function as the Owner's agent as may be specifically set forth in this Agreement.

**11.6.2** Any and all employees of the Design-Builder, while engaged in the performance of any work or services required by the Design-Builder under this Agreement, shall be considered employees of the Design-Builder only and not of the Owner and any and all Claims that may or might arise under the Worker's Compensation Act on behalf of said employees, while so engaged and any and all Claims made by a third party as a consequence of any negligent act or omission on the part of the Design-Builder's employees, while so engaged on any of the services to be rendered herein, shall be the sole obligation and responsibility of the Design-Builder.

**11.6.3** This Agreement will be declared null and void should the Owner determine that by Internal Revenue Service definitions the Design-Builder is an employee of the Owner.

**11.7 Proselytizing.** The Design-Builder agrees that it will not engage on a full or part time basis, during the period of this Agreement, any person or persons who are or have been employed by the Owner during the period of this Agreement or during the 90 days immediately preceding the date of this Agreement except those who have been regularly retired or approved in writing by the Owner.

### **11.8 Covenant Against Contingent Fees**

**11.8.1** The Design-Builder shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Federal Department of Labor regulations (29 CFR, part 3), which are incorporated by reference and made a part of this Agreement.

**11.8.2** The Design-Builder warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this Agreement and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement

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without liability or, in its discretion, to deduct from the allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.

**11.8.3** The Owner warrants that the Design-Builder or the Design-Builder's representative has not been required, directly or indirectly as an express or implied condition in obtaining or carrying out this Agreement, to employ or retain, or agree to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

### 11.9 Extent Of Agreement

**11.9.1** This Agreement including appendices represents the entire and integrated Agreement between the Owner and the Design-Builder and supersedes all prior negotiations, representations or Agreements, written or oral.

**11.9.2** Nothing contained herein may be deemed to create any contractual relationship between the Owner and any Subcontractors or material suppliers; nor may anything contained herein be deemed to give any third party Claim or right of action against the Owner or the Design-Builder which does not otherwise exist without this Agreement.

**11.9.3** This Agreement may be changed only by written Amendment executed by both the Owner and the Design-Builder.

**11.9.4** All communications that affect this Agreement must be made or confirmed in writing and must be sent to the addresses designated in this Agreement.

**11.9.5** The Design-Builder on receiving final payment will execute a release, if required, in full of all Claims against the Owner arising out of or by reason of the services and work products furnished and under this Agreement.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

### OWNER:

### DESIGN-BUILDER:

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Name of Design-Builder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**General Conditions  
of Contract Between Owner and Design-Builder**

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## **Article 1**

### **General**

#### **1.1 Mutual Obligations**

**1.1.1** Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

#### **1.2 Basic Definitions**

**1.2.1** *Agreement* refers to the executed contract between Owner and Design-Builder under article 00510.

**1.2.2** *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

**1.2.3** *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.

**1.2.4** *Hazardous Materials and Waste* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements. This term is further defined in Article 13 - Design-Builder Generated Hazardous Materials and Waste.

**1.2.5** *General Conditions of Contract* refer to this section of the contract.

**1.2.6** *Regulatory Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

**1.2.7** *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements. Owner's Project Criteria includes the Owner's Request for Qualifications (RFQ) and the Owner's Request for Proposals (RFP) in their entireties.

**1.2.8** *Site* is the land or premises on which the Project is located.

**1.2.9** *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include firms that employ Design Consultants, materialmen and suppliers.

**1.2.10** *Sub-Subcontractor* (lower tier subcontractor) is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include firms that employ Design Consultants, materialmen, and suppliers.

**1.2.11** *Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Project or a portion thereof for its intended purposes.



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**1.2.12** *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

**1.2.13** *Contracting Officer* is the individual identified in the Agreement and authorized by the Owner to execute the Agreement between the Owner the Design-Builder.

## **Article 2**

### **Design-Builder's Services and Responsibilities**

#### **2.1 General Services**

**2.1.1** Design-Builder's Project Manager shall be reasonably available to Owner and shall have the necessary expertise and experience required to manage the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Project Manager may be replaced only with the mutual agreement of Owner and Design-Builder.

##### **2.1.1.1 Construction Superintendence by Design-Builder:**

During any onsite construction activities, the Design-Builder shall keep on the Work at all times during its progress a competent resident superintendent. The Owner shall be advised in writing of the superintendent's name, local address, and telephone number. This written advice is to be kept current until Final Acceptance by the Owner. The superintendent will be the Design-Builder's representative at the site and shall have full authority to act and sign documents on behalf of the Design-Builder. The Design-builders superintendant shall be the OWNERS primary point of contact during the construction phase and shall be reasonably available to OWNER during normal business hours or at any time that construction work is active.

All communications given to the superintendent shall be as binding as if given to the Design-Builder. The Design-Builder shall cooperate with the Owner in every way possible

##### **2.1.1.2 Character of the Workers:**

The CONTRACTOR shall provide a sufficient number of competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. The Contracting Officer may, in writing, require the CONTRACTOR to remove from the Work any employee the Contracting Officer deems incompetent, careless, or otherwise detrimental to the progress of the Work, but the Contracting Officer shall have no duty to exercise this right.

##### **2.1.1.3 Design-Build Team:**

All services must be performed by or under the direct supervision of the individuals and or subcontractors identified in the Design Builders proposal as incorporated into the contract by Section 00510 Article 2.1.5. Replacement of, or addition to, the Design-Build Team identified above shall only be accomplished only by prior written approval from the Contracting Agency.

**2.1.2** Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (iv) other items require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

**2.1.3** Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall be prepared in accordance Section 01320. The schedule shall be revised only as prescribed in Section 1320. Owner's review of and response to the schedule shall not be construed as

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relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

**2.1.4** The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

### **2.2 Design Professional Services**

**2.2.1** Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. The Owner is a third-party beneficiary of the contracts between the Design-Builder and the Design Consultants. Without limiting the generality of the foregoing, the Owner is a third-party beneficiary of the duty of care owed by the Design Consultant to the Design-Builder.

### **2.3 Standard of Care for Design Professional Services**

**2.3.1** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, if the parties agree upon specific performance standards for any aspect of the Work, which standards are set forth below in the paragraph entitled "Performance Standard Requirements," the design professional services shall be performed to achieve such standards.

#### **2.3.2 Performance Standard Requirements.**

**2.3.2.1** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession that possess the same or similar skills and experiences as the Design-Builder, as evidenced by the Design-Builder's Statement of Qualifications submitted in response to the Owner's Request for Qualifications (RFQ). Such Statement of Qualifications is attached to and made a part of this Agreement. This remedy of reperformance shall be in addition to, and not exclusive of, any other remedy allowed by law.

**2.3.2.2** When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Owner's Contracting Officer.

**2.3.2.3** The Design-Builder shall correct, through reperformance at its expense, any service which is deficient or defective because of the design-builder's failure to perform said services in accordance with professional standards, provided Owner has notified the Design-builder in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

### **2.4 Design Development Services**

**2.4.1** Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings will be maintained by Design-Builder and provided to all attendees for review. Following the design

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review meeting, Owner shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

**2.4.2** Design-Builder shall submit to Owner, Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

**2.4.3** Owner's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

**2.4.4** Not Used.

## **2.5 Regulatory Requirements**

**2.5.1** Design-Builder shall perform the Work in accordance with all Regulatory Requirements and shall provide all notices applicable to the Work as required by the Regulatory Requirements.

**2.5.2** The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Regulatory Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Regulatory Requirements.

## **2.6 Government Approvals and Permits**

**2.6.1** Design-Builder shall obtain and pay for all necessary building and occupancy permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project. The Design-Builder shall cooperate with and assist the Owner to obtain the necessary zoning and land-use permits.

**2.6.2** Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

## **2.7 Design-Builder's Construction Phase Services**

**2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor under contract to Owner, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

**2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

**2.7.3 Subcontractors:**

The Design-Builder may utilize the services of appropriately licensed Subcontractors on those parts of the Work which, under normal contracting practices, are performed by Subcontractors, in accordance with the following conditions:

**2.7.3.1** The Design-Builder shall not award any Work to any Subcontractor without prior written Approval of the Contracting Officer. This Approval will not be given until the Design-Builder submits to the Contracting Officer a written statement concerning the proposed award to the Subcontractor which shall contain required Equal Employment Opportunity documents, evidence of insurance whose limits are acceptable to the Owner, and an executed copy of the subcontract. All subcontracts shall contain provisions for prompt payment, release of retainage, and interest on late payment amounts and retainage as specified in A.S. 36.90.210. Contracts between subcontractors, regardless of tier, must also contain these provisions. No acceptance by the Contracting Officer of any such Subcontractor shall constitute a waiver of any right of the Owner to reject Defective Work.

**2.7.3.2** The Design-Builder shall be fully responsible to the Owner for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Design-Builder just as Design-Builder is responsible for Design-Builder 's own acts and omissions.

**2.7.3.3** All Work performed for Design-Builder by a Subcontractor will be pursuant to an appropriate written agreement between Design-Builder and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Owner and contains waiver provisions as required by Section 00510-Article 7.2.1 and termination provisions as required by Section 00920 Article 11.

**2.7.3.4** Nothing in the Contract Documents shall create any contractual relationship between the Owner and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Regulatory Requirements. The Owner will not undertake to settle any differences between or among the Design-Builder, Subcontractors, or Suppliers.

**2.7.3.5** The Design-Builder and Subcontractors shall coordinate their work and cooperate with other trades so to facilitate general progress of Work. Each trade shall afford other trades every reasonable opportunity for installation of their work and storage of materials. If cooperative work of one trade must be altered due to lack of proper supervision or failure to make proper provisions in time by another trade, such conditions shall be remedied by the Design-Builder with no change in Contract Price or Contract Time.

**2.7.3.6** The Design-Builder shall include on his own payrolls any person or persons working on this Contract who are not covered by written subcontract, and shall ensure that all Subcontractors include on their payrolls all persons performing Work under the direction of the Subcontractor.

**2.7.3.7** The Design-Builder may, without penalty, replace a subcontractor who:

1. Fails to comply with the licensing and registration requirements of AS 08.18;
2. Fails to obtain or maintain a valid Alaska Business License;
3. Files for bankruptcy or becomes insolvent;
4. Fails to execute a subcontract or performance of the work for which the subcontractor was listed, and the Design-Builder has acted in good faith;
5. Fails to obtain bonding acceptable to the Owner;
6. Fails to obtain insurance acceptable to the Owner;
7. Fails to perform subcontract work for which the subcontractor was listed;
8. Must be replaced to meet the Design-Builder's required state or federal affirmative action requirements.

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9. Refuses to agree to abide by the Design-Builder's labor agreement; or
10. Is determined by the Owner to be not responsible.

In addition to the circumstances described above, a Design-Builder may in writing request permission from the Owner to add a new subcontractor or replace a listed subcontractor. The Owner will approve the request if it determines in writing that allowing the addition or replacement is in the best interest of the state.

The Design-Builder shall submit a written request to add a new Subcontractor or replace a listed Subcontractor to the Contracting Officer a minimum of five working days prior to the date the new Subcontractor is scheduled to begin work on the construction site. The request must state the basis for the request and include supporting documentation acceptable to the Contracting Officer.

If a Design-Builder violates this article, the Contracting Officer may:

1. Cancel the Contract after Award without any damages accruing to the Department; or
2. After notice and hearing, assess a penalty on the bidder in an amount not exceeding 10 percent of the value of the subcontract at issue.

**2.7.4** Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

**2.7.5** Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

**2.7.6** Design-Builder shall keep the Site free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

### **2.7.7 BUY AMERICAN STEEL AND MANUFACTURED PRODUCTS. (Federal-Aid Contracts)**

**2.7.7.1** The Contractor agrees that only domestic steel and manufactured products will be used by the contractor, subcontractors, material, men, and suppliers in the performance of this contract, as defined below.

**2.7.7.2** The following terms apply to this clause:

- (1) Steel and Manufactured Products.** As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced or manufactured in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60% of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind, as the products referred to in subparagraphs **c.(1)** or **c.(2)** shall be treated as domestic.
- (2) Components.** As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
- (3) Cost of Components.** This means the costs for production of the components, exclusive of final assembly labor costs.

**2.7.7.3 Buy American Certificate.** Execution and submission of the Buy American Certificate Form 25D-061, is required. If there are no exceptions to be listed on the certificate, the bidder shall

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enter "NONE" on the first line.

If exceptions are listed on the Buy American Certificate, they shall meet at least one of the following criteria for the certificate to be considered appropriately executed:

- (1) Those products or materials that the U.S. Department of Transportation has determined, under the *Aviation Safety and Capacity Expansion Act of 1990*, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality. (The current list is included on the back of Form 25D-061.)
- (2) Those products or materials where the U.S. Department of Transportation has determined, under the *Aviation Safety and Capacity Expansion Act of 1990*, that domestic preference would be inconsistent with the public interest.
- (3) Where inclusion of domestic material will increase the cost of the overall project contract by more than 25%.

### 2.8 Design-Builder's Responsibility for Project Safety

**2.8.1** Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

**2.8.2** Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Regulatory Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Regulatory Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

**2.8.3** Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

### 2.9 Design-Builder's Warranty

**2.9.1** Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents fit for their intended purposes, and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Design-Builder or anyone for whose acts Design-Builder may be liable. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

**2.9.1.1 Qualifications:** Design-Builder warrants to the Owner that it and its Design Consultants, Subcontractors, suppliers, materials men, and manufacturers have specialized knowledge and expertise of the Work described in the Contract Documents, including, but not limited to, design, installation, construction details, methods, procedures, and techniques necessary to provide the specified Work at specific locations in the Project in accordance with the Contract Documents.

**2.9.1.2 Exclusion of Restrictions:** No warranty or guarantee shall be impaired, limited, reduced, or restricted for overseas shipment of Products, or Products installed outside of the "contiguous United States", or Products installed outside of the "continental United States", or Products installed outside of the "48 states", or Products installed in the forty ninth (49th.) state, or Products installed in the State of Alaska. No warranty or guarantee shall be impaired, limited, reduced, or restricted by any language that limits the rights, privileges, or obligations of citizens of the State or Alaska or the United States of America; or by any language that limits the rights, privileges, or obligations of legally chartered corporations of the State or Alaska or the United States of America; or by any language that limits the rights, privileges, or obligations of legally empowered governmental entities of the State of Alaska or the United States of America.

**2.9.1.3 "Manufacturer's Standard Warranties and Guarantees":** "Manufacturer's Standard Warranties and Guarantees" shall mean "those warranties and guarantees normally furnished by a manufacturer, wholesaler, seller, or reseller to the consumer, without payment of additional charges, surcharges or premiums by the purchaser".

**2.9.1.4 Fees For Warranties And Guarantees:** Design-Builder shall pay all fees, additional charges, surcharges, premiums, or additional sums of money necessary or required by manufacturers, materials men, suppliers, subcontractors, or other persons and entities to obtain for the benefit of the Owner the Warranties and Guarantees described in the Contract Documents.

**2.9.1.5 Warranty And Guaranty Provisions:** Design-Builder shall include these Warranty and Guaranty provisions in all subcontracts, purchase orders and agreements. Design-Builder shall include specific Warranty and Guaranty provisions specified in individual sections in the applicable subcontracts, purchase orders and agreements. Failure of the Design-Builder to include these provisions in applicable subcontracts, purchase orders and agreements shall not relieve the Design-Builder of the obligation to obtain these Warranties and Guarantees for the benefit of the Owner.

## **2.10 Correction of Defective Work**

**2.10.1** Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents.

**2.10.1.1 Warranties and Guaranties** All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If, within one year after the date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer periods of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any Work is found to be defective or not in accordance with the Contract Documents, the Design-Builder shall correct it promptly after receipt of a written notice from

the Owner to do so, unless the Owner has previously given the Design-Builder a written acceptance of such condition. Warranties may be separate documents covering portions of the Work. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

**2.10.2** Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance, with the Contract Documents, take meaningful steps to commence, and diligently and continuously prosecute, correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day periods identified herein shall be deemed inapplicable.

**2.10.3** The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents. This remedy of correction shall be in addition to, and not exclusive of, any other remedy allowed by law.

### **Article 3**

## **Owner's Services and Responsibilities**

### **3.1 Duty to Cooperate**

**3.1.1** Owner shall, throughout the performance of the Work, exercise due diligence to cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

**3.1.2** Owner shall exercise due diligence to provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

**3.1.3** Design-Builder and the Owner shall mutually agree upon the length of review time necessary for each interim submission and Contract Documents consistent with complexity of the submission. In no case shall a review time be less than five (5) workdays.

### **3.2 Furnishing of Services and Information**

**3.2.1** Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

**3.2.1.1** To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

**3.2.1.2** Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;



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**3.2.1.3** Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

**3.2.1.4** A legal description of the Site;

**3.2.1.5** To the extent available, as-built and record drawings of any existing structures at the Site; and

**3.2.1.6** To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

**3.2.2** Owner is not responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work.

### **3.3 Financial Information**

**3.3.1** Owner represents and warrants that it has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents.

**3.3.2** Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

### **3.4 Owner's Representative**

**3.4.1** Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

### **3.5 Government Approvals and Permits**

**3.5.2** Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

### **3.6 Owner's Separate Contractors**

**3.6.1** Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

## **Article 4**

### **Hazardous Materials and Waste**

#### **4.1 Hazardous Materials and Waste**

**4.1.1** Design-Builder is responsible for any and all Hazardous Materials and Waste generated or discharged at the Site by Design-Builder or any of its Subcontractors of any tier. As between Design-Builder and Owner, Owner is responsible for all other Hazardous Material and Waste found at the Site. Known hazardous materials identified in the scope of work for abatement or containment shall be abated or contained by the Design-Builder in accordance with all applicable laws and regulations.

**4.1.2** Upon encountering any suspected discharges of Hazardous Materials or Waste not identified in the scope of work, the Design-Builder will stop Work immediately in the affected area and notify the Owner. Owner and Design-Builder will attempt to characterize the Hazardous Materials or Waste and to determine whether the presence of the Hazardous Materials or Waste at the Site is the responsibility of the Design-Builder or the Owner.

**4.1.3** The party that is responsible for the presence of the Hazardous Materials or Waste at the Site shall take the necessary measures required to ensure that the Hazardous Materials or Waste are remediated or rendered harmless. Such necessary measures shall include retaining qualified independent experts to (i) ascertain whether Hazardous Materials or Waste have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Materials or Waste or render the Hazardous Materials or Waste harmless. The Owner may by Work Change Directive or Change Order request the Design-Builder to undertake these measures.

**4.1.4** Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials or Waste.

## **Article 5**

### **Insurance and Bonds**

#### **5.1 Design-Builder's Insurance Requirements**

**5.1.1** Design-Builder is responsible for procuring and maintaining from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement, the following insurance coverages for certain claims which may arise from or out of the performance of the Work and obligations under the Contract Documents:

**5.1.1.1** Coverage for claims arising under workers' compensation, disability and other similar employee benefit laws applicable to the Work;

**5.1.1.2** Coverage for claims by Design-Builder's employees for bodily injury, sickness, disease, or death;

**5.1.1.3** Coverage for claims by any person other than Design-Builder's employees for bodily injury, sickness, disease, or death;

**5.1.1.4** Coverage for usual personal injury liability claims for damages sustained by a person as a direct or indirect result of Design-Builder's employment of the person, or sustained by any other person;

**5.1.1.5** Coverage for claims for damages (other than to the Work) because of injury to or destruction of tangible property, including loss of use;

**5.1.1.6** Coverage for claims of damages because of personal injury or death, or property damage resulting from ownership, use and maintenance of any motor vehicle; and

**5.1.1.7** Coverage for contractual liability claims arising out of Design-Builder's obligations under Section 7.4.1 hereof.

**5.1.2** Design-Builder's liability insurance required by Section 5.1.1 above shall be written for the coverage amounts set forth in the Agreement and shall include completed operations insurance for the period of time set forth in the Agreement.

**5.1.3** Design-Builder's liability insurance set forth in Sections 5.1.1.1 through 5.1.1.7 above shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

**5.1.4** To the extent Owner requires Design-Builder or any Design Consultant to provide professional liability insurance for claims arising from the negligent performance of design services by Design-Builder or the Design Consultant, the coverage limits, duration and other specifics of such insurance shall be as set forth in the Agreement. Any professional liability shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project. Such policies shall be provided prior to the commencement of any design services hereunder.

**5.1.5** Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner.

## **5.2 Owner's Liability Insurance**

**5.2.1** The parties acknowledge that Owner is a governmental entity which has a comprehensive program of self-insuring all risks of general liability for part or all of the Owner's risks of loss or damage.

## **5.3 Owner's Property Insurance**

**5.3.1** The parties acknowledge that Owner is a governmental entity which has a comprehensive program of self-insuring all real property risks.

## **5.4 Bonds and Other Performance Security**

**5.4.1** If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

# **Article 6**

## **Payment**

### **6.1 Schedule of Values**

**6.1.1** Within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work. Items in the schedule of values shall correspond with the Design Builder's activities in the Design Builder's project

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schedule prepared in accordance with Section 01320 such that no item in the schedule of values does not appear in the Progress Schedule. Items required for listing in the Project Schedule that have zero value need not appear in the Schedule of Values.

**6.1.2** Owner's minimum acceptable value amounts for specific line items are listed below and must be included on all approved Schedules of Values and Applications for Payment.

a. The value of Mobilization to the site for construction activities shall be less than or equal to three and one half percent (3.5%) of the total Contract Price. The aggregate value of all other preconstruction costs and activities (excluding bonding) such as but not limited to all design activities, permitting, submittals, preconstruction conferences etc. shall be less than or equal to 10% of the total contract amount. Bonding shall be a separate line item on the schedule of values and shall not exceed the documented cost of the bonding.

b. The value of Demobilization shall be greater than or equal to one and a half percent (1.5%) of the total Contract Price.

c. The value of all required Closeout Submittals shall be \$25,000 dollars. No progress payments will be made for Closeout Submittals until all submittals have been submitted to and accepted by Owner's concurrent review section. This means that the payment for this item will be on the Design-Builder's Final Application for Payment.

## **6.2 Monthly Progress Payments**

**6.2.1** On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof. A schedule update, current to the date of the application for payment and approved in accordance with Section 1320 is required before the Owner will review any application for payment.

**6.2.2** If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, paid invoice or other documentation warranting that the OWNER has received the materials and equipment free and clear of all charges, security interests and encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which will be satisfactory to the Contracting Officer. No payment will be made for perishable materials that could be rendered useless because of long storage periods. No progress payment will be made for living plant materials until planted.

**6.2.3** The Application for Payment shall constitute Design-Builder's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

**6.2.4** Each Application for Payment shall be accompanied by Releases of Lien from the Design-Builder and each of his subcontractors, whatever tier, for the full amount of the previous Application for Payment. Release of Liens is a condition precedent for processing the current Application for Payment.

## **6.3 Withholding of Payments**

**6.3.1** This Agreement is subject to the requirements of AS 36.90.200-290. See Agreement Article 7.2 Withholding Payments and Retainage on Progress Payments

**6.4 Not Used****6.5 Design-Builder's Payment Obligations**

**6.5.1** Design-Builder shall pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

**6.5.2** Design Builder shall comply with AS 36.30.200-290 as applicable to contracts between a prime contractor and a subcontractor.

**6.6 Substantial Completion**

**6.6.1** Prior to requesting verification for certification of Substantial Completion for either the entire Work, Design-Builder shall complete the following and shall list all known exceptions in the request progress payment request, coincident with or the first following date claimed, show either 100% completion for the portion of the Work claimed as "substantially complete", or list incomplete items, value of incompleteness, and reasons for being incomplete; and include supporting documentation for completion as indicated in these Contract Documents, and Design-Builder shall submit a statement showing an accounting of changes to Contract Sum. Design-Builder shall advise the Owner of any change over requirements for insurance, and security measures, and utilities, and maintenance.

Upon receipt of Design-Builder's request for Substantial Completion verification, the Owner will either proceed with verification or advise the Design-Builder of any prerequisites not fulfilled. Following initial verification, Owner will either prepare Certificate of Substantial Completion, or advise Design-Builder of Work which must be performed prior to issuance of the certificate. Owner will repeat the verification when requested and assured by the Design-Builder that the Work has been substantially completed. Results of completed verification will form the initial "punch-list" for final acceptance. Following the initial Substantial Completion verification, if the Owner finds the Work so far from completion as to make a later visit necessary, the Design-Builder shall be liable to the Owner for all expenses incurred by reason of such reverification.

**6.6.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to twice the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

**6.6.3** Owner, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that—a Certificate of Partial Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, and (i) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (ii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

**6.7 Final Payment**

**6.7.1** After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has completed all of the Work in conformance with the Contract Documents.

**6.7.2** At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

- .1 an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;
- .2 a general release executed by Design-Builder and a release of liens from all subcontractors of all tiers, waiving, upon receipt of final payment by Design-Builder and by the subcontractors, all claims, except those claims previously made in writing to Owner or the Design-Builder and remaining unsettled at the time of final payment;
- .3 consent of Design-Builder's surety, if any, to final payment;
- .4 all operating manuals, warranties and other deliverables required by the Contract Documents; and
- .5 certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

**6.7.3** Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

## **Article 7**

### **Indemnification**

#### **7.1 Patent and Copyright Infringement**

**7.1.1** Design-Builder represents and warrants that Design-Builder has exercised due diligence to ensure that its design and performance of the Work, and the Owner's use and occupancy of the Work, will not violate any copyright, patent, or other intellectual property right. Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright or other intellectual property right, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

**7.1.2** If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

**7.1.3** Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work.

**7.1.4** The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

**7.2 Tax Claim Indemnification**

**7.2.1** Design-Builder shall comply with all procedures necessary to ensure payment of all payroll taxes by Design-Builder and its Subcontractors, Design Consultants, and sub-subcontractors of any tier.

**7.3 Payment Claim Indemnification**

**7.3.1** Providing that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

**7.4 Design-Builder's General Indemnification**

**7.4.1** The Design-Builder shall indemnify, hold harmless, and defend the Owner from and against any claim of, or liability for negligent acts, errors or omissions of the Design-Builder under this Agreement. The Design-Builder shall not be required to indemnify the Owner for a claim of, or liability for, the independent negligence of the Owner. If there is a claim of, or liability for, the joint negligent error or omission of the Design-Builder and the independent negligence of the Owner, the Design-Builder's indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Design-Builder" and "Owner", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the Owner's selection, administration, monitoring, or controlling of the Design-Builder and in approving or accepting the Design-Builder's work.

**7.4.2** If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

**Article 8****Time****8.1 Obligation to Achieve the Contract Times**

**8.1.1** Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

**8.2 Delays to the Work**

**8.2.1** If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, and such delay(s) are shown to extend the time necessary to achieve Substantial Completion, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that may entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work directed by the Owner, Differing Site Conditions, Hazardous Conditions, wars, floods, labor

disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God. In order to be entitled to an extension of Contract Time, the Design-Builder must demonstrate through Critical Path Method schedule analysis and other reliable evidence that the event complained of was not one for which the Design-Builder was responsible and that the event complained of affected one or more critical elements of the Work for a reasonably certain period of time.

**8.2.2** In addition to Design-Builder's right to claim a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to claim an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in Section 8.2.1 above that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

## **Article 9**

### **Changes to the Contract Price and Time**

#### **9.1 OWNER's Right to Change**

Without invalidating the Contract and without notice to any Surety, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work within the general scope of the Contract, including but not limited to changes:

- 9.1.1 In the Contract Documents;
- 9.1.2 In the method or manner of performance of the Work;
- 9.1.3 In Owner-furnished facilities, equipment, materials, services, or site;
- 9.1.4 Directing acceleration in the performance of the Work.

#### **9.2 Authorization of Changes within the General Scope.**

Additions, deletions, or revisions in the Work within the general scope of the Contract as specified in 9.1 shall be authorized by one or more of the following ways:

- 9.2.1 Directive (pursuant to paragraph 9.3)
- 9.2.2 A Change Order (pursuant to paragraph 9.4)
- 9.2.3 Interim Work Authorization (pursuant to paragraph 9.10)

#### **9.3 Directive**

- 9.3.1 The Contracting Officer shall provide written clarification or interpretation of the Contract Documents.
- 9.3.2 The Contracting Officer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents.
- 9.3.3 The Contracting Officer may order the Contractor to correct Defective Work or methods which are not in conformance with the Contract Documents.
- 9.3.4 The Contracting Officer may direct the commencement or suspension of Work or emergency related Work (as provided in paragraph 9.5).



- 9.3.5 Upon the issuance of a Directive to the DESIGN-BUILDER by the Contracting Officer, the DESIGN-BUILDER shall proceed with the performance of the Work as prescribed by such Directive.
- 9.3.6 If the DESIGN-BUILDER believes that the changes noted in a Directive may cause an increase in the Contract Price or an extension of Contract Time, the DESIGN-BUILDER shall immediately provide written notice to the Contracting Officer depicting such increases before proceeding with the Directive, except in the case of an emergency. If the Contracting Officer finds the increase in Contract Price or the extension of Contract Time justified, a Change Order will be issued. If however, the Contracting Officer does not find that a Change Order is justified, the Contracting Officer may direct the DESIGN-BUILDER to proceed with the Work. The DESIGN-BUILDER shall cooperate with the Contracting Officer in keeping complete daily records of the cost of such Work. If a Change Order is ultimately determined to be justified, in the absence of agreed prices and unit prices, payment for such Work will be made on a "cost of the work basis" as provided in 9.12 "Cost of the work".

#### **9.4 Change Order**

A change in Contract Time, Contract Price, or responsibility may be made for changes within the scope of the Work by Change Order. Upon receipt of an executed Change Order, the DESIGN-BUILDER shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents except as otherwise specifically provided. Changes in Contract Price and Contract Time shall be made in accordance with 00920 Articles 8 and 9. The OWNER will issue Change Orders for the DESIGN-BUILDER to sign. A Change Order shall be considered executed when the OWNER signs it. The DESIGN-BUILDER'S signature indicates that they accept the Change Order or acknowledge it. Acknowledgement of a Change Order does not surrender the DESIGN-BUILDER'S right to claim.

#### **9.5 Emergencies**

In any emergency affecting the safety of persons and/or property, Design-Builder shall act at its discretion to prevent threatened damage injury or loss. Any change to the contract price and/or contract time(s) on account of emergency work shall be determined as provided in Article 8 and Article 9

#### **9.6 Changes Outside the General Scope; Supplemental Agreement**

Any change which is outside the general scope of the Contract, as determined by the Contracting Officer, must be authorized by a Supplemental Agreement signed by the appropriate representatives of the OWNER and the DESIGN-BUILDER.

#### **9.7 Unauthorized Work:**

The DESIGN-BUILDER shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in this Article 9, except in the case of an emergency as provided in paragraph 9.5 and except in the case of uncovering Work as provided in paragraph 12.4.2.

#### **9.8 Notification of Surety:**

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any bond to be given to a Surety, the giving of any such notice will be the DESIGN-BUILDER's responsibility, and the amount of each applicable bond will be adjusted accordingly.

#### **9.9 Differing Site Conditions:**

- 9.9.1 The DESIGN-BUILDER shall promptly, and before such conditions are disturbed (except in an emergency as permitted by paragraph 9.5), notify the Contracting Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, and which could not have been discovered by a careful examination of the site, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Contracting Officer shall promptly investigate the conditions, and if the Contracting Officer finds that such conditions do materially so differ and cause an increase or decrease in the DESIGN-BUILDER's cost of, or time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly.
- 9.9.2 Any claim for additional compensation by the DESIGN-BUILDER under this clause shall be made in accordance with 00920 Article 10. In the event that the Contracting Officer and the DESIGN-BUILDER are unable to reach an agreement concerning an alleged differing site condition, the DESIGN-BUILDER will be required to keep an accurate and detailed record which will indicate the actual "cost of the work" done under the alleged differing site condition. Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. The Contracting Officer shall be given the opportunity to supervise and check the keeping of such records.

**9.10 Interim Work Authorization (IWA)**

An Interim Work Authorization may be used to establish a change within the scope of the Work; however, only a Change Order shall establish associated changes in Contract Time and Price. Work authorized by Interim Work Authorization shall be converted to a Change Order. The basis of payment shall be as stated in the Interim Work Authorization, unless it states that the basis of payment has not been established and is to be negotiated, in which case the Cost of the Work shall be documented pursuant to Article 9.12 "Cost of the Work", to establish a basis for negotiating a lump sum price for the Change Order.

**9.11 Change Order Price Determination:**

The value of any Work covered by a Change Order for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- 9.11.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 9.11.2 By mutual acceptance of a lump sum price, that includes a fee for overhead and profit, which shall be based upon the estimated "cost of the work" as determined in paragraphs 9.12 and 9.13. The fee for overhead and profit shall be based on the following percentages of the various portions of the estimated "cost of the work":
- a. For estimated costs incurred under paragraphs 9.12.1 and 9.12.2, the DESIGN-BUILDER's fee shall be twenty percent;
  - b. For estimated costs incurred under paragraph 9.12.3, the DESIGN-BUILDER's fee shall be ten percent; and if a Change Order involves multiple tier SUBCONTRACTORS, the total combined fee for overhead and profit for the DESIGN-BUILDER, and all SUBCONTRACTORS, regardless of tier, shall not exceed 35%.
  - c. No fee shall be payable on the basis of estimated costs itemized under paragraphs 9.12.4, 9.12.5 and 9.13;
  - d. The amount of credit to be allowed by the DESIGN-BUILDER to the OWNER for any such change which results in a net decrease in cost will be the amount of the

estimated net decrease plus a deduction in DESIGN-BUILDER's fee by an amount equal to twenty percent of the net decrease; and

- e. When both additions and credits are involved in any one change, the adjustment in DESIGN-BUILDER's fee shall be computed on the basis of the net change in accordance with paragraphs 9.11.2.a through 9.11.2.d, inclusive.

9.11.3 When 9.11.1 and 9.11.2 are inapplicable, on the basis of the "cost of the work" (determined as provided in paragraphs 9.12 Cost of the work and 9.13 Excluded Costs) plus a DESIGN-BUILDER's fee for overhead and profit (determined as provided in paragraph 9.14 Design-Builders Fee).

9.11.4 Before a Change Order or Supplemental Agreement is Approved, the DESIGN-BUILDER shall submit cost or pricing data regarding the changed or extra Work. The DESIGN-BUILDER shall certify that the data submitted is, to his best knowledge and belief, accurate, complete and current as of a mutually determined specified date and that such data will continue to be accurate and complete during the performance of the changed or extra Work.

## **9.12 Cost of the Work:**

The term "cost of the work" means the sum of all costs necessarily incurred and paid by the DESIGN-BUILDER in the proper performance of the Work. Except as otherwise may be agreed to in writing by the OWNER, such costs shall be in amount no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in subparagraph 9.13 Excluded Costs:

9.12.1 Payroll costs for employees in the direct employ of the DESIGN-BUILDER in the performance of the Work under schedules of job classifications agreed upon by the OWNER and the DESIGN-BUILDER. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include manual workers up through the level of foreman but shall not include general foremen, superintendents, and non-manual employees. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the OWNER.

9.12.2 Cost of all materials and equipment furnished and incorporated or consumed in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to the DESIGN-BUILDER unless the OWNER deposits funds with the DESIGN-BUILDER with which to make payments, in which case the cash discounts shall accrue to the OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the OWNER, and the DESIGN-BUILDER shall make provisions so that they may be obtained.

9.12.3 Payments made by the DESIGN-BUILDER to Subcontractors for Work performed by Subcontractors. If required by the OWNER, DESIGN-BUILDER shall obtain competitive quotes from Subcontractors or Suppliers acceptable to the DESIGN-BUILDER and shall deliver such quotes to the OWNER who will then determine which quotes will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of "cost of the work" plus a fee, the Subcontractor's "cost of the work" shall be determined in the same manner as the DESIGN-BUILDER's "cost of work" as described in paragraphs 9.12 Cost of the Work through 9.13 Excluded Costs; and the Subcontractor's fee shall be established as provided for under subparagraph 9.14.2 (Design-Builders fee) clause b.

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All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

9.12.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, and surveyors) employed for services necessary for the completion of the Work.

9.12.5 Supplemental costs including the following:

- a. The proportion of necessary transportation, travel and subsistence expenses of the DESIGN-BUILDER's employees incurred in discharge of duties connected with the Work.
- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the DESIGN-BUILDER.
- c. Rentals of all construction equipment and machinery and the parts thereof whether rented from the DESIGN-BUILDER or others in accordance with rental agreements Approved by the OWNER and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.  
For any machinery or special equipment (other than small tools) which has been authorized by the Project Manager, the DESIGN-BUILDER shall receive the rental rates in the current edition and appropriate volume of the "Rental Rate Blue Book for Construction Equipment", published by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, CA 95131. Hourly rental rates shall be determined as follows:

*The established hourly rental rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 176, and multiplied by the area adjustment factor (Alaska South), plus the estimated hourly operating cost.*

The adjusted monthly rate is that resulting from application of the rate adjustment formula in order to eliminate replacement cost allowances in machine depreciation and contingency cost allowances.

Attachments shall not be included unless required for the time and materials work.

For equipment not listed in The Blue Book, the DESIGN-BUILDER shall receive a rental rate as agreed upon before such work is begun. If agreement cannot be reached, the OWNER reserves the right to establish a rate based on similar equipment in the Blue Book or prevailing commercial rates in the area.

These rates shall apply for equipment used during the DESIGN-BUILDER's regular shift of 10 hours per day. Where the equipment is used more than 10 hours per day, either on the DESIGN-BUILDER's normal work or on time and materials, and either on single or multiple shifts, an overtime rate, computed as follows, shall apply:

*The hourly overtime rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 352, and multiplied by the area adjustment factor (Alaska South), plus the estimated hourly operating cost.*

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The Project Manager shall authorize equipment rented or leased specifically for work required under this section in writing. The DESIGN-BUILDER shall be paid invoice price plus 15percent.

When it is necessary to obtain equipment from sources beyond the project limits exclusively for time and materials, work, the actual cost of transferring the equipment to the site of the work and return will be allowed as an additional item of expense. Where the move is made by common carrier, the move-in allowance will be limited to the amount of the freight bill or invoice. If the DESIGN-BUILDER hauls the equipment with his own forces, the allowance will be limited to the rental rate for the hauling unit plus operator wages. In the event that the equipment is transferred under its own power, the moving allowance will be limited to one-half of the normal hourly rental rate plus operator's wages. In the event that the move-out is to a different location, payment will in no instance exceed the amount of the move-in. Move-in allowance shall not be made for equipment brought to the project for time and materials work which is subsequently retained on the project and utilized for completion of contract items, camp maintenance, or related work.

Equipment ordered to be on a stand-by basis shall be paid for at the stand-by rental rate for the number of hours in the DESIGN-BUILDER'S normal work shift, but not to exceed 8 hours per day. The stand-by rental rate shall be computed as follows:

*The hourly stand-by rate shall be equal to the adjusted monthly rate for the basic equipment plus the adjusted monthly rate for applicable attachments, both divided by 352, all multiplied by the area adjustment factor (Alaska South).*

Time will be recorded to the nearest one-quarter hour for purposes of computing compensation to the DESIGN-BUILDER for equipment utilized under these rates.

The equipment rates as determined above shall be full compensation, including overhead and profit, for providing the required equipment and no additional compensation will be made for other costs such as, but not limited to, fuels, lubricants, replacement parts or maintenance costs. Cost of repairs, both major and minor, as well as charges for mechanic's time utilized in servicing equipment to ready it for use prior to moving to the project and similar charges will not be allowed.

- d. Sales, consumer, use or similar taxes related to the Work, and for which the DESIGN-BUILDER is liable, imposed by Regulatory Requirements.
- e. Deposits lost for causes other than negligence of the DESIGN-BUILDER, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by the DESIGN-BUILDER in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of the DESIGN-BUILDER, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and Approval of the OWNER. No such losses, damages and expenses shall be included in the "cost of the work" for the purpose of determining the DESIGN-BUILDER's fee. If, however, any such loss or damage requires reconstruction and the DESIGN-BUILDER is placed in charge thereof, the DESIGN-BUILDER shall be paid for services a fee proportionate to that stated in paragraphs 9.14.2.a and 9.14.2.b Design-Builders Fee.
- g. The cost of utilities, fuel and sanitary facilities at the site.

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- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- l. Cost of premiums for additional bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by the OWNER in accordance with 00510 Article 10 Bonds and Insurance.

### 9.13 Excluded Costs:

The term "cost of the work" shall not include any of the following:

- 9.13.1 Payroll costs and other compensation of DESIGN-BUILDER's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agency, expeditors, timekeepers, clerks and other personnel employed by DESIGN-BUILDER whether at the site or in DESIGN-BUILDER's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 9.12.1 Cost of Work or specifically covered by paragraph 9.12.4 all of which are to be considered administrative costs covered by the DESIGN-BUILDER's fee.
- 9.13.2 Expenses of DESIGN-BUILDER's principal and branch offices other than DESIGN-BUILDER's office at the site.
- 9.13.3 Any part of DESIGN-BUILDER's capital expenses including interest on DESIGN-BUILDER's capital employed for the Work and charges against DESIGN-BUILDER for delinquent payments.
- 9.13.4 Cost of premiums for all bonds and for all insurance whether or not DESIGN-BUILDER is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 9.12.5.i above).
- 9.13.5 Costs due to the negligence of DESIGN-BUILDER, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 9.13.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 9.12.4 Cost of the work.

### 9.14 DESIGN-BUILDER's Fee:

The DESIGN-BUILDER's fee allowed to DESIGN-BUILDER for overhead and profit shall be determined as follows.

- 9.14.1 A mutually acceptable fixed fee; or if none can be agreed upon.
- 9.14.2 A fee based on the following percentages of the various portions of the "cost of the work":
  - a. For costs incurred under paragraphs 9.12.1 and 9.12.2, the DESIGN-BUILDER's fee shall be fifteen percent;
  - b. For costs incurred under paragraph 9.12.3, the DESIGN-BUILDER's fee shall be five percent; and if a Change Order involves multiple tier SUBCONTRACTORS, the total combined fee for overhead and profit for the DESIGN-BUILDER, and all

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SUBCONTRACTORS, regardless of tier, shall not exceed 25%.

- c. No fee shall be payable on the basis of costs itemized under paragraphs 9.12.4, 9.12.5 and 9.13;
- d. The amount of credit to be allowed by the DESIGN-BUILDER to the OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in DESIGN-BUILDER's fee by an amount equal to ten percent of the net decrease; and
- e. When both additions and credits are involved in any one change, the adjustment in Design-Builder's fee shall be computed on the basis of the net change in accordance with paragraphs 9.14.2 Design-Builders Fee .a through 9.14.2.d, inclusive.

### **9.15 Cost Breakdown:**

Whenever the cost of any Work is to be determined pursuant to paragraphs 9.12 and 9.13, the DESIGN-BUILDER will submit in a form acceptable to the OWNER an itemized cost breakdown together with supporting data.

### **9.16 Federal Disadvantaged Business Enterprise (DBE) Program**

~~The DBE Program shall be in accordance with Section 00120.~~

## **Article 10**

## **CLAIMS AND DISPUTES**

### **10.1 Notification**

10.1.1 The DESIGN-BUILDER shall notify the OWNER in writing as soon as the DESIGN-BUILDER becomes aware of any act or occurrence which may form the basis of a claim for additional compensation or an extension of Contract Time or of any dispute regarding a question of fact or interpretation of the Contract. The OWNER has no obligation to investigate any fact or occurrence that might form the basis of a claim or to provide any additional compensation or extension of Contract Time unless the DESIGN-BUILDER has notified the OWNER in writing in a timely manner of all facts the DESIGN-BUILDER believes form the basis for the claim.

10.1.2 If the DESIGN-BUILDER believes that he is entitled to an extension of Contract Time, then the DESIGN-BUILDER must state the contract section on which he basis his extension request, provide the OWNER with sufficient information to demonstrate that the DESIGN-BUILDER has suffered excusable delay, and show the specific amount of time to which the DESIGN-BUILDER is entitled. The OWNER will not grant an extension of Contract Time if the DESIGN-BUILDER does not timely submit revised schedules as required by Section 920, Article 2.1.3.

10.1.3 If the matter is not resolved by agreement within 7 days, the DESIGN-BUILDER shall submit an Intent to Claim, in writing, to the OWNER within the next 14 days.

10.1.4 If the DESIGN-BUILDER believes additional compensation or time is warranted, then he must immediately begin keeping complete, accurate, and specific daily records concerning every detail of the potential claim including actual costs incurred. The DESIGN-BUILDER shall provide the OWNER access to any such records and furnish the OWNER copies, if requested. Equipment costs must be based on the DESIGN-BUILDER's internal rates for ownership, depreciation, and operating expenses and not on published rental rates. In computing damages, or costs claimed for a change order, or for any other claim against the OWNER for additional time, compensation or both, the DESIGN-BUILDER must prove actual damages based on internal costs for equipment, labor or efficiencies. Total cost, modified total cost or jury verdict forms of presentation of damage claims are not permissible to show damages. Labor

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inefficiencies must be shown to actually have occurred and can be proven solely based on job records. Theoretical studies are not a permissible means of showing labor inefficiencies. Home office overhead will not be allowed as a component of any claim against the OWNER.

10.1.5 If the claim or dispute is not resolved by the OWNER, then the DESIGN-BUILDER shall submit a written Claim to the Contracting Officer within 90 days after the DESIGN-BUILDER becomes aware of the basis of the claim or should have known the basis of the claim, whichever is earlier. The Contracting Officer will issue written acknowledgment of the receipt of the Claim.

10.1.6 The DESIGN-BUILDER waives any right to claim if the OWNER was not notified properly or afforded the opportunity to inspect conditions or monitor actual costs or if the Claim is not filed on the date required.

### **10.2 Presenting the Claim**

10.2.1 The Claim must include all of the following:

- a. The act, event, or condition the claim is based on
- b. The Contract provisions which apply to the claim and provide relief
- c. The item or items of Contract work affected and how they are affected
- d. The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated
- e. A statement certifying that the claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of your knowledge and belief, and that the amount requested accurately reflects the Contract adjustment which the DESIGN-BUILDER believes is due.

### **10.3 Claim Validity, Additional Information, and Owner's Action**

10.3.1 The Claim, in order to be valid, must not only show that the DESIGN-BUILDER suffered damages or delay but that it was caused by the act, event, or condition complained of and that the Contract provides entitlement to relief for such act, event, or condition.

10.3.2 The OWNER can make written request to the DESIGN-BUILDER at any time for additional information relative to the Claim. The DESIGN-BUILDER shall provide the OWNER the additional information within 30 days of receipt of such a request. Failure to furnish the additional information may be regarded as a waiver of the Claim.

### **10.4 Contracting Officer's Decision**

The DESIGN-BUILDER will be furnished the Contracting Officer's Decision within 90 days, unless the Contracting Officer requests additional information or gives the DESIGN-BUILDER notice that the time for issuing a decision is being extended for a specified period under AS 36.30.620. The Contracting Officer's decision is final and conclusive unless, within 14 days of receipt of the decision, the DESIGN-BUILDER delivers a Notice of Appeal to the Appeals Officer. Procedures for appeals are covered under AS 36.30.625 and AS 36.30.630.

### **10.5 Fraud and Misrepresentation in Making Claims**

Criminal and Civil penalties authorized under AS 36.30.687 (including, but not limited to, forfeiture of all claimed amounts) may be imposed on the DESIGN-BUILDER if the DESIGN-BUILDER makes or uses a misrepresentation in support of a claim or defraud or attempt to defraud the OWNER at any stage of prosecuting a claim under this Contract."

## **Article 11**

### **SUSPENSION OF WORK, DEFAULT AND TERMINATION**

#### **11.1 OWNER May Suspend Work:**

11.1.1 The OWNER may, at any time, suspend the Work or any portion thereof by notice in writing to the



DESIGN-BUILDER. If the Work is suspended without cause the DESIGN-BUILDER shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the DESIGN-BUILDER makes an Approved claim therefore as provided in Article 15. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that suspension is due to the fault or negligence of the DESIGN-BUILDER, or that suspension is necessary for Contract compliance, or that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the DESIGN-BUILDER.

11.1.2 In case of suspension of Work, the DESIGN-BUILDER shall be responsible for preventing damage to or loss of any of the Work already performed and of all materials whether stored on or off the site or Approved remote storage sites.

## **11.2 Default of Contract:**

11.2.1 The Contracting Officer may give the DESIGN-BUILDER and its surety a written Notice to Cure Default if the DESIGN-BUILDER:

- a. fails to begin work in the time specified,
- b. fails to use sufficient resources to assure prompt completion of the work,
- c. performs the work unsuitably or neglects or refuses to remove and replace rejected materials or work,
- d. stops work,
- e. fails to resume stopped work after receiving notice to do so,
- f. becomes insolvent (except that if the DESIGN-BUILDER declares bankruptcy, termination will be under Title 11 US Code 362 and/or 365. The DESIGN-BUILDER'S bankruptcy does not relieve the surety of any obligations to assume the Contract and complete the work in a timely manner.
- g. Allows any final judgment to stand against him unsatisfied for period of 60 days, or
- h. Makes an assignment for the benefit of creditors without the consent of the Contracting Officer, or
- i. Disregards Regulatory Requirements of any public body having jurisdiction, or
- j. Otherwise violates in any substantial way any provisions of the Contract Documents, or
- k. fails to comply with Contract minimum wage payments or civil rights requirements, or
- l. is a party to fraud, deception, misrepresentation , or
- m. for any cause whatsoever, fails to carry on the Work in an acceptable manner.

11.2.2 The Notice to Cure Default will detail the conditions determined to be in default, the time within which to cure the default and may, in the Contracting Officer's discretion, specify the actions necessary to cure the default. Failure to cure the delay, neglect or default within the time specified in the Contracting Officer's written notice to cure authorizes the OWNER to terminate the contract. The Contracting Officer may allow more time to cure than originally stated in the Notice to Cure Default if he deems it to be in the best interests of the OWNER. The OWNER will provide the DESIGN-BUILDER or its surety with a written Notice of Default Termination that details the default and the failure to cure it. If the DESIGN-BUILDER or its Surety, within the time specified in the above notice of default, shall not proceed in accordance therewith, then the OWNER may, upon written notification from the Contracting Officer of the fact of such delay, neglect or default and the DESIGN-BUILDER's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the Work out of the hands of the DESIGN-BUILDER. The OWNER may terminate the services of the DESIGN-BUILDER, exclude the DESIGN-BUILDER from the site and take possession of the Work and of all the DESIGN-BUILDER's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the DESIGN-BUILDER (without liability to the DESIGN-BUILDER for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the OWNER has paid the DESIGN-BUILDER but which are stored elsewhere, and finish the Work as the OWNER may deem expedient. The OWNER may enter into an agreement for the completion of said

Contract according to the terms and provisions thereof, or use such other methods that in the opinion of the Contracting Officer are required for the completion of said Contract in an acceptable manner.

11.2.3 The Contracting Officer may, by written notice to the DESIGN-BUILDER and its Surety or its representative, transfer the employment of the Work from the DESIGN-BUILDER to the Surety, or if the DESIGN-BUILDER abandons the Work undertaken under the Contract, the Contracting Officer may, at its option with written notice to the Surety and without any written notice to the DESIGN-BUILDER, transfer the employment for said Work directly to the Surety. The Surety shall submit its plan for completion of the Work, including any contracts or agreements with third parties for such completion, to the OWNER for approval prior to beginning completion of the Work. Approval of such contracts shall be in accordance with all applicable requirements and procedures for approval of subcontracts as stated in the Contract Documents.

11.2.4 After the notice of termination is issued, the OWNER may take over the work and complete it by contract or otherwise and may take possession of and use materials, appliances, equipment or plant on the work site necessary for completing the work.

11.2.5 Rather than taking over the work itself, the OWNER may transfer the obligation to perform the work from the DESIGN-BUILDER to its surety. The surety must submit its plan for completion of the work, including any contracts or agreements with third parties for completion, to the OWNER for approval prior to beginning work. The surety must follow the Contract requirements for approval of subcontracts, except that the limitation on percent of work subcontracted will not apply.

11.2.6 On receipt of the transfer notice, the surety must take possession of all materials, tools, and appliances at the work site, employ an appropriate work force, and complete the Contract work, as specified. The Contract specifications and requirements shall remain in effect. However the OWNER will make subsequent Contract payments directly to the Surety for work performed under the terms of the Contract. The DESIGN-BUILDER shall forfeit any right to claim for the same work or any part thereof. The DESIGN-BUILDER shall not be entitled to receive any further balance of the amount to be paid under the Contract.

11.2.7 Upon receipt of the notice terminating the services of the DESIGN-BUILDER, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under the Contract and employ by contract or otherwise any person or persons to finish the Work and provide the materials therefore, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering Work subsequently performed under the terms of the Contract and according to the terms thereof without any right of the DESIGN-BUILDER to make any claim for the same or any part thereof.

11.2.8 If the Contract is terminated for default, the DESIGN-BUILDER and the Surety shall be jointly and severally liable for damages for delay as provided by paragraph 11.8, and for the excess cost of completion, and all costs and expenses incurred by the OWNER in completing the Work or arranging for completion of the Work, including but not limited to costs of assessing the Work to be done, costs associated with advertising, soliciting or negotiating for bids or proposals for completion, and other procurement costs. Following termination the DESIGN-BUILDER shall not be entitled to receive any further balance of the amount to be paid under the Contract until the Work is fully finished and accepted, at which time if the unpaid balance exceeds the amount due the OWNER and any amounts due to persons for whose benefit the OWNER has withheld funds, such excess shall be paid by the OWNER to the DESIGN-BUILDER. If the damages, costs, and expenses due the OWNER exceed the unpaid balance, the DESIGN-BUILDER and its Surety shall pay the difference.

11.2.9 If, after notice of termination of the DESIGN-BUILDER's right to proceed under the provisions of this clause, it is determined for any reason that the DESIGN-BUILDER was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that termination was wrongful, the rights and obligations of the parties shall be determined in accordance with the clause providing for convenience termination.

### **11.3 Rights or Remedies:**

Where the DESIGN-BUILDER's services have been so terminated by the OWNER, the termination will not affect any rights or remedies of the OWNER against the DESIGN-BUILDER then existing or which

may thereafter accrue. Any retention or payment of moneys due the DESIGN-BUILDER by the OWNER will not release the DESIGN-BUILDER from liability.

#### **11.4 Convenience Termination:**

11.4.1 The performance of the Work may be terminated by the OWNER in accordance with this section in whole or in part, whenever, for any reason the Contracting Officer shall determine that such termination is in the best interest of the OWNER. Any such termination shall be effected by delivery to the DESIGN-BUILDER of a Notice of Termination, specifying termination is for the convenience of the OWNER the extent to which performance of Work is terminated, and the date upon which such termination becomes effective.

11.4.2 Immediately upon receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the DESIGN-BUILDER shall:

- a. Stop Work on the date and to the extent specified in the Notice of Termination;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work as is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
- d. With the written Approval of the Contracting Officer, to the extent he may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole, or in part, in accordance with the provisions of the Contract;
- e. Submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Contracting Officer;
- f. Transfer to the Contracting Officer the completed or partially completed record drawings, Shop Drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the OWNER;
- g. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the DESIGN-BUILDER and in which the OWNER has or may acquire any interest.
- h. The DESIGN-BUILDER shall proceed immediately with the performance of the above obligations.

11.4.3 When the OWNER orders termination of the Work effective on a certain date, all Work in place as of that date will be paid for in accordance with Article 13 of the Contract. Materials required for completion and on hand but not incorporated in the Work will be paid for at invoice cost plus 15% with materials becoming the property of the OWNER - or the DESIGN-BUILDER may retain title to the materials and be paid an agreed upon lump sum. Materials on order shall be cancelled, and the OWNER shall pay reasonable factory cancellation charges with the option of taking delivery of the materials in lieu of payment of cancellation charges. The DESIGN-BUILDER shall be paid 10% of the cost, freight not included, of materials cancelled, and direct expenses only for DESIGN-BUILDER chartered freight transport which cannot be cancelled without charges, to the extent that the DESIGN-BUILDER can establish them. The extra costs due to cancellation of bonds and insurance and that part of job start-up and phase-out costs not amortized by the amount of Work accomplished shall be paid by the OWNER. Charges for loss of profit or consequential damages shall not be recoverable except as provided above.

a. The following costs are not payable under a termination settlement agreement or Contracting Officer's determination of the termination claim:

1. Loss of anticipated profits or consequential or compensatory damages
2. Unabsorbed home office overhead (also termed "General & Administrative Expense") related to ongoing business operations
3. Bidding and project investigative costs

4. Direct costs of repairing equipment to render it operable for use on the terminated work

11.4.4 The termination claim shall be submitted promptly, but in no event later than 90 days from the effective date of termination, unless extensions in writing are granted by the Contracting Officer upon written request of the DESIGN-BUILDER made within the 90-day period. Upon failure of the DESIGN-BUILDER to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the DESIGN-BUILDER by reason of the termination and shall thereupon pay to the DESIGN-BUILDER the amount so determined.

11.4.5 The DESIGN-BUILDER and the Contracting Officer may agree upon whole or any part of the amount or amounts to be paid to the DESIGN-BUILDER by reason of the total or partial termination of Work pursuant to this section. The Contract shall be amended accordingly, and the DESIGN-BUILDER shall be paid the agreed amount.

11.4.6 In the event of the failure of the DESIGN-BUILDER and the Contracting Officer to agree in whole or in part, as provided heretofore, as to the amounts with respect to costs to be paid to the DESIGN-BUILDER in connection with the termination of the Work the Contracting Officer shall determine, on the basis of information available to him, the amount, if any, due to the DESIGN-BUILDER by reason of the termination and shall pay to the DESIGN-BUILDER the amount determined as follows:

- a. All costs and expenses reimbursable in accordance with the Contract not previously paid to the DESIGN-BUILDER for the performance of the Work prior to the effective date of the Notice of Termination;
- b. So far as not included under "a" above, the cost of settling and paying claims arising out of the termination of the Work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract;
- c. So far as practicable, claims by the DESIGN-BUILDER for idled or stand-by equipment shall be made as follows: Equipment claims will be reimbursed as follows:
  1. Design-Builder-owned equipment usage, based on the DESIGN-BUILDER'S ownership and operating costs for each piece of equipment as determined from the DESIGN-BUILDER'S accounting records. Under no circumstance, may the DESIGN-BUILDER base equipment claims on published rental rates.
  2. Idle or stand-by time for Design-Builder-owned equipment, based on the DESIGN-BUILDER'S internal ownership and depreciation costs. Idle or stand-by equipment time is limited to the actual period of time equipment is idle or on stand-by as a direct result of the termination, not to exceed 30 days. Operating expenses will not be included for payment of idle or stand-by equipment time.
  3. Rented equipment, based on reasonable, actual rental costs. Equipment leased under "capital leases" as defined in Financial Accounting Standard No. 13 will be considered Design-Builder-owned equipment. Equipment leased from an affiliate, division, subsidiary or other organization under common control with the DESIGN-BUILDER will be considered Design-Builder-owned equipment, unless the lessor has an established record of leasing to unaffiliated lessees at competitive rates consistent with the rates the DESIGN-BUILDER has agreed to pay and no more than forty percent of the lessor's leasing business, measured in dollars, is with organizations affiliated with the lessor.

11.4.7 The DESIGN-BUILDER shall have the right of appeal under the OWNER's claim procedures, as defined in Article 15, for any determination made by the Contracting Officer, except if the DESIGN-BUILDER has failed to submit his claim within the time provided and has failed to request extension of such time, DESIGN-BUILDER shall have no such right of appeal. In arriving at the amount due the DESIGN-BUILDER under this section, there shall be deducted:

- a. All previous payments made to the DESIGN-BUILDER for the performance of Work under the Contract prior to termination;
- b. Any claim for which the OWNER may have against the DESIGN-BUILDER;
- c. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things

acquired by the DESIGN-BUILDER or sold pursuant to the provisions of this section and not otherwise recovered by or credited to the OWNER; and,

d. All progress payments made to the DESIGN-BUILDER under the provisions of this section.

12.4.7 Where the Work has been terminated by the OWNER said termination shall not affect or terminate any of the rights of the OWNER against the DESIGN-BUILDER or his Surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the OWNER due to the DESIGN-BUILDER under the terms of the Contract shall not release the DESIGN-BUILDER or its Surety from liability.

12.4.8 The DESIGN-BUILDER's termination claim may not include claims that pre dated the notice for termination for convenience. Those claims shall be prosecuted by the DESIGN-BUILDER under Article 15.

12.4.9 The DESIGN-BUILDER'S termination claim may not exceed the total dollar value of the contract as awarded plus agreed upon change orders less the amounts that have been paid for work completed.

a. Unless otherwise provided for in the Contract Documents, or by applicable statute, the DESIGN-BUILDER, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the OWNER at all reasonable times at the office of the DESIGN-BUILDER, all its books, records, documents, and other evidence bearing on the cost and expenses of the DESIGN-BUILDER under his Contract and relating to the Work terminated hereunder.

b. Definitions. In this Subsection 108-1.09, the term "cost" and the term "expense" mean a monetary amount in U.S. Dollars actually incurred by the DESIGN-BUILDER, actually reflected in its contemporaneously maintained accounting or other financial records and supported by original source documentation.

c. Cost Principles. The OWNER may use the federal cost principles at 48 CFR §§ 31.201-1 to 31.205-52 (or succeeding cost principles for fixed price contracts) as guidelines in determining allowable costs under this Subsection to the extent they are applicable to construction contracts and consistent with the specifications of this Contract. The provisions of this contract control where they are more restrictive than, or inconsistent with, these federal cost principles."

## **Article 12**

### **Miscellaneous**

#### **12.1 Assignment**

12.1.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

#### **12.2 Successorship**

12.2.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

#### **12.3 Governing Law**

12.3.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles. This Agreement is subject to the claims provisions of the State Procurement Code. Any judicial appeal of an administrative decision made under or in connection with this Agreement shall be commenced and maintained in the Superior Court of the State of Alaska at Anchorage. Proposer consents to the jurisdiction of said court to dispose of any claim which might be brought by the Owner under or in connection with this Agreement.

#### **12.4 Severability**

**12.4.1** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

## **12.5 No Waiver**

**12.5.1** The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

## **12.6 Headings**

**12.6.1** The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

## **12.7 Notice**

**12.7.1** Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

## **12.8 Amendments**

**12.8.1** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

# **Article 13**

## **Design-Builder Generated Hazardous Materials and Waste**

### **13.1 Definitions:**

**13.1.1 Hazardous Material:** A substance or material which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Appendix Section 1801 et seq. The term includes materials designated as hazardous materials under the provisions of 49 CFR 172, Sections .101 and .102 and materials which meet the defining criteria for hazard classes and divisions in 49 CFR 173. EPA designated hazardous wastes are also hazardous materials.

**13.1.2 Hazardous Waste:** A waste which meets criteria established in RCRA or specified by the EPA in 40 CFR 261 or which has been designated as hazardous by a RCRA authorized state program.

### **13.2 Code of Federal Regulations (CFR):**

**13.2.1** 40 CFR 61 "National Emission Standards for Hazardous Air Pollutants".

**13.2.2** 40 CFR 261 "Identification and Listing of Hazardous Waste".

**13.2.3** 40 CFR 262 "Standards Applicable to Generators of Hazardous Waste".

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- 13.2.4 40 CFR 263 "Standards Applicable to Transporters of Hazardous Waste".
- 13.2.5 40 CFR 264 "Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities".
- 13.2.6 40 CFR 265 "Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities".
- 13.2.7 40 CFR 266 "Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities".
- 13.2.8 40 CFR 268 "Land Disposal Restrictions".
- 13.2.9 40 CFR 270 "EPA Administered Permit Programs: The Hazardous Waste Permit Program".
- 13.2.10 40 CFR 279 "Standards for the Management of Used Oil".
- 13.2.11 40 CFR 300 "National Oil and Hazardous Substances Pollution Contingency Plan".
- 13.2.12 40 CFR 302 "Designation, Reportable Quantities, and Notification".
- 13.2.13 40 CFR 761 "Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions".
- 13.2.14 49 CFR 107 "Hazardous Materials Program Procedures".
- 13.2.15 49 CFR 172 "Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements".
- 13.2.16 49 CFR 173 "Shippers - General Requirements for Shipments and Packagings".
- 13.2.17 49 CFR 178 "Specifications for Packagings".
- 13.3 **Transportation and Disposal Coordinator:** Design-Builder shall designate, by position and title, one person to act as the Transportation and Disposal Coordinator (TDC) for this contract. TDC shall serve as the single point of contact for all environmental regulatory matters and shall have overall responsibility for total environmental compliance at the site including, but not limited to, accurate identification and classification of hazardous waste and hazardous materials determination of proper shipping names identification of marking, labeling, packaging and placarding requirements completion of waste profiles, hazardous waste manifests, asbestos waste shipment records, PCB manifests, Bill of Ladings, exception and discrepancy reports and all other environmental documentation. TDC shall have, at a minimum, one year of specialized experience in the management and transportation of hazardous waste.
- 13.4 **Training:** Design-Builder's hazardous materials employees shall be trained, tested, and certified to safely and effectively carry out their assigned duties. Design-Builder's employees transporting hazardous materials or preparing hazardous materials for transportation shall be trained, tested, and certified in accordance with 49 CFR 172.1.3.3 Certification Design-Builder and subcontractors transporting hazardous materials shall possess a current certificate of registration issued by the Research and Special Programs Administration (RSPA), U.S. Owner of Transportation, when required by 49 CFR 107, Subpart G.1.4
- 13.5 **Requirements:** Work shall meet or exceed the minimum requirements established by Federal, state, and local laws and regulations which are applicable. Design-Builder shall be responsible for complying with amendments as they become effective, regardless of the date of this Contract. In the event that compliance exceeds the scope of Work or conflicts with specific requirements of the Contract, Design-Builder shall notify the Contacting Officer immediately.
- 13.6 **On-site And Off-site Hazardous Materials Management Plans:** Prior to start of work, a plan shall be prepared detailing the manner in which hazardous materials shall be managed.

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- 13.7** On-site And Off-site Hazardous Waste Management Plans: Prior to start of work, a plan shall be prepared detailing the manner in which hazardous wastes shall be managed.
- 13.8** Record Keeping: Information necessary to file state annual or EPA biennial reports for all hazardous waste transported, treated, stored, or disposed of under this contract. Design-Builder shall not forward these data directly to the regulatory agency but to the Contacting Officer at the specified time. The submittal shall contain all the information necessary for filing of the formal reports in the form and format required by the governing Federal or state regulatory agency. A cover letter shall accompany the data to include the contract number, Design-Builder name, and project location.
- 13.9** Spill Response: In the event of a spill or release of a hazardous substance (as designated in 40 CFR 302), or pollutant or contaminant, or oil (as governed by the Oil Pollution Act (OPA), 33 U.S.C.2701 et seq.), Design-Builder shall notify the Contacting Officer immediately. If the spill exceeds a reporting threshold, Design-Builder shall follow the pre-established procedures for immediate reporting to the Contacting Officer.
- 13.10** Exception Reports: In the event that a manifest copy documenting receipt of hazardous waste at the treatment, storage, and disposal facility is not received within 35 days of shipment initiation, Design-Builder shall prepare and submit an exception report to the Contacting Officer within 37 days of shipment initiation.
- 13.11** Qualifications: Copies of the current certificates of registration issued to Design-Builder and/or subcontractors or written statements certifying exemption from these requirements.
- 13.12** Off-Site Policy Compliance Certification: A letter certifying that EPA considers the facilities to be used for all off-site disposal to be acceptable in accordance with the Off-Site policy in 40 CFR 300, Section .440. This certification shall be provided for wastes from Resource Conservation and Recovery Act (RCRA), 42 U.S.C.6901 et seq., sites as well as from Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. 9601 et seq., responses.
- 13.13** Certificates of Disposal: Certificates documenting the ultimate disposal of hazardous wastes, polychlorinated biphenyls (PCBs), and/or asbestos within 180 days of initial shipment. Receipt of these certificates will be required for final payment
- 13.14** Shipping Documents and Packagings Certification: All transportation related shipping documents to the Contacting Officer, including draft hazardous waste manifests, draft land disposal restriction notifications, draft asbestos waste shipment records, draft manifests for PCBs, draft Bill of Ladings for hazardous materials, lists of corresponding proposed labels, packages, marks, and placards to be used for shipment, waste profiles, supporting waste analysis documents, for review a minimum of 14 days prior to anticipated pickup. Packaging assurances shall be furnished prior to transporting hazardous material "generator copies" of hazardous waste manifests, land disposal restriction notifications. asbestos waste shipment records, "generator copies" of manifests used for initiating shipments of PCBs, used oil invoices/shipment records. Bill of Ladings, supporting waste analysis documents shall be furnished when shipments are originated and "receipt copies" of asbestos waste shipment records at the designated disposal facility shall be furnished not later than 35 days after acceptance of the shipment.
- 13.15** Notices of Non-Compliance and Notices of Violation: Notices of non-compliance or notices of violation by a Federal, state, or local regulatory agency issued to Design-Builder in relation to any work performed under this contract. Design-Builder shall immediately provide copies of such notices to the Contacting Officer. Design-Builder shall also furnish all relevant documents regarding the incident and any information requested by the Contacting Officer, and shall coordinate its response to the notice with the Contacting Officer or his designated representative



prior to submission to the notifying authority. Design-Builder shall also furnish a copy to the Contacting Officer of all documents submitted to the regulatory authority, including the final reply to the notice, and all other materials, until the matter is resolved.

- 13.16** Materials: Design-Builder shall provide all of the materials required for the packaging, labeling, marking, placarding and transportation of hazardous wastes and hazardous materials in conformance with Department of Transportation standards. Details in this specification shall not be construed as establishing the limits of Design-Builder's responsibility.
- 13.17** Packagings: Design-Builder shall provide [bulk] [non-bulk] [bulk and non-bulk] containers for packaging hazardous materials/wastes consistent with the authorizations referenced in the Hazardous Materials Table in 49 CFR 172, Section .101, Column 8. Bulk and non-bulk packaging shall meet the corresponding specifications in 49 CFR 173 referenced in the Hazardous Materials Table, 49 CFR 172, Section .101. Each packaging shall conform to the general packaging requirements of Subpart B of 49 CFR 173, to the requirements of 49 CFR 178 at the specified packing group performance level, to the requirements of special provisions of column 7 of the Hazardous Materials Table in 49 CFR 172, Section .101, and shall be compatible with the material to be packaged as required by 40 CFR 262. Design-Builder shall also provide other packaging related materials such as materials used to cushion or fill voids in overacted containers, etc. Sorbent materials shall not be capable of reacting dangerously with, being decomposed by, or being ignited by the hazardous materials being packaged. Additionally, sorbents used to treat free liquids to be disposed of in landfills shall be non-biodegradable as specified in 40 CFR 264, Section .314.
- 13.18** Markings: Design-Builder shall provide markings for each hazardous material/waste package, freight container, and transport vehicle consistent with the requirements of 49 CFR 172, Subpart D and [40 CFR 262, Section .32 (for hazardous waste), 40 CFR 761, Section .45 (for PCBs), 40 CFR 61, Section .149(d) (for asbestos). Markings shall be capable of withstanding, without deterioration or substantial color change, a 180 day exposure to conditions reasonably expected to be encountered during container storage and transportation.
- 13.19** Labeling: Design-Builder shall provide primary and subsidiary labels for hazardous materials/wastes consistent with the requirements in the Hazardous Materials Table in 49 CFR 172, Section .101, Column 6. Labels shall meet design specifications required by 49 CFR 172, Subpart E including size, shape, color, printing, and symbol requirements. Labels shall be durable and weather resistant and capable of withstanding, without deterioration or substantial color change, a 180 day exposure to conditions reasonably expected to be encountered during container storage and transportation.
- 13.20** Placards: For each off-site shipment of hazardous material/waste, Design-Builder shall provide primary and subsidiary placards consistent with the requirements of 49 CFR 172, Subpart F. Placards shall be provided for each side and each end of bulk packaging, freight containers, transport vehicles, and rail cars requiring such placarding. Placards may be plastic, metal, or other material capable of withstanding, without deterioration, a 30 day exposure to open weather conditions and shall meet design requirements specified in 49 CFR 172, Subpart F.2.1.5
- 13.21** Spill Response Materials: Design-Builder shall provide spill response materials including, but not limited to, containers, adsorbent, shovels, and personal protective equipment. Spill response materials shall be available at all times in which hazardous materials/wastes are being handled or transported. Spill response materials shall be compatible with the type of material being handled.
- 13.22** Equipment and Tools: Design-Builder shall provide miscellaneous equipment and tools necessary to handle hazardous materials and hazardous wastes in a safe and environmentally sound manner.

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- 13.23** Material Safety Data Sheets (MSDS): Material Safety Data Sheets (MSDS) for all Hazardous Materials and Hazardous Waste at the Work shall be on file with Owner, and Contacting Officer, and Design-Builder's Office at the Project Site.
- 13.24** On-site Hazardous Waste Management: Design-Builders are prohibited by 10 U.S.C.2692 from storing Design-Builder owned waste on site for any length of time. Design-Builder shall be responsible for ensuring compliance with all Federal, state, and local hazardous waste laws and regulations and shall verify those requirements when preparing reports, waste shipment records, hazardous waste manifests, or other documents. Design-Builder shall identify hazardous wastes using criteria set forth in 40 CFR 261 or all applicable state and local laws, regulations, and ordinances. When accumulating hazardous waste on-site, Design-Builder shall comply with generator requirements in 40 CFR 262 and any applicable state or local law or regulations. On-site accumulation times shall be restricted to applicable time frames referenced in 40 CFR 262, Section .34 and any applicable state or local law or regulation. Accumulation start dates shall commence when waste is first generated (i.e. containerized or otherwise collected for discard). Design-Builder shall only use containers in good condition and compatible with the waste to be stored. Design-Builder shall be responsible for ensuring containers are closed except when adding or removing waste. Design-Builder shall be responsible for immediately marking all hazardous waste containers with the words "hazardous waste" and other information required by 40 CFR 262, Section .32 [and] [any applicable state or local law or regulation] as soon as the waste is containerized. An additional marking shall be placed on containers of "unknowns" designating the date sampled, and the suspected hazard. Design-Builder shall be responsible for inspecting containers for signs of deterioration and shall be responsible for responding to any spills or leaks. Design-Builder shall inspect all hazardous waste areas weekly and shall provide written documentation of the inspection. Inspection logs shall contain date and time of inspection, name of individual conducting the inspection, problems noted, and corrective actions taken.
- 13.25** Hazardous Waste Classification: Design-Builder, in consultation with the waste generator, shall identify all waste codes applicable to each hazardous waste stream based on requirements in 40 CFR 261 or any applicable state or local law or regulation. Design-Builder shall also identify all applicable treatment standards in 40 CFR 268 and state land disposal restrictions and shall make a determination as to whether or not the waste meets or exceeds the standards. Waste profiles, analyses, classification and treatment standards information shall be submitted to Contacting Officer for review and comments, if any. Review by the Contacting Officer, with or without comments, shall not relieve the Design-Builder of total, full, and complete responsibility for all Hazardous Materials and Waste. Review by the Contacting Officer, with or without comments, shall not relieve the Design-Builder of total, full, and complete responsibility for all Hazardous Waste.
- 13.26** Management Plans: Design-Builder shall prepare a plans detailing the manner in which hazardous materials and hazardous wastes will be managed and describing the types and volumes of hazardous materials and hazardous wastes anticipated to be managed as well as the management practices to be utilized. The plan shall identify the method to be used to ensure accurate piece counts and/or weights of shipments: shall identify waste minimization methods, shall propose facilities to be utilized for treatment, storage, and/or disposal; shall identify areas on-site where hazardous wastes are to be handled, shall identify whether transfer facilities are to be utilized, and if so, how the wastes will be tracked to ultimate disposal.
- 13.27** Hazardous Waste Management: Design-Builder shall use RCRA Subtitle C permitted facilities which meet the requirements of 40 CFR 264 or facilities operating under interim status which meet the requirements of 40 CFR 265. Off-site treatment, storage, and/or disposal facilities with significant RCRA violations or compliance problems (such as facilities known to be releasing hazardous constituents into ground water, surface water, soil, or air) shall not be used.

- 13.28 Description of TSD Facility and Transporter:** Design-Builder shall provide the Contacting Officer with EPA ID numbers, names, locations, and telephone numbers of TSD facilities and transporters. This information shall be contained in the Hazardous Waste Management Plan for approval prior to waste disposal.
- 13.29 Status of the Facility:** Facilities receiving hazardous waste must be permitted in accordance with 40 CFR 270 or operating under interim status in accordance with 40 CFR 265 requirements, or must be permitted by an authorized state program. Additionally, prior to using a TSD Facility, Design-Builder shall contact the EPA Regional Off-site Coordinator specified in 40 CFR 300, Section .440, to determine the facility's status, and document all information necessary to satisfy the requirements of the EPA Off-Site policy and furnish this information to the Contacting Officer.
- 13.30 Shipping Documents and Packagings:**
- 13.30.1 Certification:** Prior to shipment of any hazardous material off-site, Design-Builder's TDC shall provide written certification to the Contacting Officer that hazardous materials have been properly packaged, labeled, and marked in accordance with Department of Transportation and EPA requirements.
- 13.30.2 Transportation:** Design-Builder shall use manifests for transporting hazardous wastes as required by 40 CFR 263 or any applicable state or local law or regulation. Transportation shall comply with all requirements in the Department of Transportation referenced regulations in the 49 CFR series. Design-Builder shall acquire manifests in accordance with the hierarchy established in 40 CFR 262, Section .21. Design-Builder shall prepare hazardous waste manifests for each shipment of hazardous waste shipped off-site. Manifests shall be completed using instructions in 40 CFR 262, Subpart B and any applicable state or local law or regulation. Manifests and waste profiles shall be submitted to Contacting Officer for review and comments, if any. Review by the Contacting Officer, with or without comments, shall not relieve the Design-Builder of total, full, and complete responsibility for all Hazardous Materials and Waste. Design-Builder shall prepare land disposal restriction notifications as required by 40 CFR 268 or any applicable state or local law or regulation for each shipment of hazardous waste. Notifications shall be submitted with the manifest to the Contacting Officer for review and comments, if any. Review by the Contacting Officer, with or without comments, shall not relieve the Design-Builder of total, full, and complete responsibility for all Hazardous Materials and Waste.
- 13.31 Treatment and Disposal of Hazardous Wastes:** Hazardous waste shall be transported to an approved hazardous waste treatment, storage, or disposal facility within 90 days of the accumulation start date on each container. Design-Builder shall ship hazardous wastes only to facilities which are properly permitted to accept the hazardous waste or operating under interim status. Design-Builder shall ensure wastes are treated to meet land disposal treatment standards in 40 CFR 268 prior to land disposal. Design-Builder shall propose TSD facilities via submission of the Hazardous Waste Management Plan, subject to the approval of the Contacting Officer.
- 13.32 Hazardous Materials Management:** Design-Builder, in consultation with the generator, shall evaluate, prior to shipment of any material off-site, whether the material is regulated as a hazardous waste in addition to being regulated as a hazardous material this shall be done for the purpose of determining proper shipping descriptions, marking requirements, etc., as described below.
- 13.33 Identification of Proper Shipping Names:** Design-Builder shall use 49 CFR 172, Section .101 to identify proper shipping names for each hazardous material (including hazardous wastes) to be shipped off-site. Proper shipping names shall be submitted to the Contacting Officer in the form of draft shipping documents for review and comments, if any. Review by the Contacting Officer, with or without comments, shall not relieve the Design-Builder of total, full, and complete responsibility for all Hazardous Materials and Waste.

- 13.34 Packaging, Labeling, and Marking:** Design-Builder shall package, label, and mark hazardous materials/wastes using the specified materials and in accordance with the referenced authorizations. Design-Builder shall mark each container of hazardous waste of 418 L (104 gallons) or less with the following: "HAZARDOUS WASTE - Federal Law Prohibits Improper Disposal. If found, contact the nearest police or public safety authority or the U.S. Environmental Protection Agency. Generator's Name. Manifest Document Number".
- 13.35 Shipping Documents:** Design-Builder shall ensure that each shipment of hazardous material sent off-site is accompanied by properly completed shipping documents.
- 13.35.1 PCB Waste Shipment Documents:** Design-Builder shall prepare hazardous waste manifests for each shipment of PCB waste shipped off-site. Manifests shall be completed using instructions in 40 CFR 761, Sections .207 and .208 and all other applicable requirements. Documents shall be submitted to Contacting Officer for review and comments, if any. Review by the Contacting Officer, with or without comments, shall not relieve the Design-Builder of total, full, and complete responsibility for all Hazardous Materials and Waste.
- 13.35.2 Asbestos Waste Shipment Documents:** Design-Builder shall prepare waste shipment records as required by 40 CFR 61 for shipments of asbestos. Waste shipment records shall be submitted to the Contacting Officer for review and comments, if any. Review by the Contacting Officer, with or without comments, shall not relieve the Design-Builder of total, full, and complete responsibility for all Hazardous Materials and Waste. Waste shipment records shall be signed by Design-Builder.
- 13.35.3 Other Hazardous Material Shipment Documents:** The bill of lading shall satisfy the requirements of 49 CFR 172, Subpart C, [and 40 CFR 279 if shipping used oil] and any applicable state or local law or regulation, and shall be submitted to the Contacting Officer for review and comments, if any. Review by the Contacting Officer, with or without comments, shall not relieve the Design-Builder of total, full, and complete responsibility for all Hazardous Materials and Waste. For laboratory samples and treatability study samples, Design-Builder shall prepare bills of lading and other documentation as necessary to satisfy conditions of the sample exclusions in 40 CFR 261, Section .4(d) and (e) and any applicable state or local law or regulation. Bill of Ladings requiring shipper's certifications [will] [shall] be signed by the [Owner] [Design-Builder].
- 13.36 Obtaining EPA ID Numbers:** Design-Builder shall complete EPA Form 8700-12, Notification of Hazardous Waste Activity, and submit to the Contacting Officer for review and comments, if any. Review by the Contacting Officer, with or without comments, shall not relieve the Design-Builder of total, full, and complete responsibility for all Hazardous Materials and Waste. Design-Builder shall allow a minimum of 30 days for processing the application and assigning the EPA ID number. Shipment shall be made not earlier than one week after receipt of the EPA ID number.
- 13.37 Waste Minimization:** Design-Builder shall minimize the generation of hazardous waste to the maximum extent practicable. Design-Builder shall take all necessary precautions to avoid mixing clean and contaminated wastes. Design-Builder shall identify and evaluate recycling and reclamation options as alternatives to land disposal. Requirements of 40 CFR 266 shall apply to: hazardous wastes recycled in a manner constituting disposal, hazardous waste burned for energy recovery, lead-acid battery recycling, and hazardous wastes with economically recoverable precious metals.
- 13.38 Record Keeping:** Design-Builder shall be responsible for maintaining adequate records to support information provided to the Contacting Officer regarding exception reports, annual reports, and biennial reports. Design-Builder shall be responsible for maintaining asbestos waste

## Pioneer Road Construction

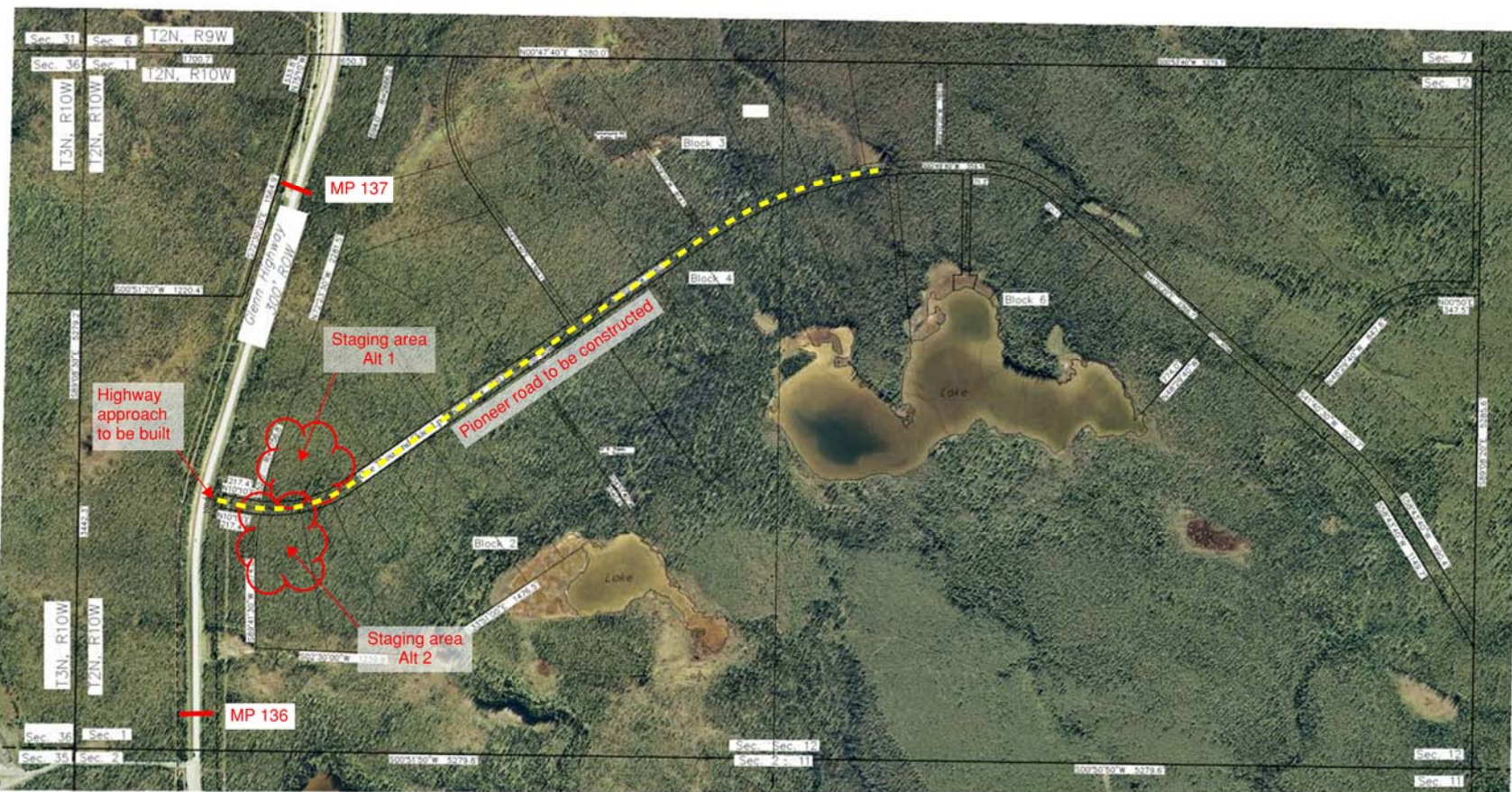
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shipment records for a minimum of 3 years from the date of shipment or any longer period required by any applicable law or regulation or any other provision of this contract.

- 13.39 Spill Response:** Design-Builder shall respond to any spill of hazardous material or hazardous waste which are in the custody or care of Design-Builder pursuant to this contract. Any direction from the Contacting Officer concerning a spill or release shall not be considered a change under the contract. Design-Builder shall comply with all applicable requirements of Federal, state, or local laws or regulations regarding any spill incident.
- 13.40 Emergency Contacts:** Design-Builder shall be responsible for complying with the emergency contact provisions in 49 CFR 172, Section .604. Whenever Design-Builder ships hazardous materials, Design-Builder shall provide a 24 hr emergency response contact and phone number of a person knowledgeable about the hazardous materials being shipped and who has comprehensive emergency response and incident mitigation information for that material, or has immediate access to a person who possesses such knowledge and information. The phone must be monitored on a 24 hour basis at all times when the hazardous materials are in transportation, including during storage incidental to transportation. Design-Builder shall ensure that information regarding this emergency contact and phone number are placed on all hazardous material shipping documents. Design-Builder shall designate an emergency coordinator and post the following information at areas in which hazardous wastes are managed: The name of the emergency coordinator. Phone number through which the emergency coordinator can be contacted on a 24 hour basis. The telephone number of the local fire department. The location of fire extinguishers and spill control materials.”



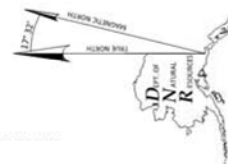


ADL 231455

# GRAPHIC SCALE



1 METER = 3.280833 U.S. SURVEY FEET, 1 U.S. ACRE = 0.4047 HECTARE









DATE OF SURVEY: BEGINNING: MM/DD/YYYY ENDING: MM/DD/YYYY		SURVEYOR: DNR, DMLW, SURVEY SECTION 550 W. 7TH AVE., SUITE 450 ANCHORAGE, AK 99501-3576	
STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF MINING, LAND, AND WATER ANCHORAGE, ALASKA			
<i>One Thousand Skies</i> <i>Sunrise Addition Ph. 1</i>			
A Subdivision of Section 1 and Section 12 Located in T 2 N, R 10 W, Copper River Meridian, Alaska			
Containing 1076 Ac. Chitina Recording District			
DRAWN BY: CB DATE: 07/11/17		DNR APPROVAL RECOMMENDED	
SCALE: 1"=400'		STATEWIDE PLATING SUPERVISOR: DATE:	
CHECKED BY: XXX		SHEET: 1 OF 3	
FILE NO: EPF			



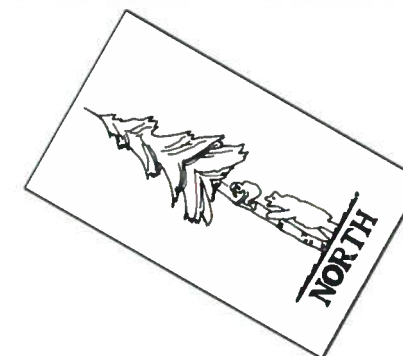


### Legend

-  Test Borings
-  2611.1 Spot elevation
-  ROW (50' from center line)
-  Center Line
-  ROW (50' from center line)
-  25' contour

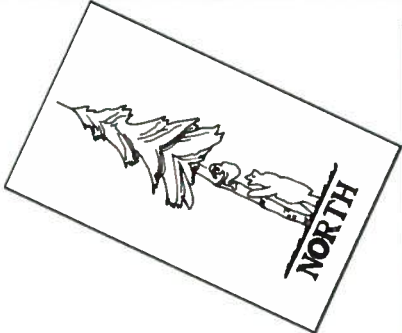
### Notes:

- 1) 5' contour interval
- 2) Material Sites - Material for road construction may be extracted from within the 1) 100 ft. Right-of-Way, 2) either or both material sites shown or 3) ADL 231455. When road construction is complete, material site(s) must be smoothed & leveled, burying all overburden.
- 3) Staging area - Staging area construction is required in one, but can be both, material sites shown and may be a by product of excavation once smoothed and leveled.



DATE OF SURVEY: BEGINNING: MM/DD/YYYY ENDING: MM/DD/YYYY		SURVEYOR: DNR, DMLW, SURVEY SECTION 550 W. 7TH AVE, SUITE 650 ANCHORAGE, AK 99501-3576	
STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF MINING, LAND, AND WATER ANCHORAGE, ALASKA			
One Thousand Skies Phase 1  One Thousand Skies Loop Plan			
Chitina Recording District			
DRAWN BY: CB DATE: 12 Dec 17		DNR APPROVAL RECOMMENDED STATEWIDE PLATTING SUPERVISOR DATE	
SCALE: 1"=100'	CHECKED BY: XXX	SHEET: 2 OF 3	FILE NO. EPF





DATE OF SURVEY: BEGINNING: MM/DD/YYYY ENDING: MM/DD/YYYY		SURVEYOR: DNR, DMLW, SURVEY SECTION 550 W. 7TH AVE, SUITE 650 ANCHORAGE, AK 99501-3576	
STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF MINING, LAND, AND WATER ANCHORAGE, ALASKA			
One Thousand Skies Phase 1  One Thousand Skies Loop Plan  Chitina Recording District			
DRAWN BY: CB DATE: 12 Dec 17		DNR APPROVAL RECOMENDED STATEWIDE PLATTING SUPERVISOR DATE	
SCALE: 1"=100'	CHECKED BY: XXX	SHEET: 3 OF 3	FILE NO. EPF



# **STATEWIDE MATERIAL SITE INVENTORY**

## **MATERIAL SITE** **INSPECTION REPORT**

**Federal Project No. STP-000S(823)**  
**AKSAS Project No. 76149**

**NORTHERN GLENN HIGHWAY**

**MS 42-3-018-5**  
**Mile 136 Pit**

March 21, 2013

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### **CATEGORY:**

#### **ACTIVE – STATUS UNKNOWN**

According to information found in the DOT&PF EDMS system in January 2009 as well as the BLM and DNR case file abstracts, this site lies on State of Alaska lands managed by DNR. An indefinite right-of-way grant (AA-6068) of 24.192 acres including the access road was awarded to DOT&PF by BLM in 1972. The grant was amended in 1973 to include an additional 4.959 acres on the north side of the site. The request for an amended area was then withdrawn by DOT&PF later in 1973 and the right-of-way grant was then modified to relinquish it. However, the amended area appears to have been mined at some time anyway, although the permit status was unclear.

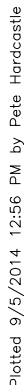
Lands underlying the material site (Sections 35 & 36 T3N R10W CM) were subsequently tentatively approved (GS 1654) to the State of Alaska in 1982. Lands underlying the southern part of the access road (Section 2 T2N R10W CRM) were tentatively approved (GS 2039) to the State of Alaska in 1983, and patented in 1989 (PA 50-89-0654).

DNR issued a materials sale contract (ADL 56902) for sand and gravel with DOT&PF in 1992. This contract expired in 2002 and a new contract (ADL 229095) was implemented in 2004 which expired on August 1, 2012. The case file abstract still shows the contract as being "issued". A note was made in the case file in a 2004 abstract that the material site was in the wrong location on the status plat and it was indicated that the status plat had been updated. However, it appears that the State status plat has still not been updated at this time and it still appears to be in the wrong location in DNR's Alaska Mapper. The site lies in both Sections 35 and 36.

The site is a DMLW Southcentral Region Office (SCRO) Designated Master Material Site (ADL 231455) under AS 38.05.550(b) for the use and operation for the long-term sale and extraction of materials until closed by DNR.

The site adjoins the Glenn Highway right-of-way and there is an existing access road. The site appears to contain significant quantities of sand and gravel and DOT&PF should retain the site for future use.

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GPS COORDINATES FROM GOOGLE EARTH

ACTIVE - STATUS  
UNKNOWN



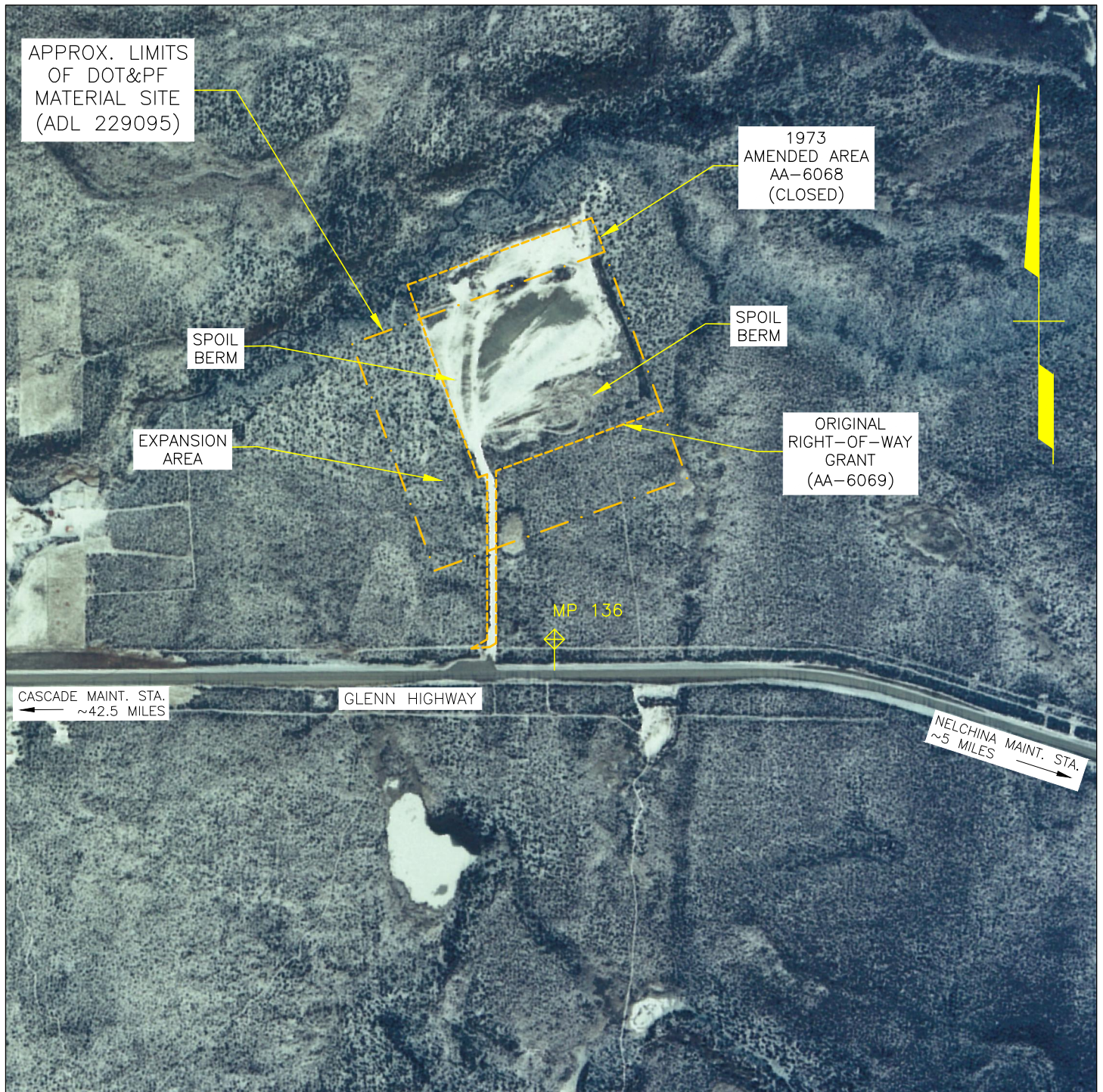
Prepared By:  
R&M CONSULTANTS, INC.

STATEWIDE MATERIAL SITE  
INVENTORY  
MS 42-3-018-5

SCALE AS SHOWN	DESIGNED P.K.H.	DRAWN P.K.H.	PAGE 2
	CHECKED C.H.R.	DATE OCT. 2012	



# SITE MAP



BASE MAP IS OCTOBER 18, 2004 AERIAL PHOTOGRAPHY.  
THIS IS A PLANNING DOCUMENT ONLY. THE MATERIAL SITE BOUNDARIES SHOWN ON THIS  
DRAWING ARE APPROXIMATE. OWNERSHIP OF THE LANDS ADJACENT TO THIS SITE ARE  
UNKNOWN. THE ACCESS ROW SHOULD BE VERIFIED.

## ACTIVE - STATUS UNKNOWN



GRAPHIC SCALE IN FEET

Prepared By:  
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 42-3-018-5			
SCALE AS SHOWN	DESIGNED P.K.H. CHECKED C.H.R.	DRAWN P.K.H. DATE MAR. 2013	PAGE 3A



# SITE MAP



APPROX. LIMITS  
OF DOT&PF  
MATERIAL SITE

GLENN HIGHWAY

BASE MAP IS OCTOBER 18, 2004 AERIAL PHOTOGRAPHY.  
THIS IS A PLANNING DOCUMENT ONLY. THE MATERIAL SITE BOUNDARIES SHOWN ON THIS  
DRAWING ARE APPROXIMATE. OWNERSHIP OF THE LANDS ADJACENT TO THIS SITE ARE  
UNKNOWN. THE ACCESS ROW SHOULD BE VERIFIED.

## ACTIVE - STATUS UNKNOWN



GRAPHIC SCALE IN FEET

Prepared By:  
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 42-3-018-5			
SCALE AS SHOWN	DESIGNED P.K.H. CHECKED C.H.R.	DRAWN P.K.H. DATE MAR. 2013	PAGE 3B

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

**THIS REPORT IS BASED ON A REVIEW OF EXISTING DATA AND BRIEF FIELD INSPECTIONS. THUS THE DATA CONTAINED HEREIN SHOULD BE CONSIDERED PRELIMINARY AND USED FOR PLANNING PURPOSES ONLY. USERS OF THIS DATA SHOULD VERIFY THE INFORMATION PRIOR TO USING IT FOR DESIGN OR CONSTRUCTION PURPOSES.**

**IF OTHER IS SELECTED FOR A SECTION, EXPLAIN IT IN SECTION 44. NOTES.  
IF AN ANSWER IS UNKNOWN SELECT "UNKNOWN" OR LEAVE BLANK**

1. **MS\_ID** 42-3-018-5  
Enter the full material site number e.g.. 31-3-045-2
2. **DATE\_INSPECT** 7/23/2013  
Date of field inspection
3. **FLD\_INSPEC\_ORG** ABE SCHMIDT / R&M CONSULTANTS  
Name of inspector / Organization or Company

4. **REGION** NORTHERN
5. **LOCATION** NORTHERN GLENN HIGHWAY  
Name of Highway Enter Name of Facility or Secondary Route Name (i.e. Kotzebue Airport, Nash Road, etc.)
6. **MILEPOST** 136  
List the closest main highway milepost
7. **NAME** Mile 136 Pit  
Enter commonly used name (s), e.g. Hess pit, Gobblers Knob, Midway. List all that apply separated by commas.
8. **MAINT\_DIST/STAT** District TAZLINA Station NELCHINA  
Highway Maintenance District and Station, for locations not on highways select other.
9. **QUAD** VALDEZ D-8  
U.S.G.S. Quad. Map
10. **TOWNSHIP/RANGE** T#S R#E T3N R10W & T2N R10W Meridian CRM  
Section 35 & 36 1 & 2
11. **COOR\_UTM** ZONE 6  
NORTHING 6,873,410  
EASTING 500,473  
UTM WGS84 - Meters
12. **COOR\_STATE\_PLANE** ZONE 3  
NORTHING 2,921,753  
EASTING 1,470,043  
Alaska State Plane NAD83 - Survey Feet
13. **BOROUGH/CITY** MAT-SU BOROUGH **TAX ID NO.** NA
14. **DNR\_LAND\_USE\_PLAN** SUSITNA - MATANUSKA AREA PLAN

15. **CATEGORY** (To be filled in the office)
- 15a. **CLASSIFICATION** ACTIVE
- 15b. **STATUS** UNKNOWN

# STATEWIDE MATERIAL SITE INVENTORY

## MATERIAL SITE INSPECTION FORM

### 16. **POTENTIAL\_STATUS** SIGNIFICANT

Estimated quantity of material in the site at the time of inspection.

NONE	There appeared to be no useable material in the site.
LIMITED	There appeared to be less than 25,000 c.y. available within the developed site.
SIGNIFICANT	There appeared to be greater than 25,000 c.y. available within the developed site.
EXPANDABLE	There was limited material within the developed site, but there appeared to be significant material outside existing site limits.
UNDEVELOPED	The pit has not been mined/explored (used only for proposed sites).
CLOSED	There may be useable material left in the pit but it is not available.
UNKNOWN	
OTHER	The site does not fit any of the categories above. Explain in Section 44, Notes.

### 17. **PRESENT\_USERS**

17a. **PRESENT\_USER\_1** DOT&PF MAINTENANCE

17b. **PRESENT\_USER\_2** DOT&PF CONSTRUCTION

17c. **PRESENT\_USER\_3** \_\_\_\_\_

18. **PERMITTED\_ACREAGE** 45.2

Area within site permit or R.O.W. boundaries, from permit application or property plat.

19. **DEVELOPED\_ACREAGE** 21.4

Area within an existing pit, excluding spoil berms lying outside the pit, access roads etc. Explain below.

Includes the existing pit within the site limits. Excludes the portion of the pit that lies within the amended (closed) area.

20. **ACREAGE\_COMP\_METHOD** FROM MAP/PHOTO

Method used to determine developed acreage.

21. **EST\_QUAN\_AVAIL** 325,000 ROUGH ESTIMATE

Estimated quantity available (b.c.y.), may be based on acreage computed above plus expansion area.

Explain computation assumptions and calculations below.

Area	Existing Pit	Expansion Area	
Acres	<u>21.4</u>	<u>21.8</u>	
Est. Depth (ft.)	<u>5</u>	<u>10</u>	
Factor (b.c.y. / acre-foot)	<u>1,000</u>	<u>1,000</u>	
Est. Quant. (c.y.)	<u>107,000</u>	<u>218,000</u>	

The estimated quantity assumes that the existing pit can be worked on average 5 ft. in additional depth. It also assumes that the undeveloped expansion area of the site has an average working depth of 14 ft., including an average overburden depth of 4 ft.

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

22. **ACCESS\_TYPE**

EXISTING ROAD / OPEN

NONE

No access road has been built.

EXISTING ROAD / OPEN

Drivable. May have gate.

EXISTING ROAD / REVEG

Can be reopened with little effort.

EXISTING ROAD / CLOSED W/BERMS

Can be reopened with little effort.

EXISTING ACCESS / REMOVED

Can be reopened with much effort.

SNOW ROAD

Can only be accessed during winter.

ICE ROAD

Requires crossing river or lake ice in the winter.

BARGE

Material can only be moved by barge.

OTHER

The site does not fit any of the categories above. Describe in Section 44, Notes.

23. **ACCESS\_LENGTH**

1,200

Approx. length from edge of pit to highway/secondary route (ft.)

24. **VEGETATION**

Vegetation in the undeveloped portion of the site consists of spruce spaced 10 to 20 ft. apart and growing up to 12 in. in diameter. The understory is mainly composed of small shrubs. The developed portion of the site has little new growth of vegetation. The regrowth consists of small poplar, willow, shrubs, fireweed, and grasses.

25. **TYPE\_1**

BORROW PIT

26. **TYPE\_2**

Dominant type

Subordinate type

General Types of Materials Available

Enter data in Type\_2 only if two types of material site available

QUARRY

Bedrock sources requiring blasting

BORROW PIT

Soils or soft bedrock (rippable), above water table

BAILING

Requires production below the water table

RIVER BAR

Sand/gravel bars in active channels

27. **OB\_CLASS\_1**

3 TO 6 FT.

28. **OB\_CLASS\_2**

<3 FT.

New Site or expansion Area

Existing Pit (Spoil)

A site may have both. Data should be based on actual subsurface exploration, otherwise unknown.

Estimated average depth over the area.

NONE

3 TO 6 FT.

UNKNOWN

<3 FT.

>6 FT.

OTHER

29. **OB\_TYPE\_1**

SILT

30. **OB\_TYPE\_2**

SPOIL

New Site or expansion Area

Existing Pit (Spoil)

A site may have both.

SILT

PEAT

SOLID WASTE

OTHER

COLLUVIUM

SPOIL

UNKNOWN



# STATEWIDE MATERIAL SITE INVENTORY MATERIAL SITE INSPECTION FORM

<b>31. MAT_TYPE_1</b> Dominant type	<b>FLUVIAL</b>	<b>32. MAT_TYPE_2</b> Subordinate type
BEDROCK WEATHER. BEDROCK FLUVIAL GLACIAL COLLUVIAL EOLIAN SILT	Bedrock sources requiring blasting Bedrock sources requiring ripping Water deposited sand and gravel, includes glaciofluvial Glacial till Talus slopes, etc. Sand Dunes, etc. Silt deposits, loess, fluvial, etc.	

<b>33. PERMAFROST_1</b> New Site or Expansion Area	<b>DETECTED IN MOST TEST HOLES OR PITS</b>
---	--

<b>34. PERMAFROST_2</b> Existing Site	<b>DATA OUTDATED</b>
--	----------------------

<b>35. GROUNDWATER</b>	<div style="border: 1px solid black; padding: 10px; min-height: 100px;"> <p>Groundwater was noted at 8 feet in one test hole log located in the southwest corner of the expansion area in August, 1986.</p> </div>
------------------------	--

# STATEWIDE MATERIAL SITE INVENTORY

## MATERIAL SITE INSPECTION FORM

### 36. LITHOLOGY\_1

GLACIOFLUVIAL

### 37. LITHOLOGY\_2

Dominant type

Subordinate type

IGNEOUS ROCK

Undifferentiated Igneous Rocks

GRANITIC

Granite/Monzonite/Granodiorite

DIORITE/GABBRO

Diorite/Gabbro

BASALT

Dark colored fine-grained Igneous Rocks

GREENSTONE

Altered Volcanic Rocks w/green tint

METAMORPHIC ROCK

Undifferentiated Metamorphic Rocks

SCHIST/PHYLLITE

Includes rocks ranging from slate to schist

GNEISS

Includes hard schistose rocks

MARBLE

CATACLASTIC

Incl. Valdez Formation Rocks, Kenai Penn.

MÉLANGE

Incl. McHugh Formation Rocks, Kenai Penn.

SEDIMENTARY ROCK

Undifferentiated Sedimentary Rocks

CONGLOMERATE

SANDSTONE

Includes greywacke, etc.

SHALE/MUDSTONE

LIMESTONE

FLUVIAL

River and stream deposits (floodplain), includes outwash.

ALLUVIAL

Alluvial / Debris Fan deposits

GLACIOFLUVIAL

Eskers, kames, etc.

GLACIAL

Till

COLLUVIAL

Talus, etc.

EOLIAN

Sand Dunes, etc.

SILT

Loess, fluvial silts, etc.

OTHER

Explain in Section 44.

### 38. MATERIAL\_CLASSIFICATION

ASTM Classification, generally they should range from coarse to fine.

38a. GP

38c. GM

38e. \_\_\_\_\_

38g. \_\_\_\_\_

38b. GP-GM

38d. SM

38f. \_\_\_\_\_

38h. \_\_\_\_\_

# STATEWIDE MATERIAL SITE INVENTORY

## MATERIAL SITE INSPECTION FORM

### 39. COBBLES\_AND\_BOULDERS

Test Boring Callout / ASTM Classification, either a. or b. and c. not both (Can use ranges i.e. 0 to 20)

39a.	CONTAINS		
39b.	Est. % by VOL.	0 to 20	(Est. From Visual Observations)
39c.	MAX. SIZE (in.)	18	(Observed Size)

### 40. AGG\_TEST\_RESULTS

Year of test or report- Test result / Year of test or report- Test Results

40a. SG APP COARSE	1986- 2.78 / 1989- 2.83, 2.83, 2.81, 2.82, 2.83, 2.85, 2.83, 2.82, 2.81, 2.83, 2.78, 2.80, 2.79, 2.85, 2.86
40b. SG APP FINE	1986- 2.79 / 1989- 2.76, 2.74, 2.73, 2.78, 2.76, 2.77, 2.64, 2.78, 2.75, 2.71, 2.74, 2.75, 2.77, 2.75, 2.77
40c. ABSORPTION CRSE	
40d. ABSORPTION FINE	
40e. NORDIC ABRASION	
40f. L.A. ABRASION	1989- 16, 14
40g. DEGRADATION (T-13)	1989- 69, 58
40h. NASO4 LOSS COARSE	
40i. NASO4 LOSS FINE	

### 41. POTENTIAL\_USABILITY

### TYPES A AND B MATERIAL AVAILABLE

Best known potential use of the material, based on records, exploration and laboratory data.

CONCRETE AGGREGATE PRODUCED	The site has produced concrete aggregate
PAVING AGGREGATE PRODUCED	The site has produced paving aggregate
CRUSHED PRODUCTS PRODUCED	Base, Surface Coarse, Subbase, etc. has been produced.
TYPE A AND B MATERIAL AVAILABLE	0 to 10 percent passing 200
TYPE C AVAILABLE	Compactable material
TYPE C NOT AVAILABLE	Uncompactable material (Lower Kuskokwim and Yukon River, etc.)
UNKNOWN	
OTHER	Explain in Section 44.

### 42. SPECIAL\_PROBLEMS

### VARIABLE MATERIAL TYPES

Special problems encountered or anticipated with use of the material, based on records, exploration and laboratory data.

ORGANIC CONTENT	The material is very difficult to compact.
HIGHLY WEATHERED GRAVEL	The gravel is highly weathered and may break down when handled.
BREAKS DOWN UNDER USE	Material breaks down on grade.
SENSITIVE TO WATER CONTENT	Material is sensitive to water content, i.e.. some glacial tills, soft bedrock.
VARIABLE MATERIAL	Deposit contains mixture of suitable and unsuitable material.
POSSIBLE CONTAMINATION	Site may be contaminated by petroleum products or hazardous materials.
CONTAINS ASBESTOS	Site contains naturally occurring asbestos.
POTENTIAL ASBESTOS	Site in area where naturally occurring asbestos is mapped.
ACID ROCK DRAINAGE	Site contains rock susceptible to producing acid rock drainage.
OTHER	Explain in Section 44, Notes.

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

**43. RIPRAP**

**NOT POSSIBLE**

Class II or larger. Does not include production for erosion control riprap for ditches or culverts.

PREVIOUS PRODUCTION

There is a record of production.

POSSIBLE FURTHER INVESTIGATION NEEDED

The site is a bedrock quarry containing hard rock

NOT POSSIBLE

The site has soft rock or soil.

UNKNOWN

OTHER

Explain in Section 44, Notes.

**44. NOTES**

Note number of item being discussed.

**MEMORANDUM**  
*DEPT. NATURAL RESOURCES*

**State of Alaska**  
*DIVISION OF MINING, LAND & WATER*  
*Survey Unit*

**TO:** Kathryn Young  
LS Section Manager

**DATE:** 15 May, 2017

**FROM:** Cliff Baker, LS I  
Team leader Project Development Team

**TELEPHONE NO:** 269-8522

**SUBJ:** ADL 229494  
One Thousand Skies Subdivision – Geotech investigation

I met with the Brentton Leeper, representative for, Shannon & Wilson, Inc., Geo-technical contractor and the drilling subcontractor at 9:00 am 3 May at the pull out near MP 136 across the Glenn Highway from One Thousand Skies project. We discussed the project and I outlined what information the State was looking to receive at the completion of the investigation. While the contractor and sub were unloading the drilling rig, I started flagging the proposed centerline from the edge of pavement for the Glenn Highway to our north project boundary and potential staging/borrow sites.

We drilled 1 boring hole within each staging site with basically the same soil results. I observed the boring and sample gatherings of boring #1 within the western proposed staging site. It appears that the soils are very hard packed silty sand with minimal gravel to the bottom of the borings. The driller was unable to get a sample at 15 ft. due to the hard-packed soils. Brentton and I strategized for the remaining borings within the eastern alternate staging area and along the proposed centerline. I then continued to flag the proposed centerline for  $\pm 3000$  ft. I checked with the Brentton and the drilling crew on the way out for the evening and they were on boring #4 with pretty much the same results.

The next morning all of us met  $\pm 7:30$  am at the last boring completed the night before. I discovered that Brentton had pre-determined boring locations along the centerline based on distance instead of where we would most likely want to excavate based on cuts and fills for road construction. However, I was able to convince Brentton to do an extra boring on top of a knob and, after he confirmed with home office, to get an extra boring located between the power line and the highway. Shannon & Wilson, Inc. and the drilling sub-contractor completed 9 borings. Silty-sandy-gravel appeared in possibly to borings at a depth of 10-15 ft. However, it appears that the natural in-state soils will not be adequate for non-frost susceptible sub-base for pioneer road standards. Hopefully the sieve analysis of the samples will provide some better results than 1<sup>st</sup> field observations. While the drilling team completed the remaining borings I continued to flag the centerline out another  $\pm 2500$  ft. Though the soils did not provide the desired results I was hoping for, I am very pleased with the location of the centerline. There were only a few pot holes with suspended water from snow melt found. The pot holes should all drain once the ground thaws and no wetlands were encountered along the  $\pm 1$  mile of flagged centerline.

I returned to the office Thursday, 4 May, late afternoon around 5:00 pm. The next day I contacted Chandler Long, SCRO material site adjudicator, about the material site behind the pull out at MP 136. This material site turns out to be a good source used in the past by DOT for all types of material from sub-base to pave aggregate. The site is permitted for 45.2 acres to an average depth of 14 ft. DOT has only used 21.4 acres to a depth of 5 ft. DOT's permit is no longer active. I recommend that Land Sales apply for a long term permit to finish development of the remaining material site for the eventual construction of 4-5 miles of pioneer roads in the One Thousand Skies project.

## **A09 ACCESS ROADS**

**A09.1 PIONEER ACCESS FOR WAIVER PARCELS AND RESIDENTIAL SUBDIVISIONS.** The purpose of this classification is to establish a minimum requirement for any road providing access to proposed waiver subdivisions. This road, whether it is proposed or existing, shall have a minimum surface width of 18 feet, and a 12" gravel subgrade. Additional gravel thickness may be required to provide a stable road surface. Cross drainage culverts, minimum 24" diameter, will be installed where determined necessary and adequate ditches will be provided for drainage. The Public Works Department may require the upgrading of Access Roads where grades exceed 7% in the interest of public safety.

Alaska Department of Transportation &amp; Public Facilities/ Division Name]



## Driveway and Approach Road Permit Application Display

**Driveway permit application successfully updated**

### Application Information

Application Number: 27913

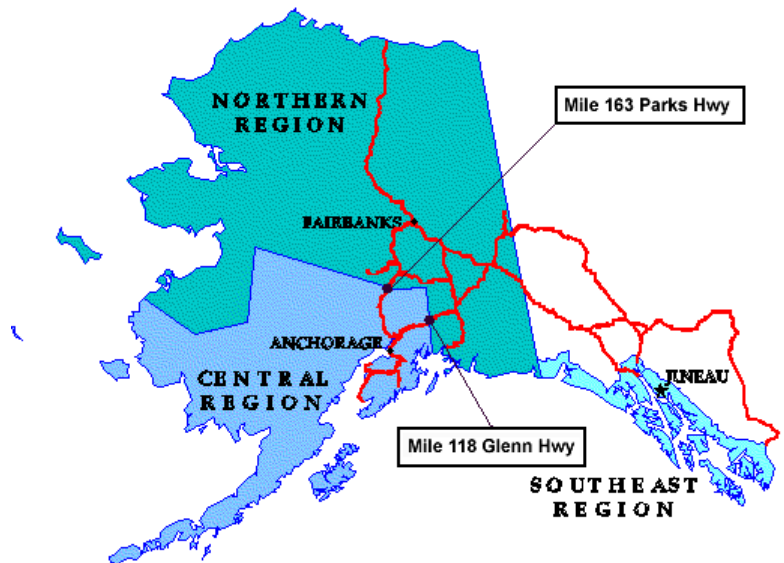
Status: Initial Status

### Customer Information

State DNR-DMLW  
Mr. Cliff E Baker  
Land Surveyor II  
550 W 7th Ave.  
Suite 650  
Anchorage, AK 99501-3576  
(907) 269-8522

### Location Information

Northern Region



136.5 Glenn Highway Copper River 2 North 10 West 1

#### Physical Address

Street Number

Milepost

136.5

Street Name

Glenn Highway

Address Line 2

City

State

AK

Zip

#### Legal Description

Survey Number

Survey Number Type

Lot

Block

Subdivision

Meridian

Township

Range

Section

Recording District

Copper River

2 North

10 West

1

Property Tax ID  
Number

Plat Number

### GPS Coordinates

Latitude

Decimal

Degrees

Minutes

Seconds

**61.9881**

**61**

**59**

**17**

Longitude

**146.9833**

**146**

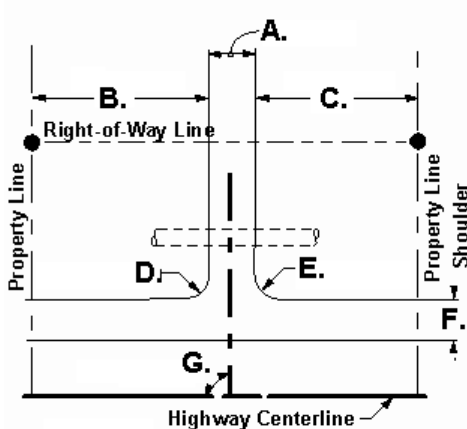
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**60**

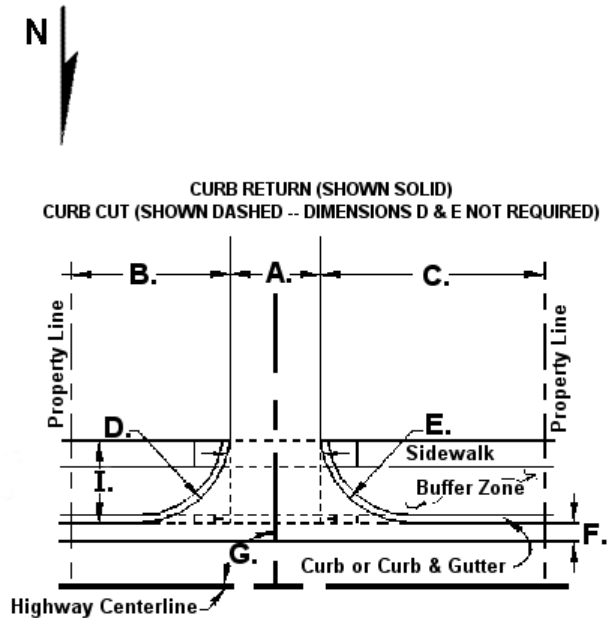
### Driveway Information

Is access available from other public rights of way: **NO**  
 Is driveway/road within a platted right of way: **NO**  
 How many lots will the driveway/road serve: **100**  
 Size of the tract served by driveway/road: **1000.0** acres  
 Is driveway located within a zoning authority: **YES**  
 Zoning designation: **Mat-Su Borough**  
 Is the driveway/road proposed or existing: **Proposed**  
 Date applicant/permittee to complete work in accordance with attached plan: **06/30/2018**  
 Maximum number of vehicles which will use the driveway/road in any one hour: **20**  
 Driveway/approach road main use: **Residential**  
 Speed Limit: **65** mph  
 Sight distance left: **3000** feet  
 Sight distance right: **1000** feet  
 Proposed land use for tract served by driveway/road: **State Land Sale**

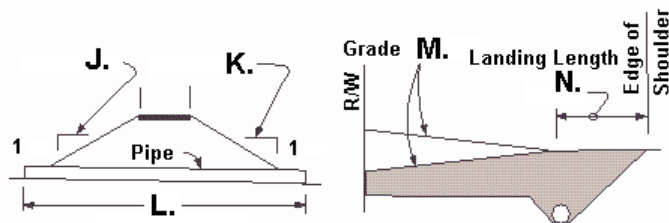
### Driveway Specifications



- A. Driveway width **24** feet
- B. Left edge clearance **500** feet
- C. Right edge clearance **5000** feet
- D. Left return radius **20** feet
- E. Right return radius **20** feet
- F. Shoulder width **2** feet
- G. Approach angle **90** degrees
- H. Curb type
- I. Curb to sidewalk distance







J. Left culvert foreslope	1:
K. Right culvert foreslope	1:
L. Culvert length	50 feet
M. Landing grade	2 percent
N. Landing length	38 feet
O. Culvert diameter	24 inches
P. Culvert type	<b>Corrugated Metal Pipe (CMP)</b>
Q. Ditch depth	3 feet
R. Shoulder type	<b>Paved</b>
S. Road surface type	<b>Gravel</b>
T. Driveway landing surface type	<b>Gravel</b>

### Attachments

Add Attachment

### Provisions

This permit applies only to the State right of way.

This permit grants permission for a driveway allowing access to and from your property onto a State maintained highway. It does not permit the following within the right of way or within that portion of a driveway that is within the right of way: (1) Parking of vehicles "for sale"; (2) Obstructions of any kind (i.e. logs, cables, fencing, etc.); (3) Advertising signs or banners/flags; (4) Parking vehicles with signs/advertising on the side.

A driveway or approach road constructed under permit within a highway right-of-way is the property of the State, but all cost and liability arising from the construction, operation, or maintenance of a driveway or approach road is at the sole expense of those lands served. The Department is not obligated to change its maintenance practices to accommodate a driveway or approach road constructed under a permit, or to incur any additional expense removing snow berms or other obstructions from a driveway or approach road within a right of way resulting from the Department's activities, or activities under a permit issued under 17 AAC 15.

Permittee is responsible for adjusting or relocating the driveway or approach road without cost or liability to the Department if the use or safety of the highway requires that the driveway or approach road be adjusted or relocated.

This permit is not a property right but a temporary authorization, revocable by the State upon violation of any permit terms or conditions, or for other reasons. All reasonable attorney's fees and costs associated with legal or enforcement actions related to the terms and conditions of this permit will be borne by the Permittee.

Any survey monument or monument accessory that is disturbed or destroyed during construction or maintenance of the driveway will be restored or replaced by a Land Surveyor licensed in the State of Alaska.

The Permittee will be responsible for all necessary Federal, State, and Municipal permits and licenses required by law, pay all taxes and special assessments lawfully imposed upon the permitted area, and pay other fees and charges assessed under applicable law.

Placement of fill material in waters of the U.S., including wetlands and streams, requires prior authorization from the U.S. Army Corps of Engineers. It is the responsibility of the owner to contact the Corps before filling activities take place.

The Permittee shall construct and maintain a driveway in such a manner that the highway, and all of the highway's appurtenances or facilities, including drainage facilities, pipes, culverts, ditches, traffic control devices, street lights, pathways, and sidewalks are not impaired or endangered in any way by the construction or maintenance. (17 AAC 10.020(b) If you damage any improvements within the State owned right of way, you will be responsible for returning them to their previous condition. The Department will inspect and approve the restored improvements. (17 AAC 10.065)

Permittee shall indemnify, defend and hold harmless the State, and its officers, employees, and contractors, from any and all claims or actions resulting from injury, death, loss, or damage sustained by any person or personal property resulting directly or indirectly from Permittee's use of or activities in the permitted area.

Landings from all paved roads must be paved and maintained from edge of the road to the length of the landing as stipulated in this permit.

If a culvert is required by this driveway permit, culvert ends must be installed at the time of installation and maintained continuously by the owner.

No person shall place, leave or deposit upon any street, avenue, alley, sidewalk or other public right of way any snow or ice which has been removed from a private driveway, private parking area, or the adjacent property. Permittee is responsible for his snow removal contractor's actions concerning placement of snow from Permittee's property.

If driveway construction or maintenance interferes with the public's safety and/or use of facilities within State owned right of way, you will be directed to stop work until adjustments are made.

While doing construction or maintenance activities do not park equipment or stockpile material on the shoulder during non-working hours.

Permittee is responsible for sight distance clearing of brush and obstructions adjacent to their property.

Driveway landings as stipulated in the permit must be paved and maintained from pavement edge on all paved roads.

Please contact the Department for information about acceptable driveway markers (i.e., size, materials, distance, etc.) for placement within the right of way.

The State will not change its maintenance practices to accommodate your driveway or incur additional expense to clear snow berms or other obstacles resulting from the Department's activities.

### Special Conditions

---

### Fees and Payments Information

---

Please make all checks payable to the **State of Alaska**.

Fee Type	Amount	When to pay
Application Fee	\$ 100.00	Submit with permit application.

### Payments

---

Date	Fee Type	Payment Type	Amount
------	----------	--------------	--------

Please send fees and attachments to the following address:

State of Alaska

Department of Transportation and Public Facilities

Right of Way Section

2301 Peger Road

Attn: Right of Way - Mail Stop: 2553

Fairbanks, AK 99709-5316

Attachments may be faxed to: (907) 451-5411

---

[Edit](#)

• **Edit:** Modify the data above

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[Logout](#)

Department of Transportation  
& Public Facilities  
PO Box 112500  
3132 Channel Drive  
Juneau, Alaska 99811-2500  
Phone: 907-465-3900 || 907-586-8365 (FAX)  
State of Alaska © 2011

**STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> <b>Northern Region</b><br><b>3700 Airport Way</b><br><b>Fairbanks, AK 99709</b><br><b>(907) 451-2740</b> | <input type="checkbox"/> <b>Southcentral Region</b><br><b>550 W 7th Ave., Suite 900C</b><br><b>Anchorage, AK 99501-3577</b><br><b>(907) 269-8552</b> | <input type="checkbox"/> <b>Southeast Region</b><br><b>400 Willoughby, #400</b><br><b>P.O. Box 111020</b><br><b>Juneau, AK 99801</b><br><b>(907) 465-3400</b> |
|---|--|---|

**MATERIAL SITE RECLAMATION PLAN OR  
LETTER OF INTENT/ANNUAL RECLAMATION STATEMENT  
AS 27.19.030 – 27.19.050**

**Non-refundable filing fee for reclamation plan: \$100**

In accordance with Alaska Statute 27.19, reclamation is required of all mining operations, including sand and gravel extraction. Completion of this form will meet the law's requirements for a **reclamation plan** (see below for filing requirements; due date: at least 45 days before mining is proposed to begin; requires approval by the Division of Mining, Land and Water). Completion of this form will also serve as a **letter of intent** for operations exempt from the plan requirement (due date: before mining begins). No approval is required for a letter of intent, but a miner who files a letter of intent must, before December 31, file an **annual reclamation statement** (Section 8 of this form).

Check applicable box:

- |  |   |
|--|---|
| <input type="checkbox"/> <b>A.. RECLAMATION PLAN (REQUIRED</b> if the operation will disturb five or more acres this year, OR 50,000 cubic yards, OR if the operation has a cumulative disturbed area of five or more acres) | <input type="checkbox"/> <b>C. LETTER OF INTENT</b> (less than five acres to be disturbed AND less than 50,000 cubic yards AND less than five acres unreclaimed area)<br><b>NOTE:</b> A miner who files a letter of intent is also required to file an annual reclamation statement at the end of the year. |
| <input type="checkbox"/> <b>B. RECLAMATION PLAN—VOLUNTARY</b> (for an operation below limits shown in Box A but wanting to qualify for the statewide bonding pool)   |   |

THIS RECLAMATION PLAN/LETTER OF INTENT IS FOR CALENDAR YEAR \_\_\_\_\_.  
(IF YOU CHECKED EITHER BOX A OR B ABOVE AND PROPOSE A MULTI-YEAR PLAN, STATE ALL YEARS COVERED.)

**1. MINER INFORMATION** (IF THERE IS MORE THAN ONE MINER, ATTACH A LIST OF THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF ALL OTHER OWNERS, OPERATORS, OR LEASEHOLDERS OF THE MINING OPERATION)

\_\_\_\_\_  
NAME OF MINER WHO WILL SERVE AS AGENT FOR NOTICE PURPOSES

\_\_\_\_\_  
ADDRESS (NOTIFY THE DEPARTMENT OF ANY LATER CHANGE OF ADDRESS)

\_\_\_\_\_  
CITY STATE ZIP CODE TELEPHONE

\_\_\_\_\_  
NAME OF LANDOWNER (IF OTHER THAN MINER) OR PUBLIC LAND MANAGEMENT AGENCY

\_\_\_\_\_  
FEDERAL OR STATE CASEFILE NUMBER (IF ANY) ASSIGNED TO THE SITE

## 2. LEGAL DESCRIPTION OF PROPOSED MINING SITE

LEGAL SUBDIVISION/ SECTION/ QUARTER-SECTION	TOWNSHIP	RANGE	MERIDIAN
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3. **DESCRIPTION OF THE MINING OPERATION** (IF YOU CHECKED BOX A OR B ON P. 1 OF THIS FORM AND ARE PROPOSING A MULTI-YEAR RECLAMATION PLAN, ATTACH SEPARATE SHEETS AS NEEDED SHOWING ACREAGE TO BE MINED, VOLUME TO BE MINED, AND EXISTING ACREAGE OF MINED AREA FOR EACH YEAR COVERED BY THE PLAN)

- a. \_\_\_\_\_ acres      Total acreage to be mined or disturbed during the year.
- b. \_\_\_\_\_ cu. yds.      Estimated total volume to be mined or disturbed, including overburden.
- c. \_\_\_\_\_ Type of material (sand, gravel, peat, etc.).
- d. \_\_\_\_\_ acres      Existing acreage of mined area (disturbed area that has not yet been reclaimed, but counting only acreage disturbed after October 15, 1991)

## 4. DESCRIPTION OF THE RECLAMATION OPERATION

- a. The total acreage that will be reclaimed during the year (or each year, if for a multi-year reclamation plan) is:  
\_\_\_\_\_.
- b. Provide a list of equipment (type and quantity) to be used during the reclamation operation.
- c. A time schedule of reclamation measures shall be included as part of the plan.

The following measures must be considered in preparing and implementing the reclamation plan. Please mark those measures appropriate to your reclamation activity:

- ☐ Topsoil that is not promptly redistributed to an area being reclaimed will be separated and stockpiled for future use. This material will be protected from erosion and contamination by acidic or toxic materials and preserved in a condition suitable for later use.
- ☐ The area will be backfilled, graded and recontoured using strippings, overburden, and topsoil to a condition that allows for the reestablishment of renewable resources on the site within a reasonable period of time. It will be stabilized to a condition that will allow sufficient moisture to be retained for natural revegetation.
- ☐ Stockpiled topsoil will be spread over the reclaimed area to promote natural plant growth that can reasonably be expected to revegetate the area within five years.
- ☐ Stream channel diversions will be relocated to a stable location in the flood plain.
- ☐ Exploration trenches or pits will be backfilled. Brush piles, vegetation, topsoil, and other organics will be spread on the backfilled surface to inhibit erosion and promote natural revegetation.
- ☐ All buildings and structures constructed, used, or improved on land owned by the State of Alaska will be removed, dismantled, or otherwise properly disposed of at the completion of the mining operation.
- ☐ Any roads, airstrips or other facilities constructed to provide access to the mining operation shall be reclaimed (unless otherwise authorized) and included in the reclamation plan.
- ☐ Peat and topsoil mine operations shall ensure a minimum of two inches of suitable growing medium is left or replaced on the site upon completion of the reclamation activity.

- ☐ If extraction occurs within a flood plain, the reclamation activity shall reestablish a stable bed and bank profile such that river currents will not be altered and erosion and deposition patterns will not change.

NOTE: If you propose to use reclamation measures other than those shown above, or if the private landowner or public land manager of the site requires you to use stricter reclamation measures than those shown above, attach a list of those measures to this plan.

## 5. ALTERNATE POST-MINING LAND USE

- ☐ The mining site is public land. The land management agency's land use plan (if any) for post-mining land use is: \_\_\_\_\_.
- ☐ The mining site is public land. As allowed by AS 27.19.030(b), I propose to reclaim it to the following post-mining land use: \_\_\_\_\_.
- ☐ The mining site is private property. The private landowner plans to use it for the following post-mining land use: \_\_\_\_\_.

## 6. ATTACHMENTS

- ☐ If the mining operation has additional owners, operators, or leaseholders not shown on p. 1 of this form, attach a list of their names, addresses, and telephone numbers.
- ☐ Attach a USGS map at a scale no smaller than 1:63,360 (inch to the mile) showing the general vicinity of the mining operation and the specific property to be mined. Option: If you checked Box C on the first page of this form and the mining site is adjacent to an airport or public highway, state the name of the airport or the name and milepost of the public highway.
- ☐ Attach a diagram of the mined area (this term includes the extraction site, stockpile sites, overburden disposal sites, stream diversions, settling ponds, etc.) and the mining operation as a whole (this term includes the roads you plan to build, your power lines, support facilities, etc.). Show and state the number of acres to be mined during the year. (If you checked Box A or B on the first page of this form and your plan covers more than one year, show each year's work.) Show the location corners or property boundaries of the site in relation to the reclamation work and any other areas affected by the operation.
- ☐ Attach a list of the equipment (type and quantity) to be used during the reclamation activity.
- ☐ A time schedule of events must be attached that includes dates and activities related to this reclamation plan.
- ☐ If the site is private land not owned by the miner, attach a signed, notarized statement from the landowner indicating the landowner's consent to the operation. The landowner may also use the consent statement to notify the department that the landowner plans a post-mining land use incompatible with natural revegetation and therefore believes that reclamation to the standard of AS 27.19.020 is not feasible.
- ☐ For those miners that are required to file an annual reclamation statement, attach photographs and/or videotapes dated and described as to location of the reclamation activity that was completed.
- ☐ If you propose to use reclamation measures other than those listed on this form, or if the private landowner or public land manager of the site requires you to use stricter reclamation measures, attach a list of those measures.

**7. RECLAMATION BONDING** (REQUIRED **ONLY** IF YOU CHECKED BOX A or B ON THE FIRST PAGE OF THIS FORM)

The total acreage of my mining operation that is subject to the bonding requirement for the current year is

\_\_\_\_\_ acres (add acreages stated in Section 3(a) and 3(d) of this form).

The per-acre bond amount is \$750/acre or a total bond amount of \$\_\_\_\_\_.

Please check the appropriate bonding method that you will apply toward this reclamation plan:

- ☐ Participation in the statewide bonding pool.
- ☐ Posting a corporate surety bond.
- ☐ Posting a personal bond accompanied by a letter of credit, certificate of deposit, or a deposit of cash or gold.
- ☐ Posting a bond or financial guarantee with another government agency that has jurisdiction over the mining operation, as allowed by a cooperative management agreement between that agency and the Division of Mining, Land and Water.
- ☐ Posting a general performance bond with a state agency that meets the requirements of 11 AAC 97.400(4).

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The above reclamation plan/letter of intent and all attachments are correct and complete to the best of my knowledge.

\_\_\_\_\_  
Signature of Miner

\_\_\_\_\_  
Date

AS 27.19.030 and AS 27.19.050 require a miner either to file a reclamation plan for approval or to file a letter of intent followed by an annual reclamation statement. **AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(9) and confidentiality is requested). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210.**

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8. **ANNUAL RECLAMATION STATEMENT—REQUIRED IF YOU FILED A LETTER OF INTENT (CHECKED BOX C ON THE FIRST PAGE) FOR THIS OPERATION. DUE DATE: DECEMBER 31, \_\_\_\_\_. YOU MUST FILE EVEN IF THE MINING DESCRIBED IN YOUR LETTER OF INTENT DID NOT TAKE PLACE.**

This \_\_\_\_\_ annual reclamation statement is for:  
(year)

- a. \_\_\_\_\_ acres Total acreage mined.
  - b. \_\_\_\_\_ cu. yds. Total volume mined or disturbed, including overburden.
  - c. \_\_\_\_\_ acres Total acreage reclaimed.
  - d. \_\_\_\_\_ acres Cumulative total of unreclaimed acreage.
  - e. Reclamation measures that were used (check appropriate measures from Section 4, DESCRIPTION OF THE RECLAMATION OPERATION, and attach list of additional or stricter measures if applicable).
- 

The above annual reclamation statement and all attachments are correct and complete to the best of my knowledge.

\_\_\_\_\_  
Signature of Miner

\_\_\_\_\_  
Date

AS 27.19.030 and AS 27.19.050 require a miner either to file a reclamation plan for approval or to file a letter of intent followed by an annual reclamation statement. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(9) and confidentiality is requested). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210.



**STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Northern Region<br>3700 Airport Way<br>Fairbanks, AK 99709<br>(907) 451-2740 | <input checked="" type="checkbox"/> Southcentral Region<br>550 W 7th Ave., Suite 900C<br>Anchorage, AK 99501-3577<br>(907) 269-8552 | <input type="checkbox"/> Southeast Region<br>400 Willoughby, #400<br>P.O. Box 111020<br>Juneau, AK 99801<br>(907) 465-3400 |
|---|---|--|

**INSTRUCTIONS FOR COMPLETING A DEVELOPMENT PLAN**

A development plan is a written statement (narrative) and a sketch or blueline drawing describing the proposed use and development of state land. The information contained in a development plan is needed to provide a complete review of the application and the proposed use and development, and helps to determine the terms and conditions of the authorization and the level of bonding and insurance that may be required.

Most applications submitted to the Division of Mining, Land and Water must have an attached development plan. The few exceptions to this rule include applications for state land sales and some types of land use permit. The amount and type of information included in the development plan will depend on the proposed use and level of development. Insufficient information in the development plan and/or application or failure to provide a development plan may result in a delay in processing the application. If you are unsure whether your application will require a development plan, contact the regional office responsible for managing the area you are planning to use (regional office addresses and phone numbers are shown at the top of this sheet).

If the application is approved, the approved development plan becomes a part of the authorization document. Authorized activities are limited to those described in the development plan and/or authorization document. The development plan must be updated if changes to an approved project are proposed before or during the project's siting, construction, or operation; if any additional structures, buildings, or improvements are proposed; or if there is a change in activity that was not addressed during consideration of the application. Please note that these development plans or plan changes must be approved by the Division of Mining, Land and Water before any change occurs in use, construction, or activity. Conducting activities that are not authorized by the development plan and authorization document could result in revocation and termination of the authorization and/or other appropriate legal action.

I. **General Guidelines for Preparing a Development Plan** For new authorizations, the development plan must show the proposed improvements and/or use areas, as well as preconstruction plans. For existing authorizations without a current development plan or if the development plan is being updated, the plan must show existing improvements and/or use areas, etc., and any known future changes. The development plan must include:

- **Maps:** a USGS map at a scale of at least 1:63,360 showing the location of the proposed project; a blueline drawing or sketch, drawn to scale (the attached diagram may be used); and
- **Written Project description:** a detailed written description (narrative) of the intended use and level of development planned under the authorization and an explanation of the sketch or blueline drawing.

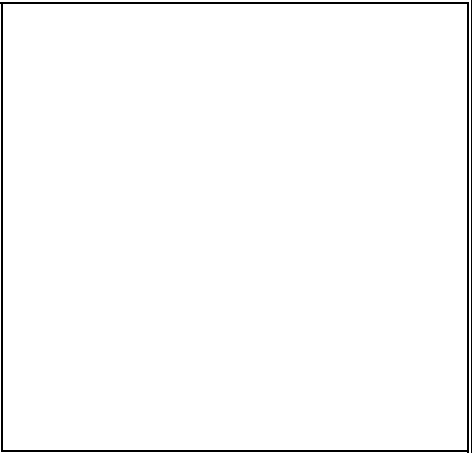
II. **Land Use Permits** Permanent improvements cannot be authorized by a land use permit. However, a development plan accompanying a land use permit application must describe nonpermanent structures and activities. (Nonpermanent structures are structures that can be easily and quickly taken down and removed from the site, without any significant disturbance or damage to the area.) Several of the specific development plan items listed below will not apply to activities authorized under a land use permit; those items that do apply should be described in as much detail as possible, to enable prompt review of the application. If the proposed land use permit activity is of a mobile nature, such as a permit to move heavy equipment across state land, a development plan is not required; but a map showing the proposed route of travel is required. If the impact would not have a significant effect on the environment, such as a permit to harvest wild produce, a development plan is not required, but a map showing the location of the proposed harvest area is required.

III. **Narrative portion of the development plan** Describe the type of activities or development planned for the site; specify if any facilities are intended for commercial use, or will be rented out; and provide a description and explanation of the items shown on the sketch or blueline. Following is a list of specific information to be included in the narrative, if applicable to the proposed project:

- **Legal description.** Provide a legal description of the parcel, i.e. a metes and bounds description, survey, lot and block, aliquot part, or other legal description.
- **Terrain/ground cover.** Describe the existing terrain/ground cover, and proposed changes to the terrain/ground cover.
- **Access.** Describe existing and planned access, and mode of transportation. If public access is to be restricted, define possible alternative public access routes.
- **Buildings and other structures.** Describe each building or structure, whether permanent or temporary, including a description of the foundation as well as the building and floor construction; the date when the structure is to be constructed or placed on the parcel; the duration of use; and what activities are to occur within each structure.
- **Power source.** Describe type and availability of power source to the site.
- **Waste types, waste sources, and disposal methods.** List the types of waste that will be generated on-site, including solid waste, the source, and method of disposal.
- **Hazardous substances.** Describe the types and volumes of hazardous substances present or proposed, the specific storage location, and spill plan and spill prevention methods. Describe any containment structure(s) and volume of containment structure(s), the type of lining material, and configuration of the containment structure. Provide Material Safety Data Sheets (MSDS).
- **Water supply.** Describe the water supply and wastewater disposal method.
- **Parking areas and storage areas.** Describe long-term and short-term parking and storage areas, and any measures that will be taken to minimize drips or spills from leaking vehicles or equipment. Describe the items to be stored in the storage areas.
- **Number of people using the site.** State the number of people employed and working on the parcel, and describe the supervisor/staff ratio. Estimate the number of clients that will be using the site.
- **Maintenance and operations.** Describe the long-term requirements, how they will occur and who will perform the work. Specify if any subcontractors will be involved, and explain the tasks they will perform.
- **Closure/reclamation plan.** Provide a closure/reclamation plan, if required for the type of authorization being applied for, e.g. material sale.

IV. **Sketch or blueline portion of the development plan** The sketch or blueline must be drawn to scale, and each item labeled in such a way that the information contained in the drawing can be located in the narrative portion of the development plan (professional quality drafting and mechanical lettering is preferred). Following is a list of information to be shown on the drawing, if applicable:

- Section, Township, and Range lines; North arrow; scale; title; and legend (attached is an acceptable format).
- All property boundaries, ordinary or mean high water lines, and existing or proposed rights-of-way; major topographic features such as roads, streams, rivers, and lakes, and their geographic names.
- Location and dimensions of any gravel pads, or cement foundations, buildings, and other structures and improvements, appropriately labeled.
- Location of any buried or above-ground utility lines (power, water, fuel, natural gas, etc.); sewage facilities, including sewage and wastewater outfall point; underground water system; and water source (if any).
- Location where any hazardous substances, including but not limited to oil, lubricants, fuel oil, gasoline, solvents, and diesel fuel, are stored. Method of storage (tank, drum, etc.).
- Location of parking areas, and areas for the storage of inactive vehicles; snow storage areas; storage areas for any other items not mentioned above (drill rigs, camps, pipe, watercraft, etc.).



VICINITY MAP

Date Prepared:	Applicant's Name:
STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF MINING, LAND AND WATER	
DIAGRAM	
Sec.(s) _____ Township_____, Range_____, Meridian_____	
Scale: 1" = ____	
SHEET __ OF __	File #

# STATE OF ALASKA

## DEPARTMENT OF NATURAL RESOURCES

### Division of Mining, Land and Water

Northern Region Land Office,  
Fairbanks  
(907) 451-2740

Southcentral Region Land Office,  
Anchorage  
(907) 269-8552

Southeast Region Land Office,  
Juneau  
(907) 465-3400

Dear Applicant:

The Department of Natural Resources, Division of Mining, Land and Water's (DMLW) regional land offices are responsible for managing state land and resources. Certain activities on state land require a land use permit, while other activities are considered "generally allowed" or require other authorizations. Commercial recreation facilities that remain no longer than 14 days in any one site may obtain a commercial recreation permit rather than a land use permit. Additional information and forms are available at any Division of Mining, Land and Water regional land office and the Public Information Centers in Anchorage and Fairbanks.

#### **Land Use Permits:**

- authorize the temporary use of state land or resources;
- can be issued for up to five years;
- do not convey any interest in state land;
- are revocable with or without cause;
- are not transferable;
- do not constitute waiver of any other state, federal, or local laws; and

#### **A Complete Land Use Permit Application Package includes the following items:**

**A Land Use Permit application form completed and signed by the applicant.** Applicants proposing:

- the use of the uplands and non marine waters must also complete the Supplemental Questionnaire for Use of Uplands and/or Non Marine Waters accompanying this application;
- off-road travel must also complete the Supplemental Questionnaire for Off-Road Travel accompanying this application; and/or
- the use of tide and submerged lands must also complete the Supplemental Questionnaire for Use of Marine Waters accompanying this application.

The **site development diagram** required in the Supplemental Questionnaire for Use of Uplands and/or Non-Marine Waters and the Supplemental Questionnaire for Use of Marine Waters should show each item labeled so that it corresponds with your description in the Questionnaire. **The site development diagram must include:**

- **Location** - Section, Township, and Range lines; North arrow; scale; title; legend (may be attached).
- **Boundaries** – Boundaries and dimensions of proposed area of use and their relation to geographic features, including water bodies, and existing trails or rights-of-way.
- **Structures and Storage** - Location and dimensions of buildings, tent platforms, out-buildings and other improvements, and of equipment parking and storage areas, including snow storage areas.
- **Hazardous substances** – Location and dimensions of storage facilities for hazardous substances, including but not limited to oil, lubricants, fuel oil, gasoline, solvents, and diesel fuel. Include method and dimensions of storage (tank, drum, etc.).

**Other items that must accompany the application package are:**

**Map** - a topographic map of sufficient scale to show the location of the proposed activity. The map may be either 1:250,000 or 1:63,360.

**Filing Fees** - A \$100.00 non-refundable filing fee is required by regulation (11 AAC 05.010(5)(B)). Make checks payable to the "State of Alaska".

**Other Miscellaneous Items:** Items specifically identified and required in any of the supplemental questionnaires.

**Completed Land Use Permit Applications should be mailed to one of the following offices:**

**Public Information Center**  
**550 W. 7<sup>th</sup> Ave, Suite 1360**  
**Anchorage, AK 99501**  
**(907) 269-8400**

**Public Information Center**  
**3700 Airport Way**  
**Fairbanks, AK 99709**  
**(907) 451-2705**

**MLW Information Office**  
**P.O Box 111020**  
**Juneau, AK 99811-1020**  
**(907) 465-3400**

**Pre-Permit Issuance Requirements:** Prior to issuance of a permit, an applicant is required to submit one or more of the following:

**Use Fees** - The use fee depends on the type of activity, length of use and the acreage authorized for use. Regulations under 11 AAC 05.010(e)(6)-(9) describe use fees for different activities authorized under land use permits.

**Performance Guaranty (Bond)** - A performance guaranty is held by the state to assure performance and to pay for corrective action if the use of state land fails to comply with the requirements of the permit. The DMLW uses a bonding matrix to determine the amount of a performance guaranty. Acceptable types of performance guaranties include:

- a. cash or check made out to the State of Alaska;
- b. a Certificate of Deposit (CD) in the state's name; or
- c. a corporate surety bond.

**Insurance** - Insurance to protect you and the state from liabilities incurred through the use of state property.

**Survey** - Surveys are generally not required for land use permits. Some authorizations may require a Global Positioning System (GPS) to determine the location of the project.

If you have any questions prior to submitting your application, you are encouraged to meet with a member of the Division of Mining, Land and Water staff about your proposed activity.

**ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED**

**STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER**

**LAND USE PERMIT APPLICATION**

**AS 38.05.850**

**Applicants must complete all sections of this application. In addition, applicants proposing:**

- the use of the uplands and non marine waters must also complete the Supplemental Questionnaire for Use of Uplands and Non Marine Waters accompanying this application;
- off-road travel must also complete the Supplemental Questionnaire for Off-Road Travel accompanying this application; and/or
- the use of tide and submerged lands must also complete the Supplemental Questionnaire for Use of Marine Waters accompanying this application.

**Other items that must accompany the completed application are:**

- **a (non-refundable) \$100 application filing fee;**
- a 1:250,000 or 1:63,360 scale USGS map showing the location of the proposed activity;
- additional items identified and required in any supplemental questionnaire(s) to this application; and
- additional pages if more space is necessary to answer the questions completely.

**Completed Land Use Permit Applications should be mailed to one of the following offices:**

**Public Information Center  
550 W. 7<sup>th</sup> Ave, Suite 1360  
Anchorage, AK 99501  
(907) 269-8400**

**Public Information Center  
3700 Airport Way  
Fairbanks, AK 99709  
(907) 451-2705**

**MLW Information Office  
P.O. Box 111020  
Juneau, AK 99811-1020  
(907) 465-3400**

**LAS # \_\_\_\_\_**

**Applicant Information:**

Applicant Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Doing Business As \_\_\_\_\_ Contact Person \_\_\_\_\_ EIN \_\_\_\_\_

Mailing Address with City, State and Zip \_\_\_\_\_ Email Address \_\_\_\_\_

( ) ( ) ( ) ( )

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ FAX \_\_\_\_\_

If you are applying for a corporation, give the following information:

Name, address and place of incorporation: \_\_\_\_\_

Is the corporation qualified to do business in Alaska? **Yes** [ ] **No** [ ]. **If yes, provide name, address and phone number of resident agent:** \_\_\_\_\_

**Type of User, Select one:** [ ] Private non-commercial (personal use) [ ] Commercial Recreation or Tourism  
[ ] Public Non-profit including Federal, State, Municipal Government Agency [ ] Other commercial or industrial

**Duration of Project:** The proposed activity will require the use of state land for: **(Check one)**

[ ] a single term of less than one year. **Beginning month:** \_\_\_\_\_ **Ending month:** \_\_\_\_\_

[ ] a multi year term for up to 5 years. **Beginning year:** \_\_\_\_\_ **Ending year:** \_\_\_\_\_

If multi year and seasonal, circle months of use in each year. Jan., Feb., Mar., Apr., May, Jun., Jul., Aug., Sept., Oct., Nov., Dec.

**Project Location**

Latitude/Longitude or UTM: \_\_\_\_\_ or

\_\_\_\_ Section: \_\_\_\_\_, Township: \_\_\_\_\_, Range: \_\_\_\_\_, Meridian: \_\_\_\_\_

(The spaces below are to be used if the boundaries of the proposed project cross section lines.)

\_\_\_\_ Section: \_\_\_\_\_, Township: \_\_\_\_\_, Range: \_\_\_\_\_, Meridian: \_\_\_\_\_

\_\_\_\_ Section: \_\_\_\_\_, Township: \_\_\_\_\_, Range: \_\_\_\_\_, Meridian: \_\_\_\_\_

Proposed project will require the use of up to \_\_\_\_\_ acres. (Add additional sheets as necessary)

**Project Description** - Describe in detail your intended use of state land. (State land also includes all tide and submerged lands beneath coastal waters and all shorelands beneath other navigable water bodies of the state.) Discuss development and activities. (Attach additional pages as necessary.)

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Should a portion of the permitted area be closed to the general public? Yes ☐ No ☐. If yes, explain which portion and provide justification for exclusive use:

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**Site Description** - Briefly describe the current condition of the proposed site of use, noting any trash, garbage, debris or signs of possible site contamination (If significant, we recommend you provide pictures to establish initial conditions):

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Are there improvements or materials on the site now? Yes ☐ No ☐ If yes, briefly describe the improvements, their approximate value, and who owns them (We recommend you provide pictures of improvements):

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**Site Description continued** - Describe the natural vegetation --- ground cover, trees, shrubs --- and any proposed changes. Describe the location of any estuarine, riparian, or wetlands and any noticeable animal use of area.

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**Site Access** - Describe how you plan to access the site, and your mode of transportation.

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If your access is by aircraft, specify the type and size of aircraft: \_\_\_\_\_

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To access the site, the aircraft is equipped with **floats** ☐ **wheels** ☐ **skis** ☐.

**Number of people**

1. Indicate the number of employees and supervisors who will be working on the site. \_\_\_\_\_
2. Indicate the number of customers who will be using the site per year or season. \_\_\_\_\_
3. Indicate the number of days the site will be used per year or season. \_\_\_\_\_

**Environmental Risk / Hazardous Substances** - In the course of your proposed activity will you generate, use, store, transport, dispose of, or otherwise come in contact with toxic and/or hazardous materials, and/or hydrocarbons? **Yes** ☐ **No** ☐. **If yes**, please describe:

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The types and volumes of fuel or other hazardous substances present or proposed: \_\_\_\_\_

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The specific storage location(s): \_\_\_\_\_

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The spill plan and prevention methods: \_\_\_\_\_

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**Environmental Risk/Hazardous Substances (continued)** - If you plan to use either above or below ground storage containers (like tanks, drums, or other containers) for hazardous material storage, answer the following questions for each container:

Where will the container be located? \_\_\_\_\_

What will be stored in the container? \_\_\_\_\_

What will be the container's size in gallons? \_\_\_\_\_

Give a description of any secondary containment structure, including volume in gallons, the type of lining material, and configuration:

\_\_\_\_\_

Will the container be tested for leaks? **Yes**[ ☐ ] **No**[ ☐ ]

Will the container be equipped with leak detection devices? **Yes**[ ☐ ] **No**[ ☐ ]. **If no**, describe: \_\_\_\_\_

\_\_\_\_\_

Do you have any reason to suspect, or do you know if the site may have been previously contaminated? **Yes**[ ☐ ] **No**[ ☐ ]. **If yes**, please explain:

\_\_\_\_\_

\_\_\_\_\_

Date Stamp:

\_\_\_\_\_  
Signature of Applicant or Authorized Representative

\_\_\_\_\_  
Title

AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made part of the state public record and becomes public information under AS 09.25.110 and 09.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(9) and confidentiality is requested.) Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit is punishable under AS 11.56.210.

## Land Use Permit Application Supplemental Questionnaire for: Off Road Travel

Answer the following questions if your proposed activity includes off-road travel.

**Terrain Factor.** Circle the following terrain type(s) that best describes your route of travel:

- Wetlands
- Open, non-tundra or wetland areas.
- Rivers or other water bodies.
- Wooded areas with trees of 6" or greater diameter (at breast height).
- Tundra areas.

**Vehicles and Weight.** List the number and kinds of vehicles to be used for motorized travel, the weight of each vehicle and the weight of each trailer or sled (including loaded weight) to be carried by that vehicle:

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**Mileage.**

- State the average total miles traveled in one round trip: \_\_\_\_\_
- State the number of trips proposed: \_\_\_\_\_

**Season Factor.** Proposed date(s) of travel will be: **From:** \_\_\_\_\_ **To:** \_\_\_\_\_

**Stream and Water Body Crossings.** - Note who you contacted in the ADF&G, Division of Habitat:

Date: \_\_\_\_\_ Person: \_\_\_\_\_

**Fuel and Hazardous Substance Factor.** The volume of fuel and hazardous substances to be used is the total volume (in gallons) to be carried on one vehicle and any trailers or sleds that vehicle is towing.

- Maximum volume of fuel (in gallons) that is being transported by one vehicle and any trailers or sleds it is towing: \_\_\_\_\_ gallons.
- Hazardous substances other than fuel:  
Substance \_\_\_\_\_  
Substance \_\_\_\_\_
- Do you have an Oil Discharge Prevention and Contingency Plan approved by the Alaska Department of Environmental Conservation? **Yes[ ] No[ ]**
- Do you have either a trained spill response team or a contract with a spill response company? **Yes[ ] No[ ]**

## Land Use Permit Application Supplemental Questionnaire for: Use of Uplands and Non Marine Waters

To be completed to provide more detailed information about projects or activities requiring the use of state owned uplands and non marine waters. All site development details identified in this section must be represented graphically in the scaled drawings on Page 4 of the supplement.

**Temporary Structures** – 1) Describe all temporary improvements (including buildings, tent platforms, out-buildings, docks, floats, and floating facilities), including their dimensions and building materials. 2) Label improvements to be maintained on a year round basis as year round. **Note:** Seasonal improvements must be completely dismantled and removed or stored on or before the end of authorized terms of use.

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Distance structures including pit privies will be located from the ordinary highwater mark of the nearest freshwater body (lake, stream, river, etc), or the mean high water mark of a saltwater body: \_\_\_\_\_

**Harvest of Non-Timber Related Forest Products** – Please list the type and quantity of each non-timber related forest product (berries, ferns, willow, mushrooms, birch bark, etc.) to be harvested for commercial use:

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Contact the DNR Division of Forestry to obtain authorizations for the harvest of small trees.

**Motorized Equipment** - List mechanized/motorized equipment to be used, including type, size, purpose, and number of each.

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**Storage and Parking** - If you plan to store items or park boats, vehicles and/or heavy equipment on the site, describe complete the following:

Describe and give dimensions of long term and short term parking and or storage areas. \_\_\_\_\_

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Is parking or storage planned to take place on filled tidelands. Yes[ ] No[ ]

Does storage involve structures or materials floating in a waterbody? Yes[ ] No[ ] If yes, describe. \_\_\_\_\_

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**Storage and Parking (continued)**

Number of disassembled tent frames \_\_\_\_\_

Number of tent platforms \_\_\_\_\_

List and describe items that are large and difficult to transport. Include dimensions: \_\_\_\_\_

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Will barrel(s) or an equivalent type of storage container be used? **Yes**[ ☐ ] **No**[ ☐ ] If using something other than barrels for storage containers, describe the alternative container.

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Describe any measures you plan to take to minimize drips or spills from leaking vehicles or equipment. \_\_\_\_\_

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**Water / Wastewater****Water Supply** – Describe the water supply and proposed use. \_\_\_\_\_

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**Wastewater** – Describe the wastewater type and quantity and proposed method of wastewater disposal: (for the marine environment, also describe the proposed gray and black water systems or out fall pipeline).

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**Waste** – Describe the types of waste that will be generated on-site, including solid waste, the source of the waste, and the method of waste disposal, i.e. pit privy, or self-contained system, or outfall line; indicate distance from the nearest waterbody.

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### **Animal Use**

Will there be any use of animals (horses, llamas, dogs, etc.)? Yes[ ] No[ ]

Will there be commercial use of the animals (horseback rides, packing, dog sled rides, etc.)? Yes[ ] No[ ] If yes, please explain:

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**Dismantle, Removal, Restoration Plan** – Provide a plan for dismantling and removing temporary structures. Include method and timeline for total site restoration:

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**SHORT TERM (PORTABLE) COMMERCIAL RECREATION CAMPS:** Identify commercial recreation activity/activities for which short term (portable) camps **will be** established to accommodate employees and clients, and provide a general description of the location(s) (e.g. guide use area, game management sub-unit, river, stream, lake, etc.) where the recreational activity/activities and short term (portable) camp use will occur.

\_\_\_ **Big Game Guiding: (List up to 3 Guide Use Areas.)** \_\_\_\_\_

\_\_\_ **Sportfishing (List river corridors, lakes, etc.)** \_\_\_\_\_

\_\_\_\_\_

\_\_\_ **Boating/Rafting/Kayaking: (List river corridors, lakes, etc.)** \_\_\_\_\_

\_\_\_\_\_

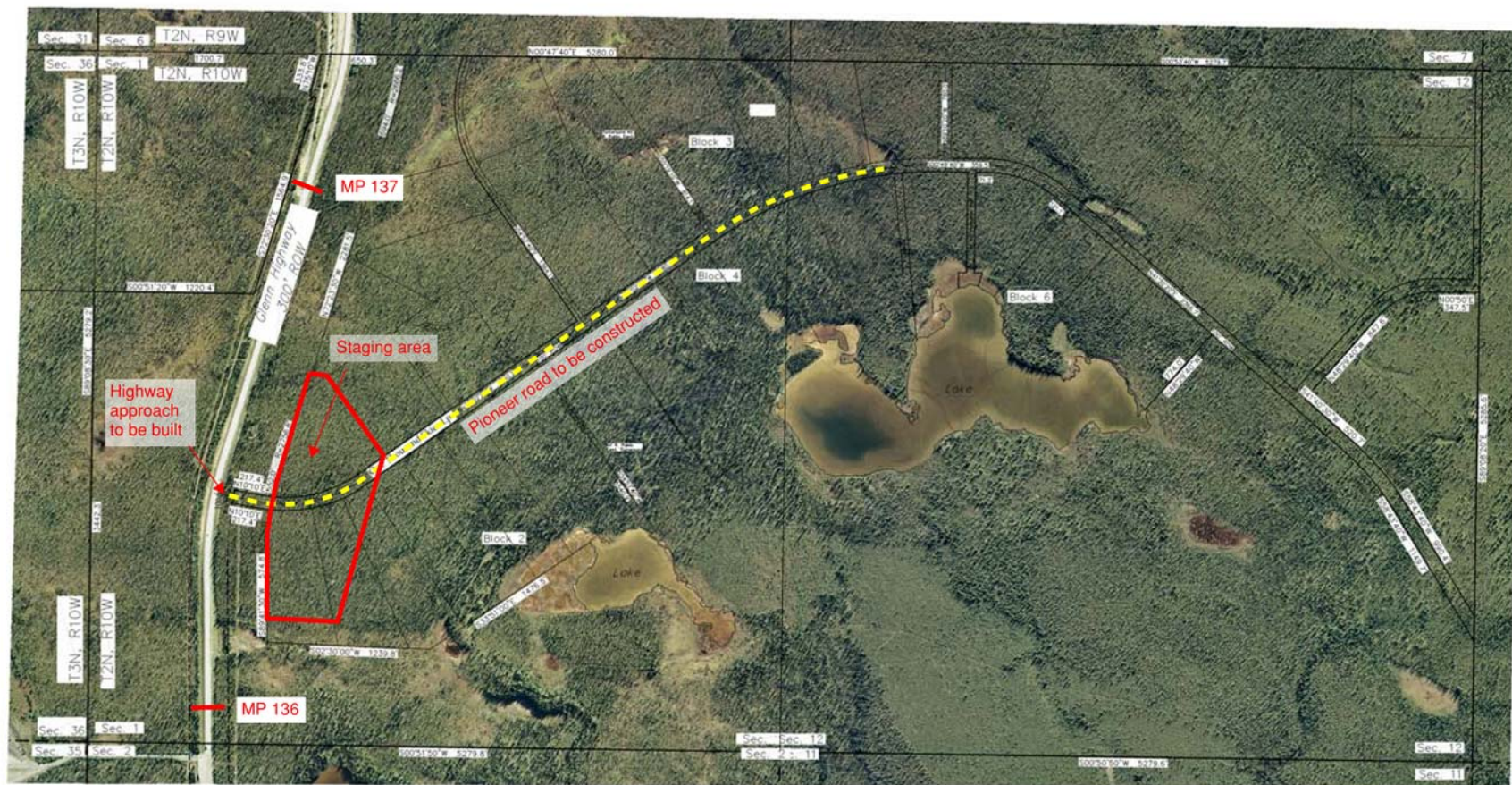
\_\_\_ **Other Recreation: (Type and general geographic description.)** \_\_\_\_\_

\_\_\_\_\_

- Identify any State of Alaska Refuge, Sanctuary and/or Critical Habitat Area where short term (portable) camps will be used.

\_\_\_\_\_

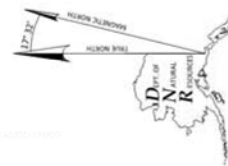
Will activities include “day use” of state land managed under the Haines State Forest Management Plan? Yes \_\_\_ No \_\_\_



# GRAPHIC SCALE



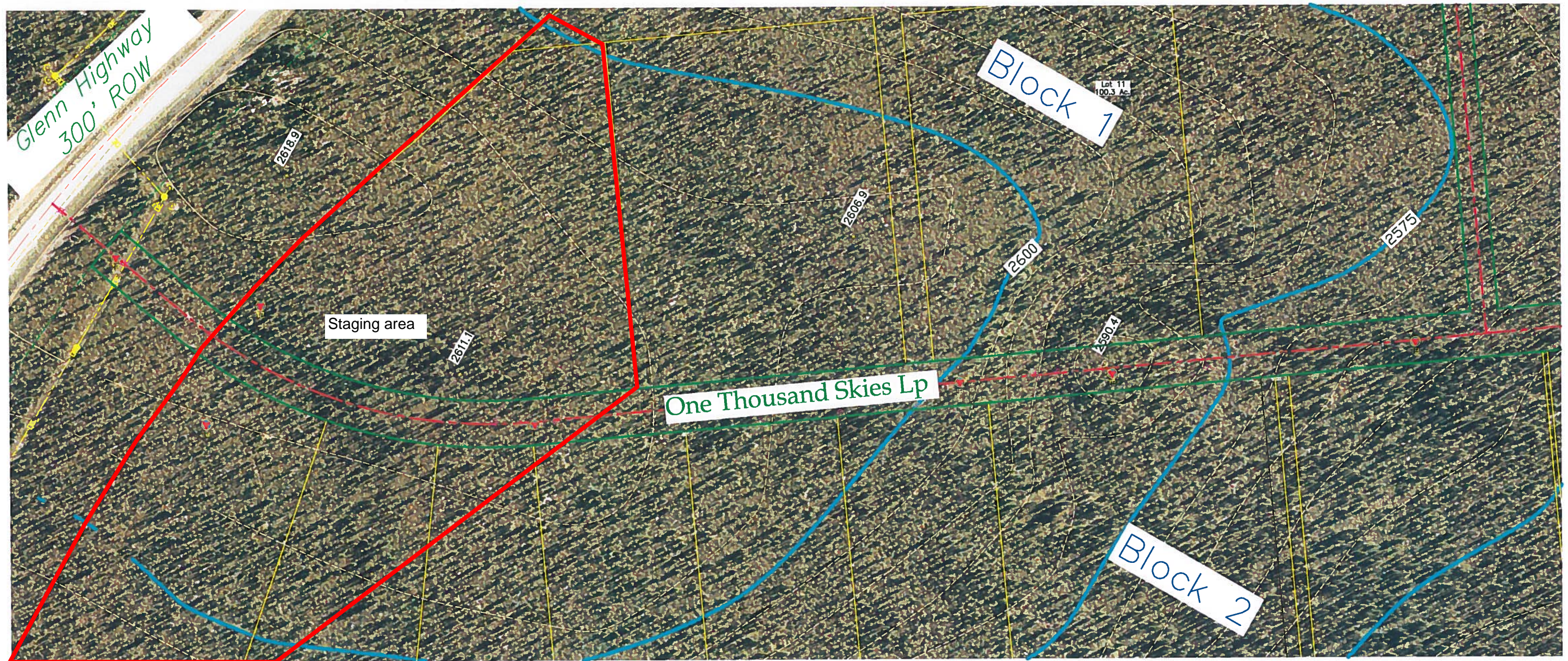
1 METER = 3.280833 U.S. SURVEY FEET, 1 U.S. ACRE = 0.4047 HECTARE



Source:  
SOURCE

DATE OF SURVEY: BEGINNING: MM/DD/YYYY ENDING: MM/DD/YYYY		SURVEYOR: DNR, DMLW, SURVEY SECTION 550 W. 7TH AVE., SUITE 450 ANCHORAGE, AK 99501-2576	
STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF MINING, LAND, AND WATER ANCHORAGE, ALASKA			
<i>One Thousand Skies Sunrise Addition Ph. 1</i>			
A Subdivision of Section 1 and Section 12 Located in T 2 N, R 10 W, Copper River Meridian, Alaska			
Containing 1076 Ac. Chitina Recording District			
DRAWN BY: CB DATE: 07/11/17		DNR APPROVAL RECOMMENDED	
SCALE: 1"=400'	CHECKED BY: XXX	SHEET: 1 OF 3	DATE: EPF



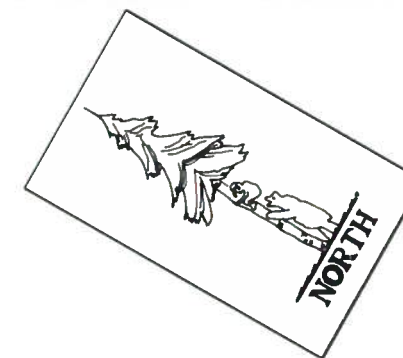


### Legend

- 
- Legend:
- Test Borings
  - Spot elevation
  - ROW (50' from center line)
  - Center Line
  - ROW (50' from center line)
  - 25' contour

Notes:

- 1) 5' contour interval
- 2) Material - Material for road construction may be extracted from within the 1) 100 ft. Right-of-Way, 2) staging area shown or 3) ADL 231455. When road construction is complete, staging area must be smoothed & leveled, burying all overburden.
- 3) Staging area - Staging area construction is required and may be a by product of excavation for road construction. Ingress/egress to staging area shall be 20 ft. wide with moderate grade (4% or less) to a minimum of 5,000 s.f. smoothed and leveled area for parking.



DATE OF SURVEY:		SURVEYOR:	
BEGINNING: MM/DD/YYYY		DNR, DMLW, SURVEY SECTION	
ENDING: MM/DD/YYYY		550 W. 7TH AVE, SUITE 650	
		ANCHORAGE, AK 99501-3576	
<p align="center"><b>STATE OF ALASKA</b>  <b>DEPARTMENT OF NATURAL RESOURCES DIVISION</b>  <b>OF MINING, LAND, AND WATER</b>  <b>ANCHORAGE, ALASKA</b></p>			
<p align="center"><i>One Thousand Skies Phase 1</i></p> <p align="center">One Thousand Skies Loop Plan</p>			
<p align="center">Chitina Recording District</p>			
DRAWN BY: CB		DNR APPROVAL RECOMENDED	
DATE: 12 Dec 17		STATEWIDE PLATTING SUPERVISOR	
SCALE:		DATE	
1"=100'	CHECKED BY:	SHEET:	FILE NO.
	XXX	2 OF 3	EPF



State of Alaska  
Department of Labor & Workforce Development  
**Laborers' & Mechanics' Minimum Rates of Pay**  
(Pamphlet No. 600)

can be found at: <http://www.labor.alaska.gov/lss/pamp600.htm>