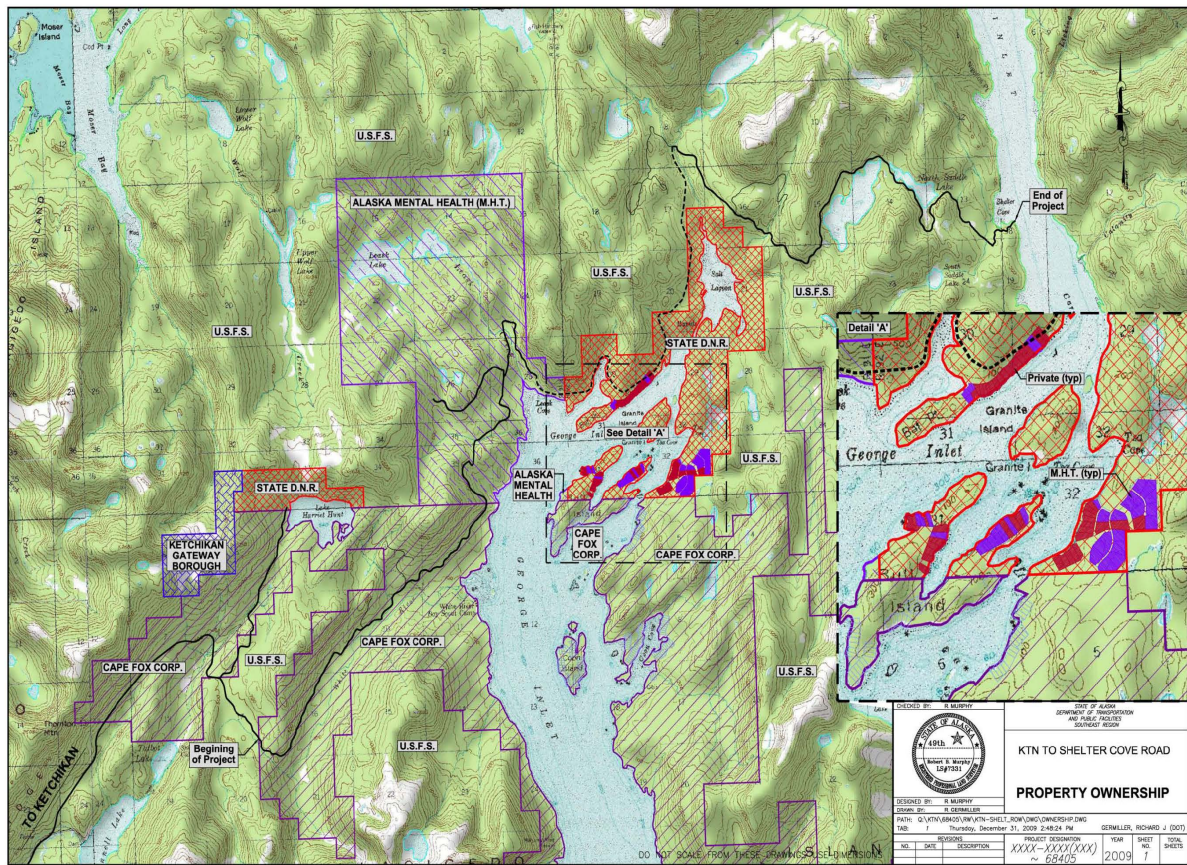


Figure 8. Property Ownership Map, Ketchikan to Shelter Cove



Source: ADOT&PF (2009)

ATTACHMENT F

Shelter Cove Road, TLO MHT 9101005, Shelter Cove Timber sale

This agreement pertains only to road reconstruction funded through AK-DOT/PF

Design-Build Agreement

This **AGREEMENT** is made as of the _____ day of _____
_____ in the year of 20____ by and between the following parties, for services
in connection with the Project identified below:

OWNER:

Alaska Mental Health Trust Land Office (TLO) in Cooperation with AK-DOT/PF
2600 Cordova Street, Suite 201
Anchorage, AK 99503

DESIGN-BUILDER:

Successful Proposer
(Name and address)

REFERENCE: **SSHWHY00224 Shelter Cove Stage 3 PIH Review - Plans**

PROJECT: Maintenance, resurface, and reconstruction on Shelter Cove Road
BOP Sta. 318+85
EOP Sta. 494+00
Length of resurfacing sta. 175+15 = 3.32 miles

In consideration of the mutual covenants and obligations contained herein, Owner (The Trust Land Office) and Design-Builder (The Proposer) agree as set forth herein.

Article 1

General

- 1.1 Duty to Cooperate. The Trust Land Office (TLO) the Owner and Design-Builder (the Proposer) 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 this Agreement.
- 1.2 Definitions. Terms, words, and phrases used in this Agreement shall have the meanings given them in DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract").
- 1.3 Design Services. Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering, and other design professional services required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.

Article 2

Design-Builder's (Proposers) Services and Responsibilities

2.1 General Services.

2.1.1 Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project as set forth in Exhibit A. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance, and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications, and other technical materials and requirements prepared by or for Owner.

2.2 Phased Services.

2.2.1 Phase 1 Services. Design-Builder shall perform the services of design, pricing, and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 2.1 hereof, as set forth in Exhibit B, Scope of Services. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for Phase 2, as set forth in Section 2.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 7.0 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Services (either as a percentage of design completion or by defined deliverables).

2.2.2 Phase 2 Services. Design-Builder's Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as further described in the Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Article 2.3.

2.3 Proposal. Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the completion of the design and construction for the Project for the Contract Price, which may be based on Lump Sum or Design-Builder's Fee and Cost of the Work with an option for a Guaranteed Maximum Price (GMP).

2.3.1 The Proposal shall include the following unless the parties mutually agree otherwise:

2.3.1.1 The Contract Price that may be based on a Lump Sum or Design-Builder's Fee and Cost of the Work, with an option for a GMP, which shall be the sum of:

- i. Design-Builder's Fee as defined in Section 7.4.1 hereof;
- ii. The estimated Cost of the Work as defined in Section 7.5 hereof, inclusive of any Design-Builder's Contingency as defined in Section 7.6.2 hereof; and
- iii. If applicable, any prices established under Section 7.1.3 hereof;

2.3.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the Proposal;

2.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information

contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

2.3.1.4 The Scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

2.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

2.3.1.6 If applicable, a schedule of alternate prices;

2.3.1.7 If applicable, a schedule of unit prices;

2.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);

2.3.1.9 If applicable, a Savings provision;

2.3.1.10 If applicable, Performance Incentives;

2.3.1.11 The time limit for acceptance of the Proposal; and

2.3.1.12 An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain.

2.3.2 Review and Adjustment to Proposal.

2.3.2.1 After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal.

2.3.2.3 Acceptance of Proposal. If Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract Price Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised.

2.3.2.4 Failure to Accept the Proposal. If Owner rejects the Proposal or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

i. Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 2.3.2.3 above;

ii. Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 7.1.2 hereof without a

Contract Price, in which case all references in this Agreement to the Contract Price shall not be applicable; or

iii. Owner may terminate this Agreement for convenience in accordance with Article 9 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 9.2 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (a) continue with the Work as if Owner had elected to proceed in accordance with Item 2.3.2.4 ii. above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, (b) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 9.2 hereof, or (c) may give written notice to Owner that it considers this Agreement completed. If Owner fails to exercise any of the options under Section 2.3.2.4 within ten (10) days of receipt of Design-Builder's notice, then this Agreement shall be deemed completed. If Owner terminates the relationship with Design-Builder under Section 2.3.2.4(iii), or if this Agreement is deemed completed under this paragraph, then Design-Builder shall have no further liability or obligations to Owner under this Agreement.

Article 3

Contract Documents

3.1 The Contract Documents are comprised of the following:

3.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

3.1.2 The Contract Price Amendment referenced in Section 2.3.2.3 herein or the Proposal accepted by Owner in accordance with Section 2.3 herein.

3.1.3 This Agreement, including all exhibits (List for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the Contract Price Amendment;

3.1.4 The General Conditions of Contract;

3.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

3.1.6 Exhibit B, Scope of Services; and

3.1.7 The following other documents, if any:

Article 4

Interpretation and Intent

4.1 Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 2.3 hereof, shall carefully review all the Contract Documents, including the various

documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Proposal.

4.2 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 inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 3.1 hereof. *(Note, the parties are strongly encouraged to establish in the Contract Price Amendment or Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.)*

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

4.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications; and (b) Design-Builder shall be entitled 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 such inaccurate design specification.

4.5 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.

Article 5

Ownership of Work Product

5.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 5.2 through 5.5 below.

5.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 5.5 herein.

5.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 9 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 5.2 above, conditioned on the following:

5.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 5.5 herein, and

5.3.2 Owner agrees to allow the use of the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 5.2 if Owner resumes the Project through its employees, agents, or third parties.

5.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 5.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 5.3 above.

5.5 Owner's Indemnification for Use of Work Product. Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if Owner uses the Work Product, in whole or in part, or if Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 5, Owner shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses, and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product, to the fullest extent permitted by applicable law.

Article 6

Contract Time

6.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Agreement unless the parties mutually agree otherwise in writing.

6.2 Substantial Completion and Final Completion.

6.2.1 Substantial Completion of the entire Work shall be achieved no later than two (2) years (730) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

☐ The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:

*"Substantial Completion is the date on which the **DOT Phase 3 Work**, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project **for public access**, or a portion thereof for its intended purposes."*

6.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows: *(Insert any interim milestones ("Scheduled Interim Milestone Dates") for portions of the Work with different scheduled dates for Substantial Completion.)*

6.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

6.2.4 All of the dates set forth in this Article 6 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

6.3 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.

6.4 Design-Builder and Owner have agreed not to provide for liquidated damages in this Agreement.

6.6 Early Completion Bonus. NONE.

6.7 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall be entitled to an increase in the Contract Price providing that: (i) said events must exceed _____ cumulative days before Design-Builder is entitled to additional compensation; and (ii) said additional compensation shall be limited to:

[Check one box only]

☐ \$ _____ dollars a day for each day work is delayed beyond the Scheduled Substantial Completion Date.

OR

☐ the direct costs and expenses Design-Builder can demonstrate it has reasonably actually incurred as a result of such event.

Article 7

Contract Price

7.1 Contract Price.

7.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of _____ Dollars (\$) for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer, and other taxes mandated by applicable Legal Requirements.

7.1.2 For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 7 of the General Conditions of Contract a contract price ("Contract Price") equal to the Lump Sum amount set forth in Section 7.2 hereof or in the Contract Price Amendment, or equal to the Design-Builder's Fee (as defined in Section 7.4 hereof) plus the Cost of the Work (as defined in Section 7.5 hereof), subject to any GMP established in Section 7.6 hereof or as set forth in the Contract Price Amendment and any adjustments made in accordance with the General Conditions of Contract.

7.1.3 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: *(This is an optional section intended to provide the parties with flexibility to identify and price limited services.)*

7.2 Lump Sum. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of _____ Dollars (\$) ("Contract Price") for the Work for Phase 2 Services, 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.

7.4 Design-Builder's Fee.

7.4.1 Design-Builder's Fee shall be:

(Choose one of the following:)

☐ _____ Dollars (\$ _____), as adjusted in accordance with Section 7.4.2 below.

OR

☐ _____ percent (_____%) of the Cost of the Work, as adjusted in accordance with Section 7.4.2 below.

7.4.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

7.4.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of _____ percent (_____%) of the additional Costs of the Work incurred for that Change Order, plus any other markups set forth at Exhibit _____ hereto.

7.4.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

[Check one box only]

☐ No additional reduction to account for Design-Builder's Fee or any other markup.

OR

☐ An amount equal to the sum of: (a) _____ percent (_____%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee); plus (b) any other markups set forth at Exhibit _____ hereto applied to the direct costs of the net reduction.

7.5 Cost of the Work.

7.5.1 The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

7.5.1.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

7.5.1.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

7.5.1.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit _____ and performing the function set forth in said Exhibit. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a _____ percent (_____%) markup to compensate Design-Builder for the Project-related overhead associated with such personnel.

7.5.1.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 7.5.1.1 through 7.5.1.3 hereof.

[In lieu of the language in Section 7.5.1.4 above, Design-Builder and Owner may want to include the following language:]

☐ A multiplier of _____ percent (_____%) shall be applied to the wages and salaries of the employees of Design-Builder covered under Sections 7.5.1.1 through 7.5.3.3 hereof.

7.5.1.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

7.5.1.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

7.5.1.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

7.5.1.8 Costs, including transportation, inspection, testing, storage, and handling of materials, equipment, and supplies incorporated or reasonably used in completing the Work.

7.5.1.9 Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling, and removing such items.

7.5.1.10 Costs of removal of debris and waste from the Site.

7.5.1.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and reasonable petty cash expenses.

7.5.1.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder

at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

7.5.1.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

7.5.1.14 All fuel and utility costs incurred in the performance of the Work.

7.5.1.15 Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.

7.5.1.16 Legal costs, court costs, and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

7.5.1.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

7.5.1.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

7.5.1.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

7.5.1.20 Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property.

7.5.1.21 Accounting and data processing costs related to the Work.

7.5.1.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

[Design-Builder and Owner may want to consider adding the following Section 7.5.1.23 to address the payment of warranty work:]

☐ 7.5.1.23 Owner and Design-Builder agree that an escrow account in the amount of _____ Dollars (\$_____) shall be established prior to Final Completion, which escrow shall be used to reimburse Design-Builder for the Costs of the Work incurred after Final Completion to perform warranty Work. The escrow agreement will provide that any sums not used at the expiration of the warranty period shall be returned to Owner, subject to any savings Design-Builder may be entitled to under this Agreement. In the event the warranty escrow account is exhausted, but funds remain under the GMP, Owner shall be obligated to pay Design-Builder the Costs of the Work incurred after Final Completion to perform warranty Work up to the GMP.

7.5.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Work:

7.5.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 7.5.1.1, 7.5.1.2, and 7.5.1.3 hereof.

7.5.2.2 Overhead and general expenses, except as provided for in Section 7.5.1 hereof, or which may be recoverable for changes to the Work.

7.5.2.3 The cost of Design-Builder's capital used in the performance of the Work.

7.5.2.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

7.6 The Guaranteed Maximum Price.

7.6.1 Design-Builder guarantees that it shall not exceed the GMP of _____ Dollars (\$_____). Documents used as a basis for the GMP shall be identified in the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. *(While the Contract Price Amendment will be developed in advance or concurrently with the execution of this Agreement, it is recommended that such exhibit include the items set forth in Section 2.3 above, to ensure that the basis for the GMP is well understood).*

[In lieu of 7.6.1, Owner and Design-Builder may want to include the following language.]

☐ Design-Builder guarantees that it shall not exceed the GMP of _____ Dollars (\$_____). Documents used as basis for the GMP shall be identified as the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP, provided, however, that it does guarantee the line item for its general project management and general conditions costs, in the amount of _____ Dollars (\$_____), and as set forth in the Contract Price Amendment ("General Conditions Cap"). Design-Builder agrees that it will be responsible for paying the applicable general conditions costs in excess of the General Conditions Cap, as well as be responsible for all costs of completing the Work which exceed the GMP, as said general conditions line item and the GMP may be adjusted in accordance with the Contract Documents, including but not limited to the markups for Change Orders set forth in Section 7.3 herein.

7.6.2 The GMP includes a Contingency in the amount of _____ Dollars (\$_____). which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

7.6.3 Savings.

7.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 7.1.3 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

(Choose one of the following:)

☐ _____ percent (_____ %) to Design-Builder and
_____ percent (_____ %) to Owner.

or

☐ The first _____ Dollars (\$ _____) of Savings shall be provided to (choose either Design-Builder or Owner) _____, with the balance of Savings, if any, shared _____ percent (_____ %) to Design-Builder and _____ percent (_____ %) to Owner.

7.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 8.4 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

7.7 Allowance Items and Allowance Values.

7.7.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Proposal.

7.7.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

7.7.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

7.7.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.

[Alternatively, the parties may want to delete Section 7.7.4 and add the following provision.]

☐ In the event the actual direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item is _____ percent (_____ %) greater than or less than the Allowance Value, Design-Builder and Owner agree that Design-Builder's right to Fee and markup shall be determined in accordance with Section 7.4.

7.7.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 7.7.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

Article 8

Procedure for Payment

8.1 Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: *(Insert terms.)*

8.2 Contract Price Progress Payments.

8.2.1 Design-Builder shall submit to Owner on the _____ (_____) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

8.2.2 Owner shall make payment within ten (10) 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, 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.

8.2.3 If Design-Builder's Fee under Section 7.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

8.3 Retainage on Progress Payments.

8.3.1 Owner will retain _____ percent (_____%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

[Design-Builder and Owner may want to consider substituting the following retainage provision.]

☐ Owner will retain _____ percent (_____%) of the cost of Work, exclusive of General Conditions costs, and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

8.3.2 Within fifteen (15) days after 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 amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

[If Owner and Design-Builder have established a warranty reserve pursuant to Section 7.5.1.23 above, the following provision should be included.]

☐ If a warranty reserve has been established pursuant to Section 7.5.1.23 above, Owner shall at the time of Substantial Completion retain the agreed-upon amounts and establish an escrow account as contemplated by Section 7.5.1.23 above.

8.4 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. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that: (a) Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

8.5 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of percent (%) per month until paid.

8.6 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. 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 three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by the Owner and Design-Builder as part of this Agreement is not subject to audit.

Article 9

Termination for Convenience

9.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

9.1.1 All services performed, and Work executed and for proven loss, cost, or expense in connection with the services and Work;

9.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

9.1.3 ***(Choose one of the following:)***

☐ The fair and reasonable sums for overhead and profit on the sum of items 9.1.1 and 9.1.2 above.

or

☐ Overhead and profit in the amount of _____ percent (_____%) on the sum of items 9.1.1 and 9.1.2 above.

9.2 In addition to the amounts set forth in Section 9.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

9.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid _____ percent (_____%) of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price.

9.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid _____ percent (_____%) of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price.

9.3 If Owner terminates this Agreement pursuant to Section 9.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 5.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 5.

[The following Article 10 should only be used if Owner and Design-Builder agree to establish their respective representatives at the time the Agreement is executed rather than during the performance of the Project.]

Article 10

Representatives of the Parties

10.1 Owner's Representatives.

10.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address, and telephone numbers.)*

10.1.2 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: *(Identify individual's name, title, address, and telephone numbers.)*

10.2 Design-Builder's Representatives.

10.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address, and telephone numbers.)*

10.2.2 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 11

Bonds and Insurance

11.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

11.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security: A bond of \$100,000 is required for the Design / Build contract.

Performance Bond.

(Check one box only. If no box is checked, then no bond is required.)

☒ Required ☐ Not Required

Payment Bond.

(Check one box only. If no box is checked, then no bond is required.)

☐ Required ☐ Not Required

Other Performance Security.

(Check one box only. If no box is checked, then no other performance security is required. If the "Required" box is checked, identify below the specific performance security that is being required and all salient commercial terms associated with that security.)

☐ Required ☐ Not Required

Article 12

Other Provisions

12.1 Other provisions, if any, are as follows: *(Insert any additional provisions.)*

12.2 Listing of Exhibits and documents incorporated herein:

Exhibit A – Owner's Project Criteria

Exhibit B – Scope of Services

DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition) ("General Conditions of Contract")
Contract Price Amendment, if any.

[Section 2.3.1 of the General Conditions of Contract sets forth a traditional negligence standard as it relates to the Design-Builder's performance of design professional services. If the Basis of Design Documents identify specific performance standards that can be objectively measured, the parties by including the following language agree that the Design-Builder is obligated to achieve such standards.]

☐ Notwithstanding Section 2.3.1 of the General Conditions of Contract, if the parties agree upon specific performance standards in the Basis of Design Documents, the design professional services shall be performed to achieve such standards.

[In lieu of Sections 10.3.1 through 10.3.3 of the General Conditions of Contract, the Parties may want to delete such sections and include the following alternative disputes proceeding clause.]

☐ Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

Article 13

Limitation of Liability

13.1 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed _____percent (___%) of the Contract Price. The parties agree that specific consideration has been given by the Design-Builder for this limitation and that it is deemed adequate.

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:

(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

(Name of Design-Builder)

(Signature)

(Printed Name)

(Title)

Date: _____

Caution: An original DBIA document has this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.

ATTACHMENT F
Shelter Cove Road, TLO
MHT 9101005, Shelter Cove Timber sale

Design-Build Agreement - Exhibit A

PROJECT: Maintenance, resurface and reconstruction on Shelter Cove Road
BOP Sta. 318+85
EOP Sta. 494+00
Length of resurfacing = 3.32 miles
Replacement of existing bridge structures with new bridges and/or culverts.

Background Summary - Owner Program Requirements & Objectives

This is a DNR/TLO timber harvest sale requiring maintenance and improvements to an existing road that is currently owned and maintained by the State of Alaska, Department of Transportation and Public Facilities (DOT&PF). DNR/TLO is the major adjacent landowner for a large portion of the roadway corridor. This project will be administered, overseen, and managed by the DNR/TLO office.

The proposer is responsible for obtaining all information required for the purposes of design and construction of the specified road. All materials quarried from rock pits on AMHT lands and used in reconstruction of the Shelter Cove road must be purchased from the TLO.

Shelter Cove road is a state operated remote road for purposes of economic activity and recreation. Designed by DOT&PF and intended as a low speed, low traffic remote roadway, it will remain so for the duration of its life. Road surface conditions as of September 2020 require significant maintenance and repair for safety, along with upgrade or replacement of existing timber log stringer bridges. This road access is required in order to carry out the TLO landowner's timber activities. To maximize efficiencies, improve on designs to changing conditions, allow flexibility beneficial to all owners and users, and ensure safety for the higher bridge loading requirements, this project element is a design build endeavor.

A road reconstruction project for this corridor was designed by DOT&PF and previously advertised for construction but the construction contract was not awarded. This road reconstruction work is included in this timber sale contract and otherwise modified as further outlined in this RFP. The DNR/TLO will manage the project and the following information is available for review and use and is made part of this RFP:

1. Ketchikan to Shelter Cove Road, Stage 3. Project No. SSHWY00224. Project Plans.
2. Ketchikan to Shelter Cove Road, Stage 3. Project No. SSHWY0024. Project Special Provisions, SPECIFICATIONS as MODIFIED by the DEPARTMENT OF NATURAL RESOURCES/TRUST LANDS OFFICE
3. Existing Bridge Inspection Reports.
4. Bridge Replacement Foundation Reports for Leask and Salt Creek Bridges.
5. Hydraulic Reports for Leask and Salt Creek Bridges.
6. Hydraulic Design information for other existing bridge crossings.
7. Culvert pipe inventory list (new pipe materials stored on site and to be furnished to contractor).
8. Appendices B and C (Environmental Permits) for Project No. SSHWY00224.

The contractor may use all or parts of this previously designed DOT&PF project plans and associated bid documents for DOT&PF Project SSHWY00224. Contractor may build these improvements as shown on the plans without modifications or may propose substitutions or alternatives that will reduce costs and/or increase speed of delivery. Modifications or substitutions shall be designed in accordance with the applicable standards outlined in the project plan set, the AASHTO Guidelines for Geometric Design of Very Low Volume Roads (2019 Edition) and as further described herein for bridge structures. AutoCAD files for this plan set will be made available to the successful bidder. The primary goal is to replace all the existing bridge crossings with either new bridges or culverts at Contractors option and resurface/improve the roadway as noted and indicated in the design plans for Project SSHWY00224.

Note that DOT&PF project SSHWY00224 has been permitted for all environmental considerations. Deviations from the currently designed project will require environmental review and associated State and Federal agency permit modifications in consultation with DOT&PF. New or separate permits and/or authorizations will be obtained based on the design build project prior to construction. Environmental reviews and approvals will be facilitated by DOT&PF staff, but Contractor shall furnish preliminary design drawings, quantities, etc. as needed to assist DOT&PF and insure schedule coordination. Allow sufficient time to complete such reviews and approvals. Environmental permit approvals can be expected to incur a minimum of 3-months to resolve from the time DOT&PF receives sufficient preliminary design intentions from the contractor. Physical construction may not commence until environmental approvals are in place. Also reference Appendix B of the Project Special Provisions for project SFHWY00224 for environmental conditions and restrictions that apply to the features of that project.

Road upgrade work and bridge replacements will be designed and sealed by an Alaskan licensed professional engineer (PE) as a design build program element of the timber harvest sale for any deviations or features not matching the plans for DOT&PF Project SSHWY00224. All harvest and road access efforts are also required to follow the Alaska Forest Practices Act (FRPA) requirements at a minimum under state law.

DNR/TLO/DOTPF Goals

- Insure safe access and utilization of existing and new roadway improvements for use in timber extraction operations and future public recreational use.
- Maximize access and stumpage value of its assets
- Reduce stream, fish, soil, and slope impacts of the original designs
- Improve overall project efficiencies, cost savings, and landowner value
- Construct fewer stream culverts, reduce flooding, and lessen volumes of fill
- Gain higher quality crossing structures, abutments, and alignments for site conditions
- Improve road surfaces, drainage, grade, and lines of sight for the safety of all users
- Enhance existing access for community economic and recreation activity

Assumptions

- DNR/TLO is the owner/administrator of this project with coordination and oversight of road improvements by DOTPF. Upon conclusion of this project, all roadway improvements will be owned and maintained by the DOTPF.
- Shelter Cove is a low traffic volume (less than 50 vehicles/per day), low speed (35 mph), remote road access.

- Existing log stringer bridges and culverts need upgrade or replacing. All crossing solution(s) will be designed, built, and signed off on by a professional licensed engineer in Alaska or shall conform to the project design documents as shown on DOT&PF project SSHWY00224.
- Shelter Cove Road Stage 3 road and bridge improvements will be funded with State funding under an RSA from DOT&PF.
- Approximately 5,000 cubic yards of crushed rock aggregates is available for use on this project and is located at approximately Stations 560+00 to 563+00. New 24-inch diameter culvert pipes are available on site and will be furnished for use of this project. Some other sizes are also available as noted on provided culvert inventory listing. These culvert pipes are located/stored at approximately Station 494+00, left.

Performance for Road Reconstruction

Deviations from the DOT&PF design plans for Project SSHWY00224 will be designed and certified under an Alaskan licensed professional engineer (PE) as a design build program element of the DNR/TLO timber harvest sale.

- The project segment covered here will follow the Alaska Department of Transportation & Public Facilities (ADOT&PF) “KTN to Shelter Cove Road, Stage 3” plans and profile for Project SSHWY00224 or as otherwise designed and modified by the Contractor and approved by DNR/TLO in consultation with DOT&PF. The DNR/TLO will administer and manage this design build reconstruction project.
- All environmental permits for the original road segment design are held by the DOT&PF. Deviations will be subject to obtaining environmental permitting authorizations and or modifications in consultation with DOT&PF engineering.
- Project design and fabrication drawing approvals will be made by DNR/TLO with consultation and oversight by DOT&PF.
- At Substantial Completion, the DOT&PF engineering with DNR/TLO will make inspection of the reconstructed Stage 3 segment. This will enable final completion and turnover of Stage 3 to the DOT&PF as road owner and facilitate opening for safe public access.

Roadway Resurfacing

Reference plan set and special provisions for DOT&PF Project SFHWY00224.

- Minimum requirements are 14' road width for the 3.32 miles of project.
- Provide new roadway surfacing. Minimum of a 6-inches depth. Surfacing materials shall conform to the Special Provisions for Project SFHWY00224.
- Surfaces are to be graded and compacted with a crown of 3%.
- Clearing of 10' along each side of roadway, brushing only. Approximately 10 acres.
- Turnouts will follow Plan and Profile design locations as noted on DOT&PF project SSHWY00224 plan set or otherwise as may be approved.

Stream Crossings

- All existing log stringer bridges on Shelter Cove road are to be removed and replaced with either culverts or new bridge structures.
- Replacement crossings may be: culverts, prefabricated or custom bridges or other PE designed, permitted, and approved structure(s) under this design build project.

- Stream crossing siting(s) and alignment may deviate from the existing log stringer bridge sites as long as crossings remain within the DOT&PF road easement and proposed deviation(s) will improve access, abutment structures, vehicular line of site, and/or roadway alignment.
- Install 4 each, 24-inch diameter pipe culverts with DOT&PF furnished materials noted as P-3, P-6, P-8 and P-9 on the Culvert Installation Summary Table contained within the plan set for Project SSHWY00224.
- Deviations from DOT&PF Project SSHWY00224 are subject to environmental permitting review and approvals.

Bridges

Bridge structure designs and construction including abutments and any approach realignment(s) that deviate from the details and features shown on the DOT&PF Project SSHWY00224 will be fully designed and sealed by the design build engineer (PE). Contractor will design and construct all bridges, railings, caps, bearings, and abutments, including excavation and backfill, anchoring bridge superstructures to abutments, related riprap, backwalls or other abutment or stream bank slope protection elements that are deemed needed by the PE.

A. Bridge Design Requirements

- 1) Design, oversight of construction/installation and final inspection certifications shall be performed by an Alaskan licensed professional civil or structural engineer (PE) having demonstrated experience on similar DOT&PF, USFS or APRP roadway or timber harvesting bridges. Submit statement of qualification of individuals/firms for review and approval who will supply this expertise.
- 2) Bridge design shall conform to AASHTO LRFD Bridge Design Specifications, latest edition, and interim revisions.
- 3) Design loading for bridges utilized on this project will conform to the following
 - a. Design life = 30 years.
 - b. Dead Load – As determined by the design engineer. Use unit weights as defined in the AASHTO LRFD Bridge Design Specifications most recent edition and interim revisions.
 - c. Vehicular Live Load – At minimum, bridge design shall conform to AASHTO HL-93. Bridge shall also be designed to accommodate any USFS defined loads U80, U102 and L90 loading and/or other specific vehicle and freight loads based on the contractor's proposed timber extraction means, methods and equipment.
 - d. Wind Load - Per AASHTO LRFD Bridge Design Specifications, latest edition, and interim revisions.
 - e. Fatigue - Single lane average daily truck traffic of 20.
 - f. Seismic - Per AASHTO LRFD Bridge Design Specifications, latest edition, and interim revisions.
- 4) Bridges shall be steel girder/stringer type bridges. Truss type bridges with exposed structural load carrying elements above the travelled way will not be permitted.
- 5) All bridge deck surfaces are to be engineered precast concrete panels or may be pressure treated glue-laminated sub-deck panels with timber plank running surfaces or other approved design.

- 6) All steel elements shall be hot dip galvanized or spray metalized. All hardware shall be hot dip galvanized.
- 7) Design build PE will design all abutments. Timber sills or log abutments will not be permitted. Project design will ensure sufficient bridge length so that abutments are not perched on the edges of stream channel slope or embankment.
- 8) Abutments shall be suitably protected from erosion with retaining walls, riprap or other features as needed to prevent undermining and erosion from stream bed water and roadway water runoff. Note that site specific geotechnical investigations have not been performed nor is any existing geotechnical information available for any existing stream crossings except Leask Creek and Upper Salt Creek.
- 9) Provide a minimum of 1-foot of freeboard from underside of girders to the maximum water elevation based on the proposed hydraulic opening and design water discharge.
- 10) Bridges will have a minimum of 16-foot clear lane width.
- 11) Bridge edge treatment shall be nominal 12-inch high bull rails mounted on 6-inch high scupper blocks or may be steel, concrete, or other approved traffic barrier rail. All timber bull rails shall be pressure treated. Approach or transition rails will not be required.
- 12) Design and fabrication drawings and as-built records of bridge structures and copies of engineering calculations shall be provided for review and approval prior to any fabrication. Also provide load rating per the AASHTO Manual for Bridge Evaluation (MBE). Load and Resistance Factor Rating (LRFR) shall be signed and sealed by the PE.
- 13) All welding to conform to the AWS Bridge Welding Code D1.5 and AWS Welding Code D1.1 as applicable.
- 14) Nameplates will be secured to the bridge structures indicating the bridge manufacturer's name, design load limits, year of fabrication and the DOTPF bridge number.

B. Log Stringer Bridge Removals

- 1) Castle Creek Bridge. Sta 376+40 to 380+30. Existing 52' span log stringer bridge. Remove existing bridge and replace with new bridge or culvert. Expand the abutments and lessen the currently steep grade to a grade to a maximum of 16% or flatter. Reference plans for project SFHWY00024.
- 2) Sarah Falls Bridge. Sta 406+00 to 407+00. existing 39' span log stringer bridge. Remove existing bridge and replace with new bridge or culvert. Improve the nearby intersection with two lane design and construction and safer access to the Log Transfer facility (LTF) following two lane construction or other approved design 150' from Stop Sign with Two Lane Construction and 24' road width to Sta 410+50. Reference plans for project SFHWY00024.
- 3) Red Cedar Bridge. Sta 428+25 to 430+00. Existing 31' span log stringer bridge. Remove existing bridge and replace with new bridge or culvert.

- 4) Leask Creek Bridge. Sta 468+00 to 470+00. Existing 73' span log stringer bridge. Remove existing bridge and replace with new bridge.
- 5) At Station 477+50. Remove and replace the existing log culvert and replace it with culvert or another approved alternative.
- 6) Wolf Run Creek Bridge. Sta 484+50 to 485+50. Existing 31' log stringer bridge. Remove existing bridge and replace with new bridge or culvert.
- 7) Upper Salt Creek Bridge. Sta 11+50 to 12+50. Existing 90' steel girder bridge. Remove existing bridge and replace with new bridge.

Gates

Furnish and install roadway gates as noted on the Plans for DOTPF project SSHWY00224 before completion of timber extraction operations. These gates are required by DOTPF to secure the necessary permanent rights of way for this corridor from the adjacent landowners.

Maintenance of Existing Roadway

- There is existing maintenance required to bring the road up to minimum safe public access and suitability for timber harvest equipment hauling on an ongoing basis. Roadway brushing for 10 miles from Station 875+75 to Shelter Cove to enable vehicle line of sight and passage (currently grown-in with alder and less than one lane width), frequency of one time and then maintained annually as needed. Brushing includes cutting, removal and disposal of brush and trees that hinder line of sight along both sides of the existing roadway corridor. Brush and trees shall be cut no more than 6-inches above the existing ground surface.
- Road surface pothole repair and regrading of approximately 7.2-miles of former Phase 2 project road surface from Station 494+00 to Station 875+75 lacking the required 3% crown. Frequency one time then maintained annually as needed.
- Roadway widening and stabilization at an existing slide area 1.36 miles East of Salt Creek (coordinates 55 degrees 32 min 6.72 sec North and 131 degrees 26 min 23.3 sec West). This reconstructive effort will require drilling and rock blasting operations with end-haul and resurface along 3 stations, one time and then maintained. This is not indicated on the attached DOT&PF project plans for Project SFHWY00224 nor previously permitted for environmental considerations. This section of roadway is desired to be moved inland to achieve wider roadway width and clearance of the edge of traveled way from the embankment slope. The contractor shall design and rebuild this section of road to suit timber extraction truck haul and methods and improve safety for future public use.

The Contractor will perform ongoing annual maintenance of the Shelter Cove roadway from the Western boundary of the Cape Fox land to Shelter Cove for a term of five (5) years as project funding allows. The maintenance will include:

- Grading and shaping of roadway surfaces, a minimum of three (3) times per year.
- Drainage ditch upkeep, clearing, cleanout, shaping and maintenance, and insuring drainage culvert flow three (3) times per year.
- Removal of debris, loose rocks, and other obstructions on an as-needed basis.
- Clearing and brushing of roadway and all pullouts as needed.

General:

- Costs for design-build-maintenance effort are to be included in the overall timber harvest sale proposal.
- The successful Purchaser will supply all engineering, labor, materials, and other incidentals for this project. Purchaser anticipated payment disbursement methods for design and construction of the roadway improvement features shall be itemized and included in the proposal.

Total estimated cost of roadway design: _____

Total estimated cost of roadway construction: _____

Total cost of roadway maintenance: _____

ATTACHMENT F
Shelter Cove Road, TLO
MHT 9101005, Shelter Cove Timber sale

Design-Build Agreement – Exhibit B

Scope of Services