Haines Borough
Borough Assembly SPECIAL Meeting
AGENDA

September 22, 2022 – 6:30 p.m. **Location: Assembly Chambers and Zoom**

THIS IS A SPECIAL MEETING FOR THE PURPOSE OF ADDRESSING ONLY THE FOLLOWING AGENDA ITEM, AND THE ASSEMBLY MAY TAKE ACTION. NO OTHER ISSUES WILL BE CONSIDERED AT THIS MEETING.

1. **CALL TO ORDER / PLEDGE TO THE FLAG**
2. **ROLL CALL**
3. **APPROVAL OF SPECIAL MEETING AGENDA**
4. **PUBLIC COMMENTS**
5. **NEW BUSINESS**
   - A. **Resolution 22-09-996**
     A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a contract with Turnagain Marine Construction, for the Progressive Design-Build of the Lutak Dock Replacement Project for an amount not-to-exceed $310,000.00.
     Motion: Adopt Resolution 22-09-996
6. **PUBLIC COMMENTS**
7. **ASSEMBLY COMMENTS**
8. **ADJOURNMENT**

5A

Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 22-1211
Assembly Meeting Date: 9/22/22

Business Item Description:	**Attachments:**
Subject: Authorize contract for Design-Build with Turnagain Marine Construction, $310,000, for Lutak	1. Resolution 22-09-996 2. RFP Design-Build Teams 3. Proposals Pacific Pile & Marine, Western Marine, and Turnagain Marine Construction. 4. Scoring Sheet and Summaries of selection process 5. Proposed Contract
Originator: Contracts and Grants Administrator	
Originating Department: Public Facilities	
Date Submitted: 8/17/2022	

Full Title / Motion:

Motion: Adopt Resolution 22-09-996

Administrative Recommendation:

This resolution is recommended by the Director of Public Facilities.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
$ 310,000.00	$ See below	$ 0	Reduced maintenance costs

Comprehensive Plan Consistency Review:

Comp Plan Goals/Objectives:	Consistent: ■ Yes ☐ No
Objective 2B, Pages 56-57	

Summary Statement:

The Haines Borough is pursuing a Progressive Design Build delivery method for the Lutak Dock Replacement Project. The Progressive Design Build process includes two contracts, one with the Owner's Advisor, and the second with the chosen Design Build team. The Design Build Team performs the project in two phases; Phase 1 - permitting and design of the project; and Phase 2 for the GMP for construction of the project. The Borough solicited RFP's from interested firms and received three qualified responses from Pacific Pile & Marine; Western Marine, and Turnagain Marine Construction. Turnagain Marine Construction was the highest scorer during the selection process of qualifications + cost. Recommend awarding contract for Design-Build to Turnagain Marine Construction for a Phase 1 contract NTE $310,000.00.

Referral:

Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:

Meeting Date(s): 9/22/22	Public Hearing Date(s):
	Postponed to Date:

DRAFT

HAINES BOROUGH, ALASKA
RESOLUTION 22-09-996

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a contract with Turnagain Marine Construction, for the Progressive Design-Build of the Lutak Dock Replacement Project for an amount not-to-exceed $310,000.00.

WHEREAS, the Haines Borough was awarded up to $20,000,000 from the federal government for a FY21 Rebuild American Infrastructure with Sustainability and Equity (RAISE) grant for the Lutak Dock Design and Development Concept; and

WHEREAS, after exploration of design options, the Haines Borough learned of the Progressive Design-Build (PDB) option which facilitates involvement of the design-build team during the earliest stages of the owner's project development, ensuring they are part of the project team developing design solutions; and

WHEREAS, the Borough Attorney has evaluated the PDB approach and determined that it is consistent with both Haines Borough Code and federal procurement requirements; and

WHEREAS, the PDB option emphasizes collaboration with the designer and the contractor working directly with the owner; and

WHEREAS, while a project design is usually 35 percent complete by the time a design- builder is procured in the traditional two-step design-build process, PDB adds the design-builder to the owner's team (including the public) even earlier in the design phase; and

WHEREAS, when the design is approximately 50-75 percent complete, the design-builder issues a Guaranteed Maximum Price (GMP) which allows for the identification and mitigation of risk earlier in the design phase resulting in a GMP that reflects the actual cost to construct the project; and

WHEREAS, in the PDB option, there are two phases of the Design-Build agreement, one for Phase I to perform permitting and design of the project, and Phase 2 to agree on the Guaranteed Maximum Price (GMP) for the construction of the dock; the Design-Build team is selected based upon qualifications in addition to cost; and

WHEREAS, the Haines Borough requested qualifications (RFQ) from qualified and licensed firms to perform the work for the Design-Build Team of the Lutak Dock using the PDB option; and

WHEREAS, the borough received three responses from firms with professional qualifications, Pacific Pile and Marine, Western Marine, and Turnagain Marine Construction; and

WHEREAS, the borough then issued a request for proposals (RFP) and set up interviews with each of the three responders to the RFQ; and

WHEREAS, the selection committee scored each of the proposals and Turnagain Marine Construction received the highest scores; and

WHEREAS, the Design-Builder funds can be paid from the grant funds provided,

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly authorizes the Borough Manager to execute a contract with Turnagain Marine Construction for an amount not to exceed $310,000.00.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 22nd day of September, 2022.

_____
Douglas Olerud, Mayor

Attest:

_____
Alekka Fullerton, CMC, Borough Clerk

Haines Borough

Request for Proposals ("RFP")
Design-Builder

LUTAK DOCK REPLACEMENT

Date of Issue: June 17, 2022

Closing Date and Time: July 15, 2022, 3 pm Alaska Time

Single Point of Contact ("SPC"): Carolann Wooton, Contracts and Grants Administrator

Address:	103 Third Ave S
City, State, Zip	Haines, AK 99827
Phone (voice)	907-766-6409
E-mail:	cwooton@haines.ak.us

REQUEST FOR PROPOSALS
Haines Borough
Lutak Dock Replacement
Owner's Advisor

Haines Borough (the "Owner" or "Haines") requests Proposals from the Design-Build Team for the Lutak Dock Replacement Project (the "Project"). Proposers shall submit the DB Proposal and Price Proposal to the Single Point of Contact ("SPC") via Bid Express no later than 3:00 p.m. Alaska Time on the date set forth in the Project Solicitation Schedule.

I. DEFINITIONS

In addition to the definitions set forth in the RFQ and any addenda issued thereto and the definitions set forth in the Design-Build Agreement, the following supplemental definitions shall apply:

"Initial Basis of Design Documents" means the initial requirements set forth by the Owner and that are attached to the Design-Build Agreement.

"Project Goals" means the following:

1) **Design and Construct a Dock that Maximizes the Program Requirements within the Limited Budget.** The Design-Build Team will leverage the efficiencies of the progressive design-build process through innovative and lean design and construction techniques that provide an efficient and effective design with the most scope and programming within the Owner's established budget. The design will also optimize the efficiency of operations and reduce long term maintenance.
2) **Execute a successful, collaborative Progressive Design-Build (PDB) Process to produce the envisioned project:** The Design-Build team will develop and utilize a collaborative relationship between the Owner, its stakeholders, and the Design-Build Team to exceed the Project Goals within the Owner's budget and schedule and demonstrating exemplary design and project management.
3) **Efficient Pricing and Schedule**. The Design-Build Team will provide transparent pricing and scheduling that allows the Owner to track design and construction concurrently as well as fast track design and construction to maximize the Owner's budget within the Project Schedule.
4) **Comply with Legal Requirements.** The Design-Build Team will understand and comply with all applicable State and Federal Legal Requirements.
5) **Design for Safety**. The Design-Build Team will create a design that enhances the safety of the project. The design and construction process will reduce re-work and interference with operations with a goal of no recordable incidents.

"Projects of Similar Scope and Complexity" mean projects where one or more of the following characteristics are present. Owner determines at its sole discretion whether a project is of similar scope and complexity.

1) Projects of a similar size and budget that include design and construction of large dock facilities;
2) Projects that utilize an integrated delivery method that require strong coordination and integration of the design and construction professionals and early involvement of the construction professionals during design;
3) Projects where the Design-Builder was selected prior to the establishment of the scope, schedule and GMP where the Design-Builder collaborated with the Owner to develop the final scope, schedule GMP;
4) Projects with a limited budget where an owner 's goal is to maximize the available scope within the budget.

II. INITIAL BASIS OF DESIGN DOCUMENTS

The Initial Basis of Design Documents are set forth in Attachment B to this RFP. For the purposes of

establishing prices in the Price Proposal, Finalists may rely on the information set forth in the Initial Basis of Design Documents. However, the Design-Builder will be required to validate the information set forth in the Initial Basis of Design Documents as part of Phase 1 of the Project.

III. RFP PROJECT SOLICITATION SCHEDULE

The following is an estimated procurement schedule. Owner reserves the right to modify the schedule at any time.

Date	Activity
Issue RFP	June 17, 2022
Interactive Meetings with Finalists	Week of June 27, 2022
Last Date to Submit Questions and Proposed Changes to Contract	July 1, 2022
Last Date to Issue Addenda	July 8, 2022
Proposal Due Date	July 15, 2022
Intent to Award Notice	Week of July 25, 2022

IV. RFP PROCUREMENT PROCESS

To be responsive to the RFP, Finalists will participate in the following elements of the RFP Procurement Process:

A. Interactive Meeting with Finalists

The Owner will conduct a proprietary Interactive Meeting with each Finalist individually prior to the submission of the Proposals. The Interactive Meetings will provide an opportunity for direct interaction between the Finalist and the Evaluation Committee. The intent of the Interactive Meeting is to evaluate how well each Finalist and its Proposed Design-Build Team understood the project and demonstrate their ability to collaborate with the Owner regarding the Project and propose solutions to the Owner to address the Owner's concerns. Finalists should consider this meeting to be the initial project meeting with the Owner and be prepared to interact with the Owner as if they were selected on the Project. Finalists should be prepared to specifically address the Project Goals and the Design-Build Team's plan to exceed the Project Goals. Specifically, Finalists should discuss the following issues:

1) The three biggest risks that they foresee on the Project;
2) How they will incorporate the input of the Stakeholders into the Project; and
3) Possible innovations in the project, including but not limited to innovation in the design, the sequencing and constructability, or the schedule.

Finalists will be evaluated on their ability to explain their experience and knowledge in the delivery method, effectively communicate and collaborate with Owner Staff, and provide achievable and collaborative solutions to address the Owner concerns. Interactive Meetings are anticipated to last for 2 hours.

The Interactive Meetings will be scheduled with the Finalists. Two business days prior to the date of the scheduled Interactive Meeting, Finalists should provide to the Owner an agenda for the Interactive Meeting. The Interactive Meeting will take place on a virtual platform of the Finalists' choice. Finalists shall provide connection information for the Interactive Meeting with the agenda.

Only Key Team Members who are expected to perform substantial work on the Project should attend the Interactive Meeting, with a maximum number of 10 people, Other Key Team Members may be available by or consulted during the Interactive Meeting.

B. Management Proposals

Finalists shall submit Management Proposals pursuant to the documentation requirements set forth below. The Management Proposal should focus on the Project, the Project Goals set forth above, the concerns expressed by the Owner, and the management solutions proposed by the Finalist.

C. Requests for Clarification and Proposed Changes to Contract Documents

By the date set forth in the solicitation schedule, Finalists may submit a request for clarification to the RFP and/or suggest a list of any changes proposed in the insurance requirements, bonding requirements, Design-Build Agreement, or its attachments. With every request for clarification or proposed change, Finalists must include the following information:

a. The document and section number;

b. Proposed alternate language;

c. An explanation for the requested change; and

d. Any price implication of the requested change.

The Owner, at its sole discretion, may issue addenda with a clarification or reflecting any accepted changes. The Owner reserves the right to reject any and all proposed changes and to accept any proposed change to the Contract Documents via Addendum to the RFP. The Owner also reserves the right to negotiate such provisions with the selected Finalist.

D. Price Proposals

The Finalists will submit their Price Proposals pursuant to the Solicitation Schedule and according to the instructions in Attachment A. Price Proposals will include any addenda issued by the Owner. Finalists should be prepared to include the terms of the Final Price Proposals in the Design-Build Agreement if the Finalist is determined to be the highest scored Finalist by the Owner.

E. Substitution of Team Members.

Consultants, sub-consultants, subcontractors, and individual Key Team Members included by the Design-Builder in either the SOQ or the Management Proposal (collectively “Team Members”), will be used as a basis for selection. Substitution of Team Members at any time during the solicitation process and in the performance of the work will not be allowed without written authorization from the Owner, which shall not be unreasonably withheld. Proposers and Finalists must submit the qualifications information of all proposed substituted Team Members to the Owner. Even with written authorization from the Owner, a change to any submitted Team Member will result in re-evaluation and may result in a change to the evaluation and ranking of the Proposer. If a Finalist proposes to substitute a Team Member, the Finalist must provide notification and the substituted Team Member’s qualifications and resume and seek the Owner’s authorization as soon as practicable. The Owner will re-evaluate the Finalist with the new information. Resumes must not exceed 1 page.

F. Evaluation

Finalists’ Management and Price Proposals will be evaluated pursuant to the criteria and standards set forth below. In assigning points, Owner is not limited to the information in the Management Proposal and reserves the right to consider information from any source, including but not limited to

the Statements of Qualifications previously submitted, the Interactive Meetings, and references.

Response to RFP		
	Overall Management Approach	30 points
	Project Controls, Cost Tracking and GMP Development	20 points
	Design Development	15 points
	Construction Management, Sequencing and Scheduling	15 points
Price Components		20 points
Total Points		**100 points**

V. DOCUMENTATION REQUIREMENTS

A. Submission of Documents

1. Owner is requiring electronic submissions for this procurement. Hard copy submittals will not be accepted. Proposals must be submitted to Owner via Bid Express no later than 3 pm on the date set forth in the schedule.
2. Proposers shall follow the instructions and provide the submittals as set forth in Bid Express.
3. The Management Proposal shall be provided as an electronically searchable PDF with bookmarks for each section of the Management Proposal. File sizes shall be limited to 20MB.
4. Proposers are responsible for ensuring timely delivery of submittals. Owner is not responsible for technical difficulties in submitting electronically. Owner reserves the right not to consider late submittals.
5. All submissions must be made in compliance with the instructions provided to the prospective proposers. The Owner reserves the right to reject any submissions that are not in compliance with the RFP and/or redact those portions of the submissions that are not in compliance and not evaluate non-compliant sections.
6. Price Proposals must be submitted via Bid Express through the applicable upload.
7. Submissions must use a minimum of 10 pt type. A “page” shall be defined as (when printed in hard copy) one single-sided piece of 8.5 x 11-inch paper that has words, charts, tables, pictures, or graphics.
8. With the exception of the Identification of Projects Table, pages larger than 8 1/2 x 11 inches will not be accepted. Any materials received that do not comply with the required format will be removed from the Proposers proposal prior to being given to the evaluation committee for review.
9. The body of the Management Proposal shall be organized in accordance with the Evaluation Criteria set forth in the RFP. The Management Proposal shall be no longer than 25 pages. The only documentation that is not included in the page limit is the following:
    a. Cover letter;
    b. Identification of Projects Table; and
    c. Divider tabs and/or cover pages, provided that they contain no substantive content.

10. All materials submitted will become the property of the Owner.
11. Owner reserves the right to reject any or all submittals if the Owner deems it to be in its best interests, or to reject any or all proposers who fail to satisfy qualification requirements or fail to meet standards of responsibility, or submission dates and times.
12. No compensation will be made by the Owner for submission of Management Proposals.
13. All materials submitted will become the property of the Owner.
14. Materials submitted by Proposers may be subject to Alaska public records laws.

B. Reservation of Rights

The Owner reserves without limitation and may exercise at its sole discretion, the following rights and conditions with regard to this solicitation process:

1. To cancel the solicitation process and reject any and all SOQs and/or proposals;
2. To waive any immaterial informality or irregularity;
3. To revise the solicitation documents and schedule via an addendum;
4. To reject any Proposer that submits an incomplete or inadequate response or is not responsive to the requirements of the RFP;
5. To reduce the number of pages in the Proposals to the maximum allowed number of pages;
6. To provide clarifications or conduct discussions, at any time, with one or more Proposers;
7. To contact references that are not listed in the Proposer's SOQs and/or Proposals and investigate statements on the SOQs and Proposals and/or the qualifications of the Proposer or Finalists and any firms or individuals identified in the SOQ and/or Proposals;
8. To consider the claims history of any Proposer or Finalist as part of the evaluation of the Proposer or Finalist;
9. To negotiate the final Owner's Project Requirements and/or contract documents with the highest scored Finalist; and
10. To take any action affecting the RFQ process, the RFP process, or the Project that is determined to be in the Owner's best interests.

VI. RFP SUBMITTAL INFORMATION

A. Cover Page (Not scored)

The Proposal must include a cover letter that includes the following: (1) name, address, telephone number, and e-mail address for each Proposed Design-Build Team Member that has been added to the Proposed Design-Build Team, including but not limited to Key Team Members, since the submission of the SOQ and (2) any requested changes to the Proposed Design-Build Team. The cover letter shall be a maximum of two (2) pages.

B. Management Proposal Contents and Organization

The Management Proposal may not be longer than twenty (25) pages. Finalists should focus their discussions in the Management Proposal on their approach to the Project

1. Overall Management Approach

The Owner is seeking a Design-Build Team that will exceed Project Goal Number 2 in developing a collaborative Project Team, incorporating the Owner Staff and all Owner sub consultants, including but not limited to the Owner's Representative.

a. Describe the Finalist's overall management approach to the Project. In responding to this evaluation factor,

b. Keeping Project Goal Number 2 in mind:

i. Explain the Design-Build Team's approach to creating a collaborative environment for the Project and exceed Project Goal number 2. Include an explanation of where the design-build team will be located during the various phases of the Project.

ii. Describe the Design-Build Team's approach for outreach to project Stakeholders and incorporating their input into the project.

2. **Maximize Design Within Limited Budget**

The Owner is seeking a Design-Build Team that will exceed Project Goal Number 1 in developing an efficient and effective design within the Owner's established budget.

a. Describe the Design-Build Team's overall approach to exceeding Project Goal Number 1.

b. Describe specific strategies and design ideas for exceeding Project Goal Number 1. Include in the discussion the following topics:

i. Ideas for creating spaces that will have flexible use over time;

ii. Incorporating Stakeholder input into the design; and

ii. Innovative constructability solutions that could reduce the overall budget.

c. Identify the challenges in developing the design for the Project and explain how the Design-Build Team will address those challenges.

d. Explain how the Design-Build Team will communicate and collaborate with Owner Staff as well as the various stakeholders and ultimately integrate their input into the design of the Project.

3. Project Controls, Cost Tracking and GMP Development

The Owner is selecting the Design-Builder before the Scope of Work for the Project is finalized. The Owner expects a collaborative process with the Design-Build Team to develop the final project scope and the GMP. The Owner is seeking a Design-Build Team that will exceed Project Goal Number 3 and create transparent pricing that takes advantage of the efficiencies of progressive design-build. Explain the Design-Build Team's strategies to exceed Project Goal Number 3, including but not limited to the following

a. Describe three strategies for exceeding Project Goal Number 3.

b. Describe the Design-Builder's processes and tools for monitoring, reporting and managing cost, including but not limited to:

i. Design to budget control and reporting processes, including the software that the Design-Builder will use to monitor and communicate the project costs to the Owner.

ii. Scope, cost, and schedule baseline development and management/change control processes and the participation and interaction among the scheduling and estimating teams, project, design, construction and operations management teams to execute these processes.
iii. Incorporating input from design-build or other sub-contractors;
iv. The primary challenges in establishing the GMP; and
v. The differentiating resources of the Proposed Design-Build Team that will meet the challenges of establishing the GMP.

b. Phase 1 Level of Effort. Provide a proposed Level of Effort for the Phase 1 set forth in Section 6.6.1 of the Agreement("Phase 1 LOE"). The proposed Phase 1 LOE should provide the following detail:

i. Describe in detail the tasks the Design-Build Team intends to perform during the Phase 1 including the number of hours anticipated for each task;

ii. Identify the Key Team Members who will be performing the tasks

iii. The Phase 1 LOE should encompass the tasks required for the Phase 1 Scope of Work that are set forth in Section 6.6.1 and Exhibit C of the Agreement. Pursuant to the Agreement, the Design-Builder will be bound to the hourly rates proposed and submitted in its Price Proposal. The Phase 1 LOE will be scored as part of the Management Proposal.

c. Provide examples of deliverables the proposed Design-Build Team will use to communicate the development of the project costs and project schedule to the Owner.

4. **Construction Management, Sequencing, and Scheduling**

The Owner is seeking a Design-Build Team that will in developing a design and construction schedule that maximizes efficiency and minimizes Contract Time while maintaining a safe workplace and meet the project sustainability requirements. Explain the Design-Build Team's strategies to meeting these goals, including but not limited to the following:

a. Describe the Design-Build Team's specific plan with respect to using construction means and methods and the progressive design-build approach to achieve efficiencies in scheduling and construction sequencing for the Project. Provide a single page, high level, achievable proposed schedule for the Project that strives to achieve the goal of completing the project as quickly as possible.

b. Describe the Design-Build Team's approach achieving the performance requirements and optimizing the quality of the project. Include a discussion of a specific approach to quality assurance/quality control, including testing and commissioning of the Project.

c. Describe the Design-Build Team's approach exceeding Project Goal Number 5 to maximize safety during the Work.

d. Identify the challenges in the topics noted above and explain how the Design-Build Team will address those challenges.

d. Provide details regarding the tools used in this process and how those tools will assist the Design-Builder exceeding the Project Goals.

VII. IDENTIFICATION OF PROJECTS (NOT SCORED)

A. The Finalist must submit an Identification of Projects Table with the required information set forth herein for all projects cited or mentioned in the Management Proposal *that were not listed* in the Identification of Projects Table that was provided with the Finalists' SOQ. The Identification of Projects Table may be submitted on 8.5" x 14" paper and may be no more than two pages in length. The Finalist is responsible for ensuring that contact information contained in their Identification of Projects is correct. The inability to contact a reference may have a detrimental impact on the evaluating qualifications. The Owner reserves the right to contact any person listed in the Identification of Projects or any other person with knowledge regarding any Project in which any Design-Build Team Member or Key Team Member participated.

a. Name of project;

b. Owner/Customer;

c. Location of project (include address);

d. Description of the delivery method and integration of design and construction and identify the firm(s) role as a prime consultant, subconsultant, contractor, subcontractor or other;

e. Project description and applicability and relevance of the referenced project to the evaluation criteria Project.

f. Name of each Key Team Member who is proposed for this contract who played a significant role on the project example, including a description of their project responsibilities and functions;

g. The initial contract price, the final contract price, and an explanation for any difference between the two amounts;

h. The initial date scheduled for substantial completion, the actual date of completion, and an explanation for any difference between the two dates;

i. Number of recordable injuries; and

j. Project contact of the owner or customer (current address, e-mail, and phone number) who can verify the characteristics of the submitted project example.

2. The identification of projects will not be evaluated separately. Rather, the projects will be evaluated in the context of the criteria in which the project is cited.

VIII. PRICE PROPOSAL CONTENTS

A. Design-Builder's Fee Percentage

Finalists shall submit a Price Proposal that provides the proposed Design-Builder's Fee Percentage that will be included in Section 6.2.1 of the Progressive Design-Build Agreement between Owner and Designer, attached hereto as Attachment 2. For scoring purposes, the Design-Builder's Fee Percentage shall be multiplied by the estimated Cost of the Work for the Project ($_____). Note that the estimated Cost of the Work is provided for scoring purposes only and does not guarantee a minimum amount of Work.

B. Phase 1 Not to Exceed Amount

1. Provide the Proposed Phase 1 Not to Exceed Amount that will be inserted into Section 6.6.1.1 of the Design-Build Agreement and, if accepted by the Owner after negotiations, shall become binding on the successful Finalist, subject to the terms and conditions of the

Contract Documents.

a. The Proposed Phase 1 Not to Exceed Amount should include all compensation to the Design-Builder during the Phase 1 set forth in the Agreement as proposed in the Phase 1 Level of Effort described in the Management Proposal.

b. The Owner reserves the right to reconcile the various proposals received and also reserves the right to seek best and final proposals for the scope and the cost of the Phase 1 Services and the Phase 1 Not to Exceed Amount; however, by submitting the Phase 1 Not to Exceed Amount, the Finalist warrants the following:

   i. That the Phase 1 Level of Effort described in the Management Proposal is sufficient for the Design Build Team to perform the Work described in Exhibit C of the Agreement and provide the Owner with a Phase 2 Report.

   ii. That the Phase 1 Not to Exceed Amount set forth in the Management Proposal is sufficient to perform the Work described in the Phase 1 Level of Effort.

c. The Not to Exceed Amount will not be scored. The Owner reserves the right to negotiate both the Proposed Scope and Not to Exceed Amount with the apparent successful Finalist.

2. Provide the Key Team Members Hourly Rates. The Hourly Rates will not be scored. Rather, they will be in Exhibit D to the Agreement.

C. Scoring of Price Proposal

The Design-Builder's Fee Percentage shall be scored as follows:

Price Element	Estimated Cost of the Work of the Project.	Price Proposal
a. Design-Builder's Fee Percentage	X $20,000,000	$

The Finalist with the lowest Price Proposal will receive all fifteen points. The remaining Finalists will receive a proportionate share of the fifteen points, based on the proportion that the Price Proposal for their proposals exceeds the lowest Price Proposal. The points will be rounded to the next lowest whole number. No partial points will be awarded By way of example, if the second low Finalist proposes a Price Proposal that is fourteen percent higher than the lowest Price Proposal, the second low Finalist shall receive 17 of the 20 allotted points. Fourteen percent of 20 is 2.8. 20 minus 2.8 equals 17.2. 17 is the next lowest whole number.

IX. LIST OF ATTACHMENTS TO RFP

A. Price Proposal Form and Instructions

B. Design-Build Agreement and General Conditions of Contract

Exhibit A Design-Builder's Insurance

Exhibit B-1 Form of Payment Bond

Exhibit B-2 Form of Performance Bond

Exhibit C Phase 1 and 2 Scope of Services

Exhibit D Owner's Program/Initial Basis of Design Documents

Exhibit F-1 Phase 1 Change Order Form

Exhibit F-2 Phase 2 Change Order Form

Exhibit G Form Phase 2 Amendment

X. REQUESTS FOR CLARIFICATION AND CHANGES

A. Request for Clarification:

1. Owner will respond to each properly submitted written request for clarification.
2. All questions about the meaning or intent of the RFP Documents must be directed to the Owner through Bid Express.
3. Interpretations or clarifications of the RFP considered necessary by Owner in response to such questions will be issued by Addenda.
4. Questions received less than seven (7) calendar days prior to the Proposal due date may not be answered.

B. Request for Change:

1. Any Proposer may submit a request for changes to the RFP terms or contract. Owner will respond to each properly submitted written request for change of RFP terms. Where appropriate, Owner will issue revisions or clarifications via addenda posted on the Bid Express.
2. To be considered, requests for changes must include the reason for requested changes supported by factual documentation supporting the requested changes.
3. To be considered, the request must be in writing and received by Owner by July 1, 2022 at 2:00 pm.
4. The request for clarification or changes must be submitted through Bid Express.

Lutak Dock Replacement

Request for Proposals ("RFP")
Design-Builder

Pacific Pile & Marine

P | N | D
ENGINEERS, INC.

HAINES BOROUGH ALASKA

Pacific Pile & Marine, LP
4753 West 80th Ave
Anchorage, AK 99502

Chris Willis
P 206.331.3873
chrisw@pacificpile.com

Management Proposal

Technical Submission - July 15, 2022

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Pacific Pile & Marine, LP
4753 West 80th Ave
Anchorage, AK 99502

T: 907 276-3873
F: 907 278-0306
www.pacificpile.com

COVER LETTER

July 15, 2022

Haines Borough
Public Facilities Office
PO Box 1209

Subject: Lutak Dock Replacement - RFP Design-Builder Management Proposal

Attention: Carolann Wooton
Contracts & Grants Administrator

Ms. Wooton and the Haines Borough Review Team:

Pacific Pile & Marine (PPM) and our design partner, PND Engineers (PND) are thrilled to submit our response for the Haines Borough's Lutak Dock Replacement Project. PPM and PND, referred to herein collectively as the PPM/PND Progressive Design-Build Team (Team), have closely collaborated on numerous projects over the past **25 years** and bring a deep understanding of the Progressive Design-Build process that will allow us to execute this project safely and efficiently. Our Team is intimately familiar with the project and site and have successfully delivered critical waterfront infrastructure projects similar in nature throughout Alaska over the **past 30 years**.

PPM has decades of experience installing and removing sheet pile circular cells and bulkheads and pile-supported piers in remote areas of Alaska. PPM has successfully delivered **more than $300M in alternate delivery projects over the past 10 years** as well as delivered more than $400M of Alaska marine and highway infrastructure projects during that period. PND brings more than 40 years of expertise and experience successfully designing thousands of marine projects, including several projects in Haines.

The Progressive Design-Build delivery model will allow our Team to leverage our extensive experience to provide innovative solutions and collaborate closely with all stakeholders to meet the Project's goals. Our Team understands the importance of producing an effective design within budget while meeting the permit and schedule restraints. We believe in a "Project-First" approach and are committed to open and honest communication. Our Team is committed to designing and constructing a dock that maximizes safety, reduces interference with on-going operations, creates value for all stakeholders involved, and meets or exceeds the Project's goals:

- Design and Construct a Dock that maximizes the Program Requirements within the Limited Budget
- Execute a successful, collaborative Progressive Design-Build process to produce the envisioned project
- Provide efficient pricing and schedule
- Comply with Legal Requirements
- Design and Construct for Safety

Our Pre-Construction Team will be led by Chris Willis supported by Chris Lundfeldt, John Demuth and Dick Somerville. Chris Willis was heavily involved in estimating and pre-construction services for the recently completed $30M CM/GC Palmer Pier Replacement in Antarctica as well as the $150M CM/GC Seattle Multimodal Terminal at Colman Dock, an on-going marine heavy civil marine project involving the replacement of the existing structure with a pile-supported, concrete pier. Both projects required extensive front-end pre-construction services including constructability reviews and producing 35%, 65% and 95% open book estimates as well as the final cost proposal.

Chris Lundfelt was directly involved in both the pre-construction and construction phases of the Palmer Station Pier Replacement. With over 30 years of experience constructing similar projects, Chris was instrumental in providing value engineering and constructability

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input at each stage. John DeMuth also brings significant expertise with over 33 years of experience in engineering development, design, and construction management of waterfront facilities in Alaska. Dick Somerville further bolsters John's expertise with over 40 years of civil engineering and project management experience in with an emphasis on planning, permitting, site investigations, design, construction inspection and contract administration in Alaska.

PPM requests two changes to the proposed Team for this project. Aaron Athanas will replace Randy Downing as the Mechanical Design Lead. Aaron has over 20 years of experience in mechanical engineering experience in the Alaska region and extensive knowledge of the arctic environment. Aaron will be responsible for mechanical engineering providing demolition plans, fuel system design, and coordination with civil and electrical designers as necessary. Aaron's resume is included in this proposal.

- Name: Aaron Athanas, P.E.
- Address: Great Northern Engineering – 137 E. Artic Ave, Palmer, Alaska 99645
- Telephone: (907) 306-0449
- Email: aathanas@gne-ak.com

Torsten Mayrberger will be added to the Team as the Geotechnical Lead. Torsten has been working in Alaska for more than 35 years, translating to a deep knowledge of the conditions and challenges presented throughout the state. Mr. Mayrberger has 18 years of geotechnical engineering experience involving large, remote, arctic, and marine geotechnical investigations, as well as deep foundation design in non-permafrost and permafrost soils, marine environments, and rock mass structures. Torsten will oversee the project's geotechnical investigations, analysis, and reporting for the design team. Torsten's resume is included in this proposal.

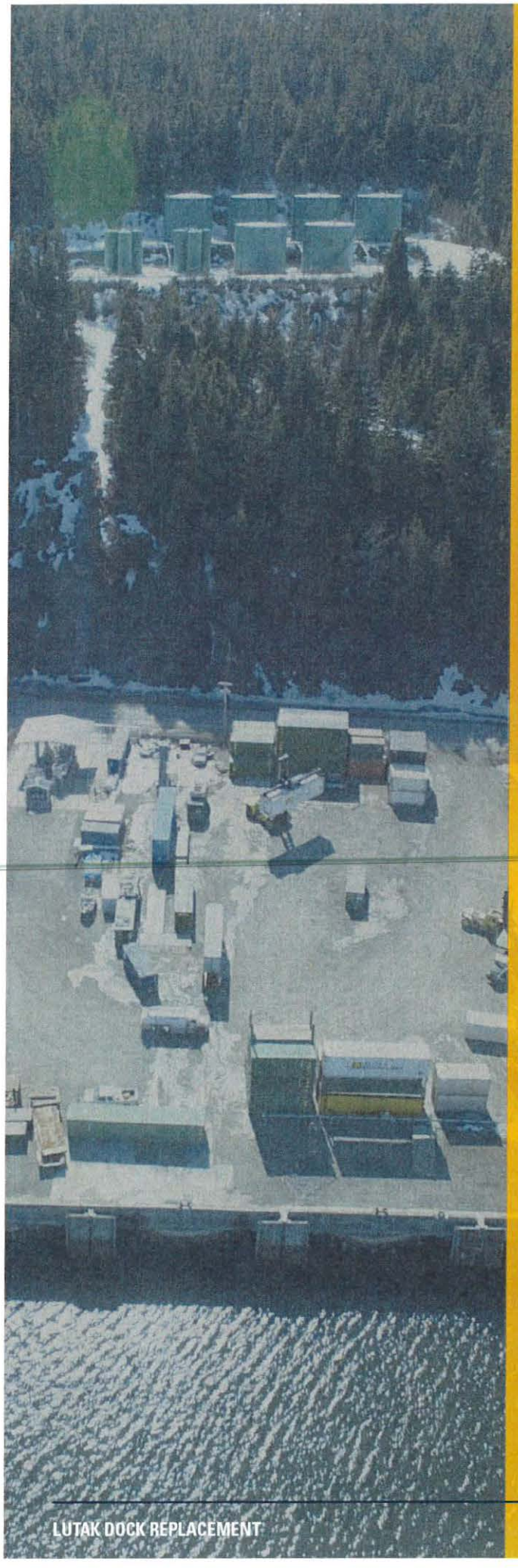
- Name: Torsten Mayrberger
- Address: PND Engineers – 1506 W 36th Ave, Anchorage, Alaska 99503
- Telephone: (907) 561-1011
- Email: torsten@pndengineers.com

Our Team has the expertise and experience necessary to exceed the Project's goals and will bring exceptional value to both the design and execution of this work. Utilizing our Team's knowledge of the work and experience with the Progressive Design-Build process, we will be able to readily identify, mitigate, and manage risk at every phase of this project.

Should you have any questions or concerns, please contact the undersigned below at (206) 331-3873.

Respectfully,

Chris Willis
206.331.3873
chrisw@pacificpile.com



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1 OVERALL MANAGEMENT APPROACH

1.a Management Approach to the Project

Our Team will work collaboratively with the Haines Borough (Borough) and Project Stakeholders to progress the design and develop the Final Basis of Design (BOD) documents, Project Schedule, and Guaranteed Maximum Price (GMP) within the Project Budget.

To accomplish this, we will proceed as follows:

- **Start Up Meeting**: Following award, our Team will ask the Borough to set up a Start Up meeting at Site. Despite the capabilities of teleconferencing and other technologies that make successful interfacing remotely possible, it is important for the Project Team (inclusive of the Borough, Stakeholders and PD/B Team) to meet in-person in Haines and discuss the tasks ahead. This is expected to be a two-day meeting. The meeting agenda will include items to discuss the design concepts currently envisaged, the schedule, listen to Borough and Stakeholder input and agree on the timetable for key elements of the Phase 1 Schedule.

- **Weekly Meetings**: The Project Team will establish a time for a weekly meeting and establish an initial agenda for the recurring weekly meeting. This weekly meeting will be where the Project Team collaborates on the progress to date, any challenges and issues that have been identified, and make decision to progress the work to achieve the Project Milestones agree upon.

- **35%, 65%, 95% Design/Cost Milestone Review Meetings**: The Project Team will review the initial Phase 1 design schedule and agree upon the post milestone review meetings. These one to two day meetings are usually conducted at Site and review the design progress (drawings and specification development), the estimated cost of the work to date (D/B cost estimate and risk analysis), and the main challenges and issues that have been identified.

- **Working Sessions**: During the Phase 1 design and cost development, there will be items that require more input than can usually be accomplished during the weekly meetings. For instance, permitting issues will be crucial to this project and our Team will set up working sessions with the necessary members of the Borough and Project Stakeholders to more fully discuss and troubleshoot these tasks.

- **Clearly Defined Roles and Responsibilities**: Within the PPM/PND Team, specific responsibilities have been established for the Phase 1 goals.

Chris Willis shall act as the Team's Project Director. The design and construction team will report to him. He will be responsible for directing the Team to produce the Final BOD documents, Project Schedule, and GMP within the Project Budget. He will also manage the estimating team for producing the milestone estimates and be the contract authority for negotiation and finalizing the GMP.

Dick Somerville shall act as the Team's Engineering Quality Control Manager and is tasked with ensuring the design and construction elements will be done to the highest quality to meet the Project's goals.

John DeMuth shall act as the Design Manger and will manage the production of the drawings and specifications through the initial conceptual phase leading to the Final BOD. The PND structural, geotechnical, and permitting engineers will report to John.

Stewart Willis will be the Project Manager for the Construction Team working with the Superintendent, Chris Lundfelt, to develop the means and methods for constructing the project and developing the Project Schedule with the design, estimating, and scheduling team.

All of the Management team listed above will attend the Start Up meeting, the weekly meetings, the milestone reviews, and participate in working sessions as needed.

- **Collaboration**: Effective collaboration requires a dedicated, intentional approach and needs to be managed. During the Phase 1 development period, many challenges may be identified that will require problem solving by the entire Project Team. Our Team will be instrumental in identifying these challenges and providing professional, clear, and accurate information throughout the process so that decision-makers have the necessary information to make the best fiscal and operational decisions for the Project. We are confident that our extensive experience on previous progressive design-build projects and the quality of the team we have assembled will enable us to excel at accomplishing this task.

1.b.i Approach to Creating a Collaborative Environment and Exceed Project Goal #2

The delivery of quality and value to the Haines Borough is our Team's guiding principle. To achieve that goal, it is paramount that we develop and utilize a collaborative relationship with the Borough and Stakeholders in an effort to exceed the Project goals.

Our Team has extensive experience working hand-in-hand with communities throughout Alaska and are very aware of the inherent desire for community members to roll-up their sleeves and get involved in the development of a local project. For this project in particular, our Team recognizes the importance of having a safe, functional, cost-effective port facility to accommodate a variety of vessel operations to support consumers and industrial activities throughout the region for decades to come.

The process to accomplish this begins by building on the successful relationship our Team has already established over the past 30-40 years with the community of Haines. We believe early, open and honest communication is essential for overall Project success. We will work diligently to facilitate a teaming approach for identifying potential risks, discussing options to mitigate them, and resolving any hurdles that may arise during the project design and construction. Our Team's preference will be to launch this project by collaborating in an in-person Start Up meeting with the Borough and Stakeholders, complemented with a thorough Site visit. Alternatively, at the Borough's discretion, we can facilitate this initial step as a video conferencing and select alternative means to capture the necessary data points. The objective will be to introduce individual members of our Team, foster an open dialogue about the Project goals and challenges and the Project Team's abilities to meet those goals and challenges. We intend to wrap-up the meeting by discussing immediate and short-term goals in an effort to expedite the development of this essential, long-awaited project.

The RFP specifically requires that our Team validate the "Initial Basis of Design" which primarily consists of the concept drawings included in the RFP documents developed from Stakeholder and community input thus far. Our Team has already spent considerable time reviewing the documents and identifying key elements critical to the success of the project. Our Team will coordinate with the Borough to identify and discuss potential risks, regulatory and funding requirements, existing site information and the potential for obtaining additional site information in an effort to mitigate the risks so we can provide the Borough with a solid, vetted design and accurate pricing for project costs and early procurement of materials.

1.b.ii Approach for Outreach to Stakeholders and Incorporating their Input

As part of this process, we will further engage Stakeholders and the community by establishing a Project-specific website that is regularly updated to serve as an avenue for Stakeholders and the public to be kept informed with regard to meetings, schedule, design, and progress.

We will also coordinate with the Borough to schedule and conduct workshops that will serve to engage the interests of participants and maximize opportunities for discussion through an efficient, interactive format – either in person or with video conferencing. As part of this process, we will collaborate with the Borough to develop detailed questionnaires that solicit the specific information necessary to confirm user group operations, operational constraints and/or requirements during construction and additionally serve to assist in developing the Final BOD documents for a successful project that will function and be constructed as the community expects.

Input from the workshops and responses to the questionnaires will be summarized, and our Team will work with the Borough to review and prioritize the results to maximize the Project goals and determine what will be incorporated into the final design scope of work. This strategic interaction with the community will serve to expedite the design development as necessary to facilitate the permitting process.

The teamwork employed to expedite the design development will function well to engage the Federal Agencies as early as possible through preliminary consultation where informed discussions can be initiated regarding design and construction of the project. This is critical to advance the project as quickly as possible as the agencies will acquire familiarity with the project and the permitting process will be accelerated due to many typical questions and concerns being addressed during the preliminary consultation.

The public process and stakeholder engagement are crucial to the construction of public infrastructure and should simultaneously advance and even improve the project. However, should there be undue opposition from private interests or regulatory agencies, our Team can consider engaging a lobbyist at the direction of the Borough.

Design submittals at 35%, 65%, 95% and 100% will benefit from comprehensive working sessions with the Borough to collectively discuss and make key decisions regarding design, construction, costs, schedule, quality, durability, operability, functionality, and service life.

Personnel for PND's design team are located primarily in Juneau with assistance from the Anchorage office. Personnel for PPM's construction team are located primarily in Seattle with assistance from their Anchorage office.

2 MAXIMIZE DESIGN WITHIN LIMITED BUDGET

2.a Approach to Exceeding Project Goal #1

- **Verification of the Existing R&M Project Concept, Phasing and Project Budget**: Task one is to review the existing design concept produced by R&M issued in Addendum #2. This review needs to occur with the Project Team at the Start Up meeting. The verification will involve agreeing to the initial project concept, design phasing, and schedule as outlined and then revising the concept, if required, and producing a 35% set of drawings and specifications. Our Team will then produce a 35% cost estimate based upon this information. This 35% stage is to provide the Borough with the information to make decisions necessary for the next stage of the process to progress. The 35% milestone usually produces a "menu" of concepts and associated costs that the Owner and Stakeholders can refine and focus in on the concept that meets their ultimate operational and fiscal goals.

- **Productions of 65% Design and Cost Package**: From The 35% conceptual package, the Borough will direct our Team to progress design development upon an agreed upon 35% concept. This is a very important stage as permitting usually begins with an agreed-upon 35% design and often relies upon 65% design to provide critical details for final agency agreement. This requires sufficient accuracy at the 65% design that no major changes will occur to upset the receipt of final permits. At this stage, the cost estimate is becoming more accurate and concentrating on the main cost elements of the project. A risk matrix has been developed identifying the major risks and initially specifying ownership (the Borough, our Team, or shared) and jointly discussing and problem solving to reduce and mitigate. The cost estimate is produced open book and the means and methods, project materials, productivities, subcontract costs and phasing will be discussed in detail with the Project Team. At the 65% review meeting, the Project Team will collaborate on solving any operational or design issues, discuss any further innovations to reduce project costs, and make any decision necessary to keep the project within the established Budget. Following the 65% review meeting, the 65% design package will be amended as necessary and the Borough will instruct the Team to proceed to the 95% design development stage.

- **Production of the 95% Design and Cost Package**: By this stage, the Project design, planning and cost estimation is nearing completion and the Project Team will collaborate on a final full understanding of the Project plan to enable the Team to proceed to the GMP stage of the process. At this milestone, the main design elements are finalized and the risk matrix has been sufficiently discussed in detail with the allocation of risk agreed to. Any project contingencies have been identified and agreed upon and the terms and conditions of the eventual Phase 2 contract have been initially negotiated between the parties. The Borough will have been given accurate cost information and cash flow forecasts and any final challenges or uncertainties are presumed to have been collaboratively solved by the Project Team.

- **Production of the Final Basin of Design, Project Schedule and GMP**: This is the final stage where the design is developed to 100% Issued for Construction (IFC) and the Team has negotiated a GMP for the work identifying a mutually agreed upon GMP, project contingency, and schedule for the Work.

- **Open, Accurate Cost Development**: Fully optimizing the opportunities inherent to the Progressive Design-Build process requires open and honest communication combined with competency and experience. Our approach is to provide that level of service from the start. In line with that level of transparency, we have included the full estimate recap within in the Price Proposal submission.

2.b Strategies and Design Ideas for Exceeding Project Goal #1

a. Cost-benefit analysis for a variety of bulkhead wall types.

   i. MSE Wall

   ii. Combi-Wall

   iii. Open Cell Wall

b. Cost-effective and efficient Dolphin Design

   i. Pile Cap Design

      - Minimize bending moment in piles- reduced pile size required.
      - Incorporate batter pile guides for ease of construction.

ii. Spin-Fin Pile Tips reduce pile driving time and therefore underwater sound impacts.

iii. Fender System Design

- High energy capacity
- Minimal maintenance and ease of maintenance

c. Cost-effective and Efficient Launch Ramp Design

i. Precast Concrete Planks

ii. Sleeper Design - anchor planks and maintain spacing

d. Permitting Innovations

i. Efficiencies in permitting timeline resulting from early coordination with agencies regarding potential project impacts and proposed mitigation measures.

ii. Utilization of a lobbyist if stakeholder engagement and early agency coordination do not fully remove undue roadblocks to project approvals.

e. Reuse of Materials

i. Recovery of existing armor rock and fill materials from the existing dock for beneficial reuse on the project.

f. Materials Procurement

i. Early identification of permanent materials will allow for the pre-ordering of the raw materials needed for the project, locking in pricing before the design is finalized.

ii. Strategic Partnerships with local materials providers.

- Colaska (Southeast Road Builders)

The collective experience of our Team with designing and constructing marine and waterfront projects in Alaska and our background of successfully working with the Haines community over several decades will provide the Borough with a proven avenue to make this long-awaited project a successful reality.

Specific design strategies and ideas include the following:

- Utilize our design team's extensive experience in evaluating site conditions and performing efficient, effective stability analyses of large waterfront fill areas and conducting the met-ocean analysis required for correctly sizing armor rock. Design will be efficient and effective. Our Team has more waterfront and marine experience in Northern Lynn Canal and specifically Haines than any other team. Our combined knowledge of geologic and wind/wave conditions in Haines will ensure the Borough receives the best design in terms of suitable use of local materials, seismic stability, durability for operations and wind/wave environment, and ease of construction.

- Apply our design team's acquired experience in design of boat launch ramps with efficient, effective ramp design elements. Our design team has worked with ADFG for many years to develop cost-effective boat launch designs that have been constructed throughout the State. Our design team has more experience with boat launch facilities in Alaska than any other firm in Alaska. The Borough will benefit greatly from this experience.

- Employ our design team's unparalleled knowledge and experience in the design of mooring/breasting dolphins and fendering systems. Our team has designed and constructed dolphins for a wide variety of applications including the cruise industry, oil and gas industry, cargo industry and the logging industry. We understand how best to configure the dolphin piles to minimize imposed loads and incorporate prefabricated elements into the dolphin cap that facilitate construction. PND also sees potential for their proprietary Spin-Fin technology to provide an efficient, cost-effective design that reduces the pile lengths required to potentially eliminate the need for rock anchors when shallow bedrock conditions exist. Additionally, a reduction in pile lengths and minimizing pile loads will ultimately reduce the total amount of sound transmission which the Federal agencies look upon favorably when reviewing the IHA permit application.

  » We have a catalog of fendering designs that have the capacity, durability, and low maintenance characteristics necessary to provide the Borough with an effective, sustainable system for safely berthing vessels at the facility.

- Effectively use our design team's wealth of experience in design and construction of various bulkhead wall types. Our Team will work with the Borough to conduct cost-benefit analysis and evaluate the best option. Criteria will include load capacity, material cost and availability, lowest maintenance costs, durability, service life, permitting considerations and ease of construction.

2.c Challenges in Developing the Design

Primarily due to financial limitations, the current concept drawings included in the RFP represent a facility layout that is significantly simplified compared to past concepts and more closely aligns with the Borough's financial parameters. Given these constraints, our Team considers the following as challenges to developing the final design for this project.

- Finalizing the BOD and establishing a scope of work that incorporates all Stakeholder and public input while also meeting the needs of all user groups within the established budget. Addressing this challenge will require the level of experience and leadership our Team processes to closely collaborate with the Borough to evaluate, prioritize, and incorporate input to the maximum extent possible after careful consideration of costs and budget constraints.

- Obtaining current, accurate site information that includes topographic survey, bathymetry survey, geophysical survey, and strategic bore holes within the established design budget. Our Team will address this challenge through development of an efficient, effective field investigations plan designed to maximize information collection efforts (personnel, equipment, work plan, scheduling, etc.) and minimize costs.

- Impacts of global supply, supply chain, inflation, and fuel prices influences the cost of materials and the costs associated with fabrication, delivery, and construction costs for the project. We will address this challenge by maximizing efficiencies in the design of key, costly project elements so that strategic, significant cost savings can be accomplished. For example, there are many options for design of the dolphins. The load capacity, size, and number of piles required to achieve that load requirement, how to address shallow bedrock in a cost-effective manner, the type of fender system and its construction will all play a role in being able to design for maximum cost savings. Our Team's design-build collaboration capabilities enable us to prioritize specific project elements such as dolphin and approach dock piles and advance the preliminary design of those elements to enable the procurement of steel coils that will eventually be used to fabricate the piles. Finally, our Team will leverage long-standing relationships with steel suppliers, fabricators, and local shot rock and armor stone suppliers in order to further minimize costs and yield the best value for the Borough.

2.d Communication and Collaboration with Owner Staff and Stakeholders

As previously noted, Borough and Stakeholder communication and collaboration will in part be conducted through a series of project meetings and workshops held in-person and/or via an agreed upon telecommunication platform such as Microsoft Teams or Zoom. There will also be a public-facing Project information site for interested parties to remain apprised of approved updates. Stakeholder workshops including questionnaires to compile input will be utilized to capture design and operational feedback to be incorporated as agreed by the Project Team.

Effective communication is inextricably linked to proactively setting expectations and identifying approved channels and preferred mediums to ensure a consistent, transparent flow of information. This is further aided by fostering a shared approach to Partnering and Risk Management. Appropriate Project controls will provide a framework to facilitate the level of communication and collaboration needed to exceed the Project goals. Several of these tools will include:

- Risk Register - used to identify and develop potential areas of concern or cost items with less certainty to focus on during pre-construction
- HCSS HeavyBid - estimating software used to generate detailed estimates and associated cost reports
- Viewpoint Team - project management platform for tracking and progressing items as well as document control
- Microsoft SharePoint - alternate project management platform
- Microsoft Teams - telecommunications platform for collaboration and web conferencing
- Zoom - alternate telecommunications platform

Even with project controls in place, good communication requires a certain diligence and early alignment towards relationship building. Our Team has not only the skills and tools but the desire to effectively integrate the Borough and Stakeholders to allow all parties the opportunity to contribute to the success of this Project.

3 PROJECT CONTROLS, COST TRACKING AND GMP DEVELOPMENT

3.a Three Strategies for Exceeding Project Goal #3

- Strategy #1: Our Team will produce our cost estimate using our established estimating procedure which includes

the use of HCSS HeavyBid estimating software. The estimate will be based upon a mutually agreed Work Breakdown structure (WBS) that follows the R&M cost estimate WBS so that comparisons between the 35% Verification cost estimate and the R&M cost estimate included in Addendum #2 can be easily reviewed and any differences investigated and discussed.

- Strategy #2: Our Team's cost estimate will be open book and be sufficiently detailed so that cost elements can be shared with the Owner's team and easily understood and reviewed. All subcontractor and material supply quotes received during the cost estimation process will be copied to the Borough. The cost estimate will be given to the Borough in a timely manner and reviewed in detail at each post milestone review meeting.

- Strategy #3: At the 35% Verification Stage, our Team will establish a risk matrix to identify project risk, identify whom is responsible for each risk contractually, quantify the potential cost and discuss how to eliminate or mitigate the risk item. This risk matrix will be updated at each Design and Cost Package Milestone and the result of elimination and mitigation discussed and agreed. This strategy will result in a clear understanding of the risk issues and lead the way for incorporation into the final GMP.

3.b Processes and Tools for Monitoring, Reporting and Managing Cost

Our Team has a long history of working together on design-build projects. Both PPM and PND boast an experienced, highly qualified, and communicative staff. Our Team will be comprised of estimators, superintendents, project managers, schedulers, and all appropriate design disciplines.

Our Team will coordinate with targeted subcontractors to assist in the design. Daily coordination and targeted collaborative meetings will steer the design towards the most economical and timely design.

PPM estimators will provide daily feedback to the PND design team offering historical costs and supplier rough order of magnitude (ROM) pricing during the design concept phase. This approach will allow our Team to minimize construction costs and ensure the project schedule aligns with the Borough's expectations.

Our Team will meet with the Borough weekly to provide updates on design and construction budget as they progress. Additional communication will occur as needed to relay critical information as it becomes available and/or design direction needs to be made. One of our Team's internal measures of success will be to optimize the design-build process for the timely and transparent exchange of critical information.

PPM will utilize HCSS HeavyBid estimating software to estimate this project. This software allows for detailed cost reporting by construction category (i.e. labor, equipment rental, permanent materials, subcontractor costs, etc.). These reports will be made available to the Borough.

PPM will utilize Oracle P6 scheduling software to develop the Project's CPM baseline schedule. This allows PPM to develop a detailed WBS to properly sequence work activities through logical relationships. PPM's scheduler will work alongside the estimating team to provide real-time schedule feedback.

Monthly billing detailing all the hours and costs during that period will be produced monthly. The Not to Exceed (NTE) number will be based upon the Level of Effort defined in this proposal. If the level of effort is increased by the Borough, a change may be requested with the supporting information to be approved by the Borough.

The primary challenges in establishing the GMP include a full understanding of the permitting, geotechnical conditions, safe demolition process, and fast-tracked design process to meet the Borough's schedule - all of which we believe to be achievable through collaboration.

The differentiating resources of our Team include the extensive previous experience PPM and PND have working together as well as PPM, PND, and the Borough having successfully completed several projects together. PPM and PND's team leaders have 90 years of combined experience. Our Team has the equipment and available manpower in Southeast Alaska to begin right away. And our Team is supported by one of the best permitting engineers in the industry.

3.c Phase 1 Level of Effort

The Phase 1 Level of Effort (LOE) is a collaborative effort between PPM, PND, the Borough, and Project Stakeholders. The Phase 1 LOE is comprised of many different tasks beginning with Preliminary Engineering & Conceptual Design.

Preconstruction Design and Estimating

Geotechnical Investigation

- Investigation would provide information for the analysis of global and internal stabilities of the dock, liquefaction potential of foundation soils, pile design and drivability, and depth to bedrock.
- PND proposes to advance nine boreholes, 6 boreholes to a depth of 65 feet and 3 boreholes to a depth of 100 feet, distributed throughout the project area.
- Samples will be sent back to PND's AASHTO/ASTM accredited soil testing lab to verify field observations and characterize engineering properties. Graphical subsurface cross-sections will be provided based on this collected data.
- Depth to bedrock or bedrock profile and updated bathymetry will be characterized by a boat-towed geophysical survey.

35% Design Review and Submittal

- Our Team will perform the proper site investigation to begin design.
- Our Team will review the existing design concepts provided by R&M to verify feasibility of design and schedule.
- Once confirmed, PND will provide 35% design drawings and technical specifications.
- PPM will provide a 35% cost estimate based on drawings provided by PND.
- Our Team may provide multiple design concepts and associated costs at this phase for the Borough and Stakeholders to make decisions as the design progresses.
- Complete 35% submittal package (Drawings, Estimate, Schedule) will be provided to the Borough for review and public comment at the end of this phase.

65% Design Review and Submittal

- PND will provide further detailed drawings to the 65% level and address comments from the Borough based on the 35% submittal. A design concept should be decided upon at this stage.
- PPM will price updated drawings and revise schedule to reflect changes made in this phase.
- Complete 65% submittal package will be provided to the Borough for review and public comment at the end of this phase.

95% Design Review and Submittal

- PND to create 95% design drawings incorporating comments from 65% submittal and main design elements are finalized.
- PPM to price updated 95% drawings and revise schedule.
- Risk allocation is agreed upon at this stage.
- Complete 95% submittal package will be provided with more detailed information on cost and cash flow forecasts.

IFC Drawings GMP Negotiation

- PND will now have enough information to complete and stamp IFC drawings.
- Stamped drawings will be reviewed by PPM for final pricing.
- Final price and drawings will be presented to the Borough.
- Our Team and the Borough will negotiate a GMP contract to perform the work and enter into the Phase 2 Amendment.

Design Meetings and Workshops

- Our Team will have weekly meetings with the Borough to discuss outstanding items, progress on drawings, and other design and estimating elements that need to be addressed.
- Design workshops are meetings to work through the major, complex work items on the project.

Permitting

Permitting is a key item in Phase 1 to be able to build the project. PND's permitting team is experienced in working with permitting agencies to secure permits for highly complex construction projects that may impact the environment. This phase is important because it will play a factor in means and methods, available working windows, marine mammal monitoring, and use of certain equipment. PND has an industry-

leading permitting team that will be instrumental during this phase.

- Acquisition of general permits through USACE, ADEC, and ADFG.
- Acquisition of Incidental Harassment Authorization (IHA) – major permit item that will assess the impact construction activities will have on marine mammals near the project.
- PND to provide Marine Mammal Monitoring and Mitigation Plan.
- PND to coordinate with NEPA and perform environmental assessments.

3.d Examples of Deliverables to Communicate the Development of Project Costs and Schedule

**Refer to Appendix for detailed breakdown of Phase 1 Level of Effort.*

The following are examples of the deliverables our Team will use to communicate the development of the project costs and project schedule to the Borough:

Design Phase

- Drawings and Specifications - refer to sample Seward Pier Replacement 35% Conceptual Document in Appendix*
- Cost Report - refer to sample Seward Pier Replacement 35% Estimate in Appendix*
- Schedule - refer to sample Seward Pier Replacement 35% Schedule and Schedule Narrative in Appendix*

**Single pages have been provided as a point of reference for brevity. Full packages can be made available upon request.*

Our Team will provide detailed cost reports with design drawings for each stage.

Our Team will provide a detailed summary report of expected and known project work and timing restrictions.

Our Team will provide a detailed summary schedule including narrative and report of key sequencing and means and methods to build the project safely and efficiently.

4 CONSTRUCTION MANAGEMENT, SEQUENCING, AND SCHEDULING

4.a Means and Methods to Achieve Efficiencies in Scheduling and Construction Sequencing

Upon Award of the Contract, our Team will immediately start design collaboration with the Borough. Keeping the Project goals in mind, our Team will optimize the design for cost and schedule to execute the work as efficiently as possible.

PPM will provide timely feedback on construction means and methods and historical and current ROM costs to PND to guide design features. As the design progresses, our Team will contact the permitting agencies to manage the securing of all required environmental permits.

PND has a superior understanding and successful track record of securing USACE and IHA permits and maintaining NEPA compliance. PND's permitting department will work integrally with the Team to relay expected permit conditions and the permitting timeline for the project. This will allow the estimators to accurately forecast construction costs based within the project's schedule duration.

Throughout the design process, elements will be refined in consideration of the execution to ensure timely delivery of the Project. Our Team will keep the Borough abreast as to material cost inflation risk and procurement lead times to minimize potential price increases and construction schedule material delays.

Upon mobilization to site, the Construction Team will immediately perform all baseline surveys and temporary environmental controls. Phase 1 demolition of the existing launch ramp will be followed by the construction of the new launch ramp and uplands area. Following completion of those activities, PPM will move on to Phase 2 of construction. Once PPM has demolished the existing structure all excavation, dredging, and disposal will be completed. With the site cleared, the new bulkhead, fill, rip rap, dolphins, catwalks, and utilities will be installed.

If awarded, PPM will then continue with Phase 3 of construction. The approach dock and additional dolphin and catwalk will be installed. The project will conclude with all close-out activities and demobilization from the site.

Should the Borough and terminal operations allow for it, PPM will condense construction sequencing to optimize the construction schedule by seamlessly transitioning from construction activity to construction activity independent of construction phase.

Throughout the design and construction process, construction means and methods will be used to guide the project schedule. Deconstruction and construction methods will be considered during the pricing and planning of the project.

Safety, environment considerations, and efficiency will be discussed in conjunction with pricing of design elements. For every major area of the Work, work plans will be developed showing sequenced layout drawings detailing the resources to be used. Included in the work plans will be equipment capacity charts, located pick points and centers of gravity, template designs, disposal plans, etc.

4.b Approach for Achieving the Performance Requirements and Optimizing for Quality

- Dick Somerville will act as the Design Quality Control Manager. Dick has extensive knowledge of the project and has worked for the Borough directly on many past projects and understands the quality requirements required.
- PND will perform fabrication inspection of all the major materials before they are shipped to the Project. This will include piles, structural steel, coatings and fender elements.
- PPM will produce submittal and shop drawings for review by the Borough and/or any identified Representative(s) during the course of the Project.
- The Specifications will identify all Quality Assurance and Quality Control (QA/QC) testing required during the execution of the project.
- PND will review all materials submittals and certificates of compliance for the materials on the project and the Field Testing results.
- PND will provide Construction Oversight of the construction process and ensure all construction meets the specifications.
- PPM will contract an independent testing agency to carry out all field testing required by the specifications.
- Commissioning of the Project will be handled by the Project Manager, Stewart Willis, who recently accomplished a large commissioning at the Port of Alaska on a major $83M project with many complex systems. A commissioning plan will be formulated and submitted detailing the testing, as-built information, Q&M manuals, Operational training, and information required for each part of the Project.

Quality control measures to keep the project on budget and on schedule will include a comprehensive set of quality review measures, checks, and counter-checks that will be performed on every deliverable. The process begins at the Start Up meeting to make sure all parties fully understand the project objectives, functional needs, and client expectations as well as potential issues and risks. Applicable codes and standards to which the technical review will be conducted will be verified. Design milestones and dates will be confirmed at this time. Regardless of which technical discipline or sub-consultant is performing the work, all documents produced and delivered to the Borough will undergo internal document checks prior to project milestones. These checks will include:

- Coordination Checks (inter-discipline checks)
- Technical Checks – Plans and Specifications
- Constructability Review

Prior to the release of deliverables, QA/QC checklists will be completed to document that the reviews have been accomplished, and responses to comments and outstanding issues have been adequately addressed to the reviewers' satisfaction.

In addition to the Start Up meeting, our Team will hold regularly scheduled coordination meetings throughout the design process to keep the Borough informed of progress and address any questions that may arise during the design process. The design team will also remain engaged throughout construction and will provide shop drawing/material submittal reviews, inspections at key milestones and problem solving as needed during construction.

Our design team's recognition and success in the industry for over 40 years is founded on sound project management and design QC programs. PND has a complete set of quality control guidelines and procedures for design, and if selected for the Lutak Dock project, our Team will submit a QA/QC plan for the Borough's review.

Quality Management Plan

DESIGN CONTROL PURPOSE AND SCOPE

Design control is intended to control project costs, schedule, and quality by ensuring that engineering designs are technically correct, in accordance with pertinent codes and regulations, and are constructible. This purpose is to ensure the following:

- Design specifications, regulatory code requirements, and engineering standards are correctly incorporated and applied to drawings, specifications, procedures, and instructions.
- Appropriate construction standards are specified in the design documents.
- Selection and review of materials and processes that are essential to construction are suitable.
- Design review and checking by appropriate licensed professionals are performed.
- All design documents are reviewed and approved in accordance with established QA/QC policies.
- Issuance and distribution of all design documents are properly controlled.

QUALITY CONTROL AND QUALITY ASSURANCE OF DESIGN

General procedures for the QC process for design shall include the following activities.

- Detail checking of all drawings and calculations prior to release of deliverables.
- Principal In Charge (PIC) technical review of drawings and calculations.
- Consideration of constructability, alternatives, and cost benefits.
- Verification that applicable quality levels and standards have been specified for the intended use, materials, and processes specified and appropriate to the application.
- Review of suitability for design methodologies, such as modeling and analysis.

QC checking of calculations, drawings, and other design documents shall be performed by a registered engineer with an appropriate level of expertise and adequate experience to perform the work being checked. The person shall be approved by the PIC. The reviewer may be the PIC or another designated engineer.

REVIEW AND DESIGN DOCUMENT APPROVAL

- Internal Design Review: The intent of internal design review is to establish that the design aspects have been adequately and accurately expressed, that the design is in accordance with applicable codes, standards, and regulations, and to verify the constructability and approach of the design. Design reviews shall be performed by the Design Project Manager, PIC, and independent project engineer.
- Quality Assurance Review Meetings: Design review meetings will be held at project milestones to coordinate between disciplines, reconcile comments, and establish direction for proceeding to the next level. Participants in design review meetings shall include our Team, subconsultants, Borough Representatives, and any necessary Stakeholders.
- Reconciliation of Comments: The Design Project Manager is responsible for the compilation and reconciliation of comments from all reviewers and transfer of the reconciled comments to the design team. Final reconciled comments submitted to the designers shall reference the appropriate drawing or specification, shall be clear and concise, and shall be non-contradictory. The designers shall prepare corrections/clarifications and responses to comments. Any comment that is not to be incorporated in the next phase of design must be approved by the Design Project Manager and PIC.
- Quality Assurance Project Approval: Approval for projects to proceed to construction shall be provided by the PIC. The Design Project Manager is responsible for obtaining appropriate approvals and signatures. All design documents, including drawings and specifications, shall be sealed by one or more registered professionals who are specifically approved by the PND Board of Directors.

QUALITY ASSURANCE/FIELD ENGINEERING SUPPORT

- During Fabrication: PND personnel will provide engineering support and QA inspections during material procurement and fabrication. All drawing changes and/or Request for Information (RFIs) that are generated during the fabrication phase shall be reviewed by the Design Manager to ensure any design modifications are complete, accurate

and that RFI's are adequately addressed.

PND will develop a submittal register to track submittals for all project materials. Mill certificates, cut sheets, shop drawings and other submittals necessary to ensure compliance will be reviewed by PND for conformance with Plans and Specifications. No project components will be ordered or fabricated prior to approval of the procurement submittals. PND will periodically visit the fabricators to review workmanship and prepare a report of those visits.

- During Construction: PND personnel will provide engineering support and QA inspections during construction. Qualified and certified inspectors will ensure that construction is conducted in accordance with the design documents, and constant communication with PPM will be maintained to clarify design intent for critical project elements. Pile driving will be monitored to verify design loads are being achieved. Materials testing will be performed by certified PND personnel as needed. Daily construction inspection reports with representative photos will be produced by PND to document construction activities.

All drawing changes and RFIs that are generated during the construction phase shall be reviewed by the Design Manager to ensure any design modifications are complete and accurate and that the RFI's are adequately addressed. A close-out punch list will be generated in collaboration with PPM and the Owner and items identified will be completed prior to final completion and commissioning of the project.

4.c Approach to exceed Project Goal #5 to Maximize Safety During the Work

The safety and well-being of our workforce, partners, and the surrounding community is and always will be our first priority. This begins at the design stage when considering the execution of the work and designing to reduce safety concerns and health risks associated with and challenging execution. Designing for Safety (DfS) follows principles associated with systematic risk management, product life cycles, project controls, information transfer, and incorporating elements of design to enhance safety during the construction phase.

PPM utilizes tools such as HCSS Safety to conduct toolbox meetings, reporting, and capture safety metrics to track leading and lagging indicators. PPM follows a behavioral-based approach to behavior believing there is always an opportunity to improve and a lesson to be learned to apply moving forward.

Our attitude of continuous improvement has allowed us to keep safety and quality at the forefront of all design and planning discussions. These discussions will be utilized during constructibility input for design.

Safe design will integrate hazard identification and mitigation paired with risk assessment based on management of the Risk Matrix that will be advanced during Site investigations.

Our approach will be enhanced through ample pre-planning prior to execution of the work as well as continuous 'check and confirm' hold points throughout construction to discuss the plan and verify all parties understand and support the plan and no betterments are identified for further consideration and vetting.

Methods such as these are attributable to the success of similar projects such as:

- $14.1M Dakota Creek Industries Shipyard Redevelopment [450-ft Open Cell Sheet Pile Bulkhead and 14,800 SF pile-supported pier using alternate delivery contracting including *design-build* elements performed by PND]

- $10.3M Hebgen Dam Cellular Cofferdam [*design-build*, emergency deep intake structure in environmentally sensitive headwaters involving construction of a closed cell cofferdam and tensioned rock anchors comprised of 36-in diameter shafts]

- $33.3M Palmer Pier Replacement [CM/GC pre-construction services and construction contract to remove the existing sheet pile bulkhead with a new pier on Anvers Island, Antarctica]

4.d Identify the Challenges and How the Team will Address those Challenges

The biggest challenges this project faces are: Permitting, Geotechnical Design, and Demolition of the Existing Sheetpile Cells.

Though there are currently unknowns associated with all these challenges, our Team will develop and execute a plan to quickly decipher the necessary answers required to make this project highly successful for the Borough and its Stakeholders.

Our Team will work with the Borough and the permitting agencies so all parties understand the construction scope and the environmental concerns and regulations.

Discussion topics will be:

- Federal Funding Requirements (NEPA); release of funds for design
- Separation of Phases (separate permits or one combined
- Schedule of Permitting and Construction
  - » IHA
  - » Procurement of materials; construction window (winter weather)

This will allow for the construction work window to be established and provide environment guidance in developing the final work restrictions, construction means and methods, and budget.

During the design process, our Team will perform the required geotechnical site investigation. This is necessitated by the lack of geotechnical information available.

Upon site investigation, the our Team will gather information to characterize the existing conditions regarding stability, liquefaction, bedrock elevation and profile, etc. This will allow the design to be completed, risks to be minimized, and the project to be properly budgeted.

The biggest construction challenge is in deconstructing the existing closed sheetpile cells. The sheets are old and heavily corroded and it is unlikely they cannot be extracted in single pieces. Our Team will perform thorough site investigations and develop a step-by-step plan to remove the sheets in a safe and efficient way. This understanding will allow our Team to consider all options and select the method that provides the greatest benefit to all project Stakeholders.

As with any project such as this, additional challenges may arise, but our Team is prepared and sufficiently experienced to overcome these challenges through early and ongoing coordination efforts with the Borough.

Early and continued communication, proper planning, and detailed execution will be the keys to delivering this Project successfully.

4.e Detail the Tools Used in this Process and How they will Assist to Exceed the Goals

1. To design and construct the dock and maximize the program requirements with the limited budget, our Team will start by drawing upon our vast construction knowledge and experience to quickly vet the various design possibilities and systematically narrow down the options to select the optimum design and reduce long term maintenance. Additionally, PPM will use HCSS HeavyBid estimating software and Oracle P6 scheduling software to allow for quick estimate data entry, refinement, and optimization.

2. To execute a successful, collaborative progressive design-build process to produce the envisioned project, our Team will work with the Borough and its Stakeholders to optimize the Project within the Project constraints. Our Team will host weekly progress meetings. For time-critical design/schedule/cost elements, our Team will contact the Borough to discuss matters via impromptu video conference meetings, telephone calls, and/or emails, as required. Additionally, our Team will be available, as needed, to respond to any inquiries and/or suggestions the Borough may have.

3. Our Team will provide transparent pricing via HCSS HeavyBid cost reports and scheduling via Oracle P6 CPM schedules that will allow the Borough to track design and construction concurrently as well as fast-track design and construction to maximize the budget. Open-book estimating will be provided throughout the process and all construction means and methods will be described in sufficient detail. Open, transparent communication will be facilitated timely to address any time and/or schedule critical issues. At each design milestone, our Team will provide the Borough with progressively more complete and detailed cost reports and schedules.

4. Our Team will comply with all applicable State and Federal Legal requirements by working with the permitting agencies to incorporate all environmental requirements for this Project. Additionally, the Construction Team will review in their entirety the Project Contract Documents before ever stepping foot on the project site and be in communication with the Borough should any question arise.

5. Safety considerations will be at the forefront of this Project's design. Throughout the design process, PPM will be developing high-level work plans for every major work activity. These work plans will become the starting point for the construction team's work plans once the project is

awarded. Each crew will work through every step of the activities to produce and execute safe work practices. These work plans will minimize safety risks and reduce the need for rework. Our Team is committed to achieving a recordable-free and incident-free project.

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APPENDIX
PHASE 1 LEVEL OF EFFORT SUPPLEMENT

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Pacific Pile & Marine

Pacific Pile & Marine
Lutak Dock RFP
Phase 1 Level of Effort

No.	Scope	Chief Estimator	Senior Estimator	Estimator	Estimating Manager	Superintendent		Labor	Sub	Expenses	
	Hourly Rate	$ -	$ 100.00	$ 55.00	$ 55.00	$ 100.00					
1	35% Estimate + Review	112	40	96	40	72		$ 18,680.00		$ 7,000.00	
2	65% Estimate + Review	136	56	136	60	56		$ 21,980.00		$ 5,600.00	
3	95% Estimate + Review	136	40	136	40	72		$ 20,880.00		$ 5,600.00	
4	Weekly Meetings	52	52	52	52	52		$ 16,120.00			
5	Workshops	48	48		48	48		$ 12,240.00			
6	GMP Pricing and Negotiations	96	36	40	60	36		$ 12,700.00		$ 4,200.00	
	Subtotal Hrs	580	272	460	300	336					Total
	Subtotal $	$ -	$ 27,200.00	$ 25,300.00	$ 16,500.00	$ 33,600.00		$ 102,600.00	$ -	$ 22,400.00	$ 125,000.00

PND Engineers, Inc.

Lutak Dock Replacement

Engineering Services Fee Proposal - July 15, 2022

PND Project 22J022

No.	Scope of Services	Senior Eng. VII	Senior Eng. VI	Senior Eng. V	Senior Eng. III	Senior LS III	Senior LS II	Tech. VI	Tech. V	CAD Design VI	Labor	Expenses	Sub	Total
	Billing Rate	$225.00	$210.00	$190.00	$165.00	$135.00	$125.00	$150.00	$130.00	$130.00				
	Predesign Site Investigation Services													
	Task 1 - Topographic and Bathymetric Surveying													
1.1	Admin, Management, Site Research, Meetings & Client Coordination	8				36		4			$7,260			$7,260
1.2	Field Prep, Mobe, Demobe & Expenses					20	20				$5,200	$9,400		$14,600
1.3	Horizontal & Vertical Control, Utility Locates and Asbuilts					20	16				$4,700			$4,700
1.4	Upland Topographic Survey					40	40				$10,400			$10,400
1.5	Bathymetric Survey					20	20				$5,200			$5,200
1.6	UAV Survey					8	8				$2,080			$2,080
1.7	Data Reduction and Prepare Base Map					16	48			12	$9,720			$9,720
1.8	Final QC and Deliverables	4				4	4			4	$2,460			$2,460
														$56,420
	Task 2 - Geotechnical Investigation													
2.1	Management, Site Research, Coordination with Client & Users	16	8	4				8			$7,240			$7,240
2.2	Field Prep, Mobe, Demobe & Field Expenses							16			$2,400	$7,450	$38,896	$48,746
2.3	Field Drilling Investigation - Field Log Boreholes			10				108			$18,100		$71,775	$89,875
2.4	Lab Testing		4	8							$2,360	$5,600		$7,960
2.5	Data Reduction and Final Borehole Logs		4	8				40			$8,360			$8,360
2.6	Slope Stability & Pile Foundation Analyses	8	16	24							$9,720			$9,720
2.7	Geotechnical Report	8	16	16						8	$9,240			$9,240
														$181,141
	Subtotal Hrs	*44*	*48*	*70*	*0*	*164*	*156*	*176*	*0*	*24*				*682*
	Subtotal $	*$9,900*	*$10,080*	*$13,300*	*$0*	*$22,140*	*$19,500*	*$26,400*	*$0*	*$3,120*	*$104,440*	*$22,450*	*$110,671*	*$237,561*

PND Engineers, Inc.

Lutak Dock Replacement

Engineering Services Fee Proposal - July 15, 2022

PND Project 22J022

No.	Scope of Services	Senior Eng. VII	Senior Eng. VI	Senior Eng. V	Senior Eng. III	Senior Eng. II	Env. Scientist I	Tech. VI	Tech. V	CAD Design VI	Labor	Sub	Expenses	Total
	Billing Rate	$225.00	$210.00	$190.00	$165.00	$155.00	$145.00	$150.00	$130.00	$130.00				
	Engineering Design Services													
1	Prelim Engineering & Conceptual Design Confirmation & Updates	40	40	40				16		40	$32,600		$3,000	$35,600
2	Public Involvement	60	40	40				16		40	$37,100		$8,000	$45,100
3	Demolition Plan & Work Summary	24	40	40						40	$26,600			$26,600
4	Site Layout Plans	24	24	60		40				60	$35,840			$35,840
5	Earthwork - Grading, Drainage and Surface Course	24	24	80		60				60	$42,740			$42,740
6	Fire Suppression	8	8	24						24	$11,160			$11,160
7	Armor Rock Shore Protection	8	8	20	40					24	$17,000			$17,000
8	Approach Dock - Abutment	16	40	40	8					60	$28,720			$28,720
9	Approach Dock - Piles	16	40	60	8					40	$29,920			$29,920
10	Approach Dock - Superstructure	16	60	40	24					60	$35,560			$35,560
11	Boat Launch Ramp	16	20	80	24					60	$34,760			$34,760
12	Bulkhead	24	80	80	40					60	$51,800			$51,800
13	Dolphin - Pile Design	16	40	24	8					40	$23,080			$23,080
14	Dolphin - Fender System	24	60	40	16					60	$36,040			$36,040
15	Dolphin - Pile Cap and Attachments	16	60	24	16					60	$31,200			$31,200
16	Dolphin - Access Gangway, Catwalk and Landings	16	60	24	16					60	$31,200			$31,200
17	Dolphin - Safety Ladder & Light Pole Supports	16	24	24	8					40	$19,720			$19,720
18	Pin Pile & Pile Sockets	16	40	24	16					40	$24,400			$24,400
19	Pile Rock Anchors	16	60	40	16					40	$31,640			$31,640
20	Sacrificial Anodes	8	24	16	8					20	$13,800			$13,800
21	Civil & Structural Calculations Package	24	120	80	40			16			$54,800			$54,800
22	Technical Specifications	24	40	40	40	20		40			$37,100			$37,100
23	Design Coordination Meetings w/ Team and Owner	80	60	40	24						$42,160		$10,000	$52,160
24	Prepare 35% Design Review Submittal & Respond to Comments	24	32	32	32			16		24	$29,000			$29,000
25	Prepare 65% Design Review Submittal & Respond to Comments	24	32	32	32			16		24	$29,000			$29,000
26	Prepare 95% Design Review Submittal & Respond to Comments	24	32	32	32			16		24	$29,000			$29,000
27	PND Internal Design QA Audit - Plans, Specs and Calcs.	24	40	40	40			16		24	$33,520			$33,520
28	Prepare 100% Stamped Final Design Documents - IFC	24	40	40	40			16		16	$32,480			$32,480
29	Mechanical Design and Coordination - Fuel System	16	40	40	8			16		24	$26,440	$82,500		$108,940
30	Electrical Design and Coordination - Power and Lighting	16	40	40	8			16		24	$26,440	$82,500		$108,940
	Subtotal Hrs	*684*	*1268*	*1236*	*544*	*120*	*0*	*200*	*0*	*1088*				*5140*
	Subtotal $	*$153,900*	*$266,280*	*$234,840*	*$89,760*	*$18,600*	*$0*	*$30,000*	*$0*	*$141,440*	*$934,820*	*$165,000*	*$21,000*	*$1,120,820*

PND Engineers, Inc.
Lutak Dock Replacement
Engineering Services Fee Proposal - July 15, 2022
PND Project 22J022

No.	Scope of Services	Senior Eng. VII	Senior Eng. VI	Senior Eng. V	Senior Eng. III	Senior Eng. II	Env. Scientist I	Tech. VI	Tech. V	CAD Design VI	Labor	Sub	Expenses	Total
	Billing Rate	$225.00	$210.00	$190.00	$165.00	$155.00	$145.00	$150.00	$130.00	$130.00				
	Environmental and Permitting Services													
	Task 1 - General (USACE, ADEC, ADFG Fish Habitat)													
1.1	Admin, Management and Client Coordination	4	4								$1,740			
1.2	Develop USACE Permit Drawings and Material Quantities	2	4			12	20			16	$8,130			
1.3	Prepare Permit Applications Including Alternatives Analysis	2	4			12	16			12	$7,030			
1.4	Prepare Biological Assessment	2	2				50			12	$9,680			
1.5	Submit Permit Applications to Owner / Incorporate Comments	2	2			4	8			4	$3,170			
1.6	Respond to Agency Comments / Questions	2	2				16				$3,190			**$32,940**
	Task 2 - Incidental Harassment Authorization (IHA)													
2.1	Admin, Management and Client Coordination	8	20								$6,000			
2.2	Develop IHA Request	6	10				160			20	$29,250			
2.3	Develop Expanded Biological Assessment for IHA						60				$8,700			
2.4	Develop Marine Mammal Monitoring and Mitigation Plan (4MP)	6	10				120			20	$23,450			
2.5	Submit Draft Documents to Owner / Respond to Comments	2	2				20				$3,770			
2.6	NMFS Coordination / Respond to Comments and Questions	10	10				80				$15,950			
2.7	Closeout Reporting	2	4				60				$9,990			**$97,110**
	Task 3 - NEPA													
3.1	Admin, Management and Client Coordination	16	24								$8,640			
3.2	Environmental Assessment /NEPA Documentation	16	24				240			24	$46,560			
3.3	Submit Draft Documents to Agency/ Respond to Comments	8	16				80			12	$18,320			
3.4	Agency Coordination / Respond to Questions and Comments	8	16				60				$13,860			**$87,380**
	Subtotal Hrs	*96*	*154*	*0*	*0*	*28*	*990*	*0*	*0*	*120*		*0*	*0*	*1388*
	Subtotal $	*$21,600*	*$32,340*	*$0*	*$0*	*$4,340*	*$143,550*	*$0*	*$0*	*$15,600*	*$217,430*			*$217,430*

APPENDIX

Examples of Deliverables to Communicate the Development of Project Costs and Schedule

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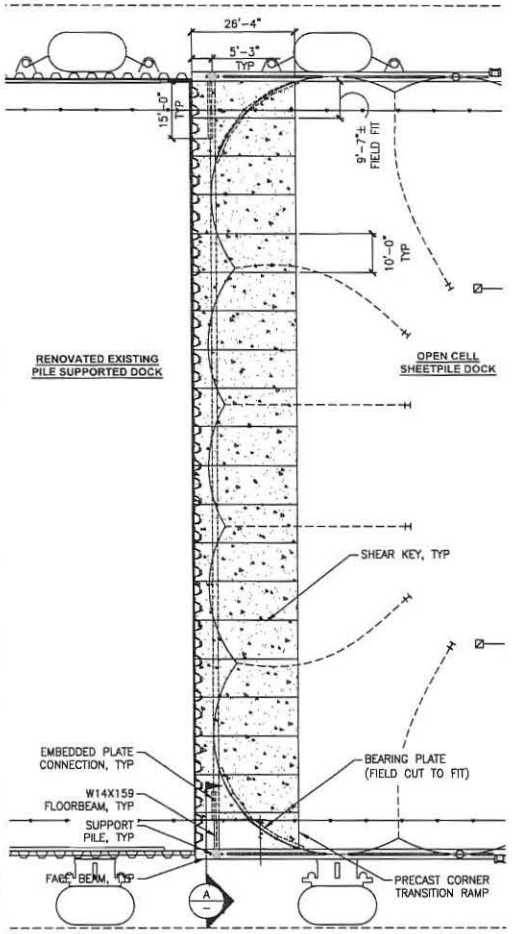
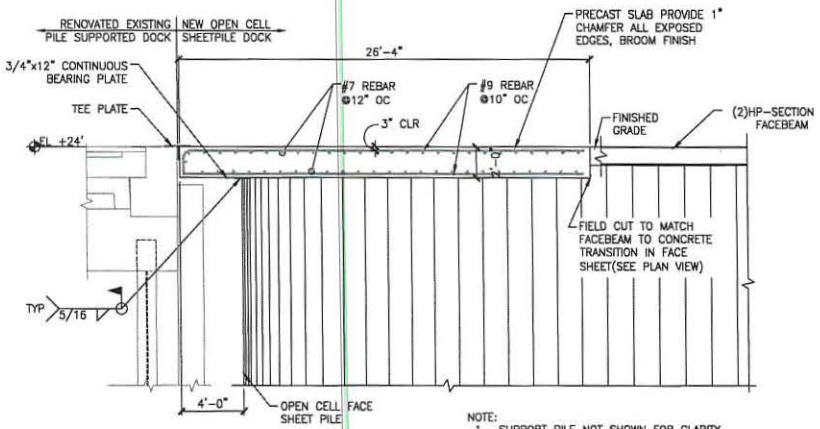


EXISTING DOCK TO OCSP TRANSITION RAMP PLANVIEW

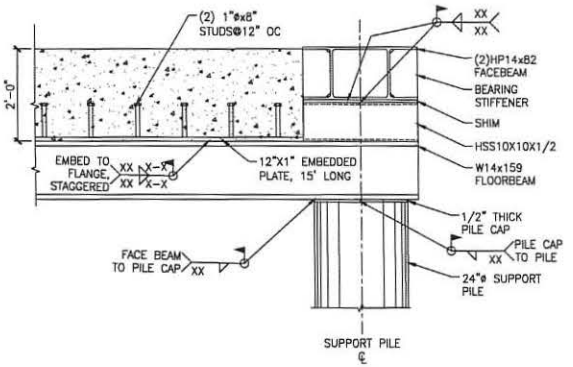
NTS



NOTE:
1. SUPPORT PILE NOT SHOWN FOR CLARITY
2. PART OF FACEBEAM NOT SHOWN FOR CLARITY
3. EMBED PLATE CONNECTION ON FLOORBEAM NOT SHOWN FOR CLARITY

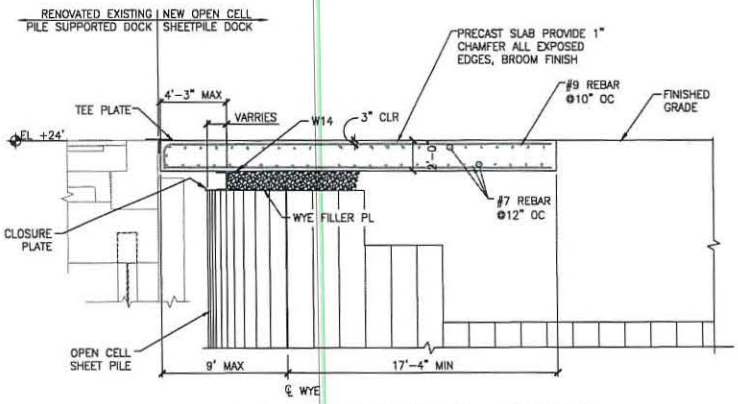
TRANSITION RAMP AT CORNER FACE WALL

NTS



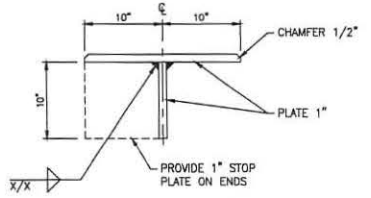
SECTION A - SUPPORT PILE DETAIL

NTS



TRANSITION RAMP AT TAILWALL

NTS



TEE PLATE

NTS

35% SUBMITTAL
5/17/2022

REV	DATE	DESCRIPTION

DATE: _____

1506 West 36th Avenue
Anchorage, Alaska 99503
Phone: 907.561.1011
Fax: 907.563.4220
www.pndengineers.com

PND ENGINEERS, INC.

PROJECT: ALASKA RAILROAD
SEWARD PASSENGER DOCK

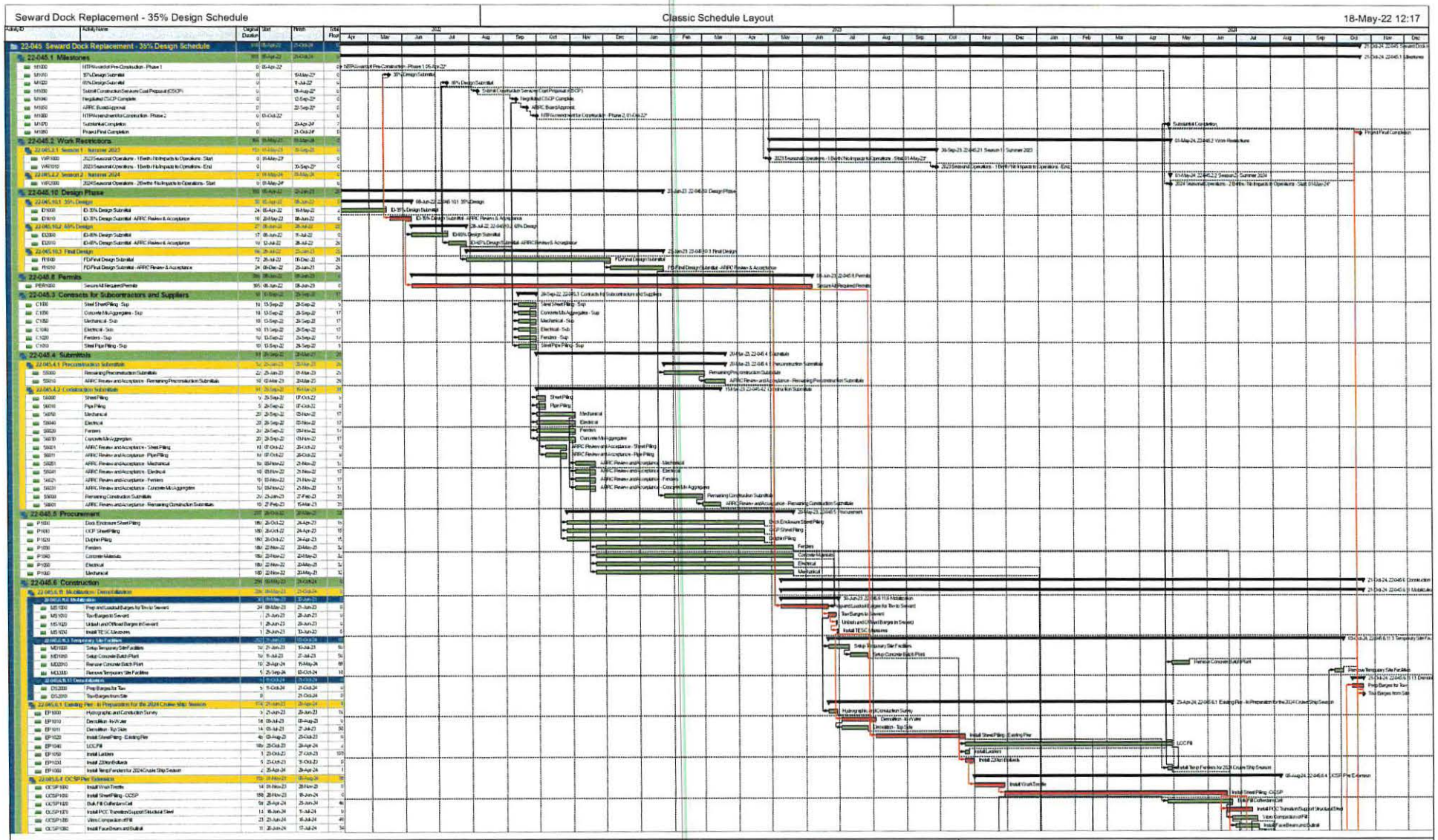
TITLE: TRANSITION RAMP DETAIL

DESIGNED BY: SB	DATE: 5/17/22	DRAWING NO: S117	SHEET NO: 30
CHECKED BY: CC	PROJECT NO: 221040		

Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 32											
Description =	New Waterline Work			Unit = LF	Takeoff Quan:	185.000	Engr Quan:	0.000			
32.07	**Patch Trench**		**Quan: 3,700.00 SF**		**Hrs/Shft: 10.00**	**Cal: 610**	**WC: AKUSLH**				
											**Unreviewed
Assumed 185' x 20' Trench											
4PAVE	Paving Sub	1.00	3,700.00 SF		4.150					15,355	15,355
32.08	**Parking Lot Pavement Markings**		**Quan: 1.00 LS**		**Hrs/Shft: 10.00**	**Cal: 610**	**WC: AKUSLH**				
											**Unreviewed
Repaint Parking Stalls											
4TRAFFICPNT	Traffic Paint Subcontractor	1.00	1.00 LS		1,500.000					1,500	1,500
32.09	**Disposal of Surplus Material**		**Quan: 356.00 CY**		**Hrs/Shft: 10.00**	**Cal: 610**	**WC: AKUSLH**				
											**Unreviewed
AKOP1	1 Operator Crew		1.78 CH		**Prod: 0.0050 MU**		Lab Pcs: 1.00		Eqp Pcs: 1.00		
3PD	Per Diem	1.00	1.78 MH		15.000		27				27
3SAF	*** SAFETY ***	1.00	1.78 MH		1.000		2				2
3STS	Small Tools and Supplies	1.00	1.78 MH		5.000		9				9
8EWL724	724 Loader 4.75 cy - O	1.00	1.78 HR		79.000				141		141
AKO1A	Marine AK- Oper Group 1a	1.00	1.78 MH		45.290	157					157
$335.33	0.0050 MH/CY		1.78 MH		[0.264]	157		37	141		335
==========> **Item Totals:**	**32**		**- New Waterline Work**								
$62,157.29	1.3263 MH/LF		245.38 MH		[64.132]	20,988		5,153	17,850	18,167	**62,157**
335.985	185 LF					113.45		27.85	96.48	98.20	335.99
							Total of Above Sub-Biditems				
==========> **Item Totals:**	**30**		**- Phase 1 Upland Waterline & Hydrants**								
$141,949.57	**245.3800 MH/LS**		**245.38 MH**		**[11864.34]**	**20,988**	**73,757**	**9,388**	**17,850**	**19,967**	**141,950**
141,949.570	**1 LS**					**20,987.64**	**73,757.28**	**9,387.98**	**17,849.67**	**19,967.00**	**141,949.57**
PARENT ITEM =	**40**	CLIENT# = 40									CJW
Description =	Phase 1- Existing Dock Sheet Pile & Conn			Unit = LS	Takeoff Quan:	1.000	Engr Quan:	1.000			
Listing of Sub-Biditems of Parent Item 40:											
BID ITEM = 41											
Description =	Purchase Sheet Pile & Attachments			Unit = LS	Takeoff Quan:	1.000	Engr Quan:	0.000			
41.01	**Purchase zz38 Sheet Piles FOB SEA**		**Quan: 5,102,040.00 LB**		**Hrs/Shft: 10.00**	**Cal: 610**	**WC: AKUSLH**				
80 shhets supply lenght= 82?											
2SP	*** SHEET PILING ***	1.00	5,102,040.00 LB		0.999		5,099,489				5,099,489
41.015	**Purchae Omega corners**		**Quan: 164.00 LF**		**Hrs/Shft: 10.00**	**Cal: 610**	**WC: AKUSLH**				
2SP	*** SHEET PILING ***	1.00	164.00 LF		70.000		11,480				11,480
41.02	**Burn Liftign Hole in Sheets**		**Quan: 366.00 EA**		**Hrs/Shft: 10.00**	**Cal: 610**	**WC: AKUSLH**				
W2	2 man welding crew		36.60 CH		**Prod: 0.2000 MU**		Lab Pcs: 2.00		Eqp Pcs: 4.00		
3PD	Per Diem	1.00	73.20 MH		15.000		1,098				1,098

Seward Dock Replacement - 35% Design Schedule | Classic Schedule Layout | 18-May-22 12:17



TASK filter: All Activities

Schedule and Schedule Narrative

Schedule:
See attached.

Narrative:
Preconstruction Activities:
To ensure all contract milestones and work restrictions are met, the following is the critical path required to achieve them. Once the 35% Design is complete and ARRC has accepted it, the design is sent to the permitting agencies to secure the required permits. While the permitting agencies are reviewing and processing the permit application, PPM/PND will be working with ARRC to finalize the 65% and then Final design, getting key subcontractors and suppliers under contract, achieving submittal approvals, and procuring materials. Once the materials have been procured and all the required permits have been secured, PPM will mobilize to the jobsite to begin construction.

Note: To achieve the April 30, 2024, Substantial Completion Milestone, critical permanent materials must be ordered prior to the completion of the Final design.

Construction Activities:
Construction will be performed continuously onsite making allowances to ensure there are no disruptions to cruise ship operations.

As this work begins during the 2023 Cruise Ship Season, PPM will sequence the installation to avoid any disruptions to cruise ship operations.

Existing Pier Activities in Preparation for the 2024 Cruise Ship Season:
This onsite work will commence in late June 2023 and run through late-April 2024. Once the TESC measures are in place and the hydrographic and construction surveying is complete, PPM will perform all necessary demolition to begin the installation of the sheet piling encapsulating the existing pier. Upon completion of the sheet piling installation, PPM will install the LCC fill. In parallel to the completion of the LCC fill, PPM will complete the remaining activities required to complete the upgrades to the existing pier.

OCSP Pier Extension:
The OCSP work is scheduled to begin in early November 2023 and continue until late-October 2024.

Once the existing pier sheet piling and 220-ton bollards are installed, PPM will install the temporary work trestle for the OCSP and begin the installation of the OCSP. Upon completing the installation of approximately two-thirds of the OCSP sheet piling, PPM will commence the bulk fill, vibrocompation, and layer compaction operations. Additionally, once the OCSP sheet piling installation is complete, the precast transition and face beam/bullrail will be installed and the temporary work trestle will be removed. The MEP, concrete pads, and surfacing will be installed to complete the OCSP.

PPM will sequence all work activities to avoid any disruptions to the 2024 Cruise Ship Season.

APPENDIX
Identification of Projects Table

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a. Name of Project	b. Owner/ Customer	c. Location of Project	d. Description	e. Project Description	f. Name of Key Team Members	g. Contract Price	h. Contract Dates	i. Recordable Injuries	j. Project Contact
Seward Passenger Dock Replacement	Alaska Railroad Corporation	Seward Cruise Ship Terminal Seward, AK 99664	1. Delivery Method: Progressive Design-Build 2. Integration of Design and Construction: PPM was selected with PND to advance from concept through 35%, 65%, and IFC 3. Role: Prime Contractor (PD-B Contractor)	Develop a design, and permit and construct a new 120 x 1200 passenger dock expected to be constructed as a retained fill structure in the ARRC Reserve Port.	Chris Willis - Lead Estimator Chris Lundfelt - Superintendent	Initial Contract Price - $1,801,409 (design services) Final Contract Price - In Progress (estimated construction cost above $56M)	Contract Date for Completion - 04/2025 Substantial Completion - 04/2024 Actual Date of Completion - In Progress	None (0)	Elizabeth Greer 327 W Ship Creek Ave Anchorage, AK 99501 greere@akrr.com (907) 261-6750
Dakota Creek Industries Shipyard Redevelopment	Dakota Creek Industries	Dakota Creek Industries Commercial Ave, Anacortes, WA 98221	1. Delivery Method: Progressive Design-Build 2. Integration of Design and Construction: PPM was selected on a cost-plus basis with design-build elements performed by PND to develop the design and bring to final construction 3. Role: Prime Contractor (D-B Contractor)	Major redevelopment and expansion involving demolition; dredging; a 450-LF OPEN CELL SHEET PILE Bulkhead; and a 370 LF long, 14,800 SF pile-supported pier. 36,000 CY of contaminated sediments and 105,000 CY of non-contaminated sediments were dredged.	N/A	Initial Contract Price - $13,003,029 Final Contract Price - $14,103,505	Contract Date for Completion - 01/2010 Actual Date of Completion - 01/2010	None (0)	Mike Nelson 820 4th St. Anacortes, WA 98221 mike@dakotacreek.com (360) 293-9575
Hebgen Dam Cellular Cofferdam	NorthWestern Energy	Madison River West Yellowstone, MT 59758	1. Delivery Method: Design-Build 2. Integration of Design and Construction: PPM worked with the designer of record to develop plans and successfully complete construction 3. Role: Prime Contractor (D-B Contractor)	Closed cell cofferdam with tensioned rock anchors. 36-in diameter shafts installed 20-ft into bedrock. 1,350 CY tremie concrete poured in water depths up to 60-ft. Circular cells spaced 58-ft in diameter with 70-ft centers using sheet pile between 80 and 85-ft.	Chris Willis - Lead Estimator / Project Manager	Initial Contract Price - $6,785,261 Final Contract Price - $10,257,047	Contract Date for Completion - 12/2009 Actual Date of Completion - 09/2010 Owner-initiated changes extending the work into a second season	None (0)	BJ Cope 40 E. Broadway St. Butte, MT 59701 bj.cope@northwestern.com (406) 581-6355
Palmer Station Pier Replacement Pacific Pile&Marine	National Science Foundation / Leidos, Inc	Palmer Station Anvers, Island	1. Delivery Method: CM/GC [pre-construction] - Lump Sum with Provisional Sums [construction] 2. Integration of Design and Construction: PPM worked with designer of record R&M to progress from concept to IFC to final construction 3. Role: Prime Contractor (CM/GC Contractor)	Preconstruction and construction services to demolish and replace the existing sheet pile bulkhead pier with a pier consisting of 36-in and 32-in steel pile. Site consists of exposed bedrock requiring piling to be drilled and socketed with 20-30-ft of embedment. Included upland civil earthworks. The site required significant environmental protections and controls.	Chris Willis - Lead Estimator / PD-B Director Chris Lundfelt - Superintendent Matt Rolf - Safety Director	Initial Contract Price - $28,881,612 Final Contract Price - $33,290,339	Contract Date for Completion - 08/2022 Actual Date of Completion - 07/2022	None (0)	Chris Chuhran 7400 S. Tucson Way Centennial, CO 80112 christopher.Chuhran.contractor@usap.gov (253) 229-1289

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APPENDIX
Resumes

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KEY PERSONNEL RESUME
SECTION 00 22 10 - ATTACHMENT 4

Instructions: Please fill out all fields in table and supply relevant project history (no more than 2 pages). Send a headshot as email attachment to russell@trd-enterprises.com along with completed form.

Name:	Aaron Athanas, P.E.					
Assignment and Role on this Project:	Mechanical Engineer					
Name of Firm:	Great Northern Engineering					
No. of Years: With this Firm	10	With other Firms:	12			
Education: Degree(s)/Year/Specialization	BSME/2001/Mechanical/Process Engineering					
Degree:	Mechanical Engineering					
Institution:	University of Alaska Fairbanks					
Location:	Fairbanks, Alaska					
Year:	2001					
Degree:	BSME					
Active Registration, if any:	Mechanical Engineer, ME11216					
	State	AK	No.	ME11216	Exp.	12/23
	State	LA	No.	0045559	Exp.	09/23

Brief Bio:
Aaron Athanas has over 20 years of experience in mechanical engineering, with roughly 10 of those years in the oil and gas sector working on downstream facilities including oil and gas processing, transfer, and storage, and 10 additional years in the Alaskan energy sector working the bulk storage and transfer of distillates, aromatics, natural gas, and LNG products. He has a wide range of experience with all of the relevant Alaskan codes, regulations, and requirements to provide fit for purpose designs that meet and exceed the owner's requirements whether they are a government or private entity. He specializes in bulk fuel storage, above and below ground pipelines, pump transfer and filtrations systems, marine loading/unloading systems, truck and rail loading/unloading systems. His knowledge of the arctic environment and how fuel storage and transfer systems interact with these environments is invaluable for project constructability and sustainability.

Relevant Experience:

Project Name: Port of Alaska Modernization Program, Petroleum and Cement Terminal (PCT), Phase 1

Project Role: Mechanical Designer of Record (DOR), Project Manager

Period of Performance: 2017-Present

Project Description: The PCT is the first phase of the Port of Alaska Modernization Program (PAMP) The PCT project includes a new PCT terminal with a new operations building, a new Hybrid POL Loading/Unloading Tower with 6 loading arms, integration of the cement unloading system, over 12,000 feet of new 12" diameter fuel transfer piping which has been integrated into the existing POA valve yard and piping system, and a completely upgraded electrical and controls system. This project budget was approximately 100M. This project has been designed and constructed while the POA has remained operational.

Project Name: Pertostar Fairbanks Rail and Truck Terminal

Project Role: Mechanical Designer of Record (DOR), Project Manager

Period of Performance: 2017-2019

Project Description: Aaron was the PM/DOR for PSI's green field effort to design and construct a new bulk fuel storage facility with both rail and truck loading and unloading facilities. The challenging and fast track design involved every aspect of the design, engineering, permitting, and construction support phases. The project was completed on time and within the budget and has since allowed GNE to be PSI's on call engineering support for many of their facilities. This project was approximately 40M. GNE has completed many other design projects since this project has been complete. This relationship continues to this day.

Project Name: Adak Island Fuel Skid, Pipelines, and Tank Farm Upgrades

Project Role: Mechanical Engineer/QC

Period of Performance: 2007-Present

Project Description: GNE has been contracted by the Aleut Native Cooperation (ANC) to complete multiple bulk fuel storage/fuel transfer system upgrades, replacements, and repairs on Adak Island. GNE has conducted multiple site visits and has helped ANC repair and maintain the aging infrastructure in this extremely harsh environment. Projects include new truck loading/unloading racks, new fuel transfer pipelines, new pump houses, leak detection systems, controls and alarm upgrades, cathodic protection systems, and bulk storage tank system inspections/repairs. Specific scopes of work are listed below:

GNE provided the design and construction support for a new truck loading rack and fueling system for the Adak Fuel Facility. The work included: inspection and assessment of the existing facilities, all engineering disciplines, a design basis, IFC drawings and specifications, fabricator selection, QA/QC oversite, construction support, and final installation inspection.

GNE provided the design for two new fueling pipelines (approximately 1-mile in length, each), connecting the cut-and-cover tank farm to the pump house and new fueling skid at the Adak Fuel Facility. The work included: inspection and assessment of the existing pipelines and pump house, right-of-way selection, IFC drawings and specifications, crossing designs, cathodic protection, earthquake and expansion considerations, contractor evaluation and selection, QA/QC oversite, construction support, and final installation inspection. GNE provided Site Assessment Report to ANC for the existing fuel system and tank farm at the Adak Fuel Facility. The report included all findings and recommendations for upgrades and repairs. They provided a design for upgrades to leak detection system at the Adak Fuel Facility. Upgrades recommended included the tank farm, liners, vaults, and pipelines. Provided a design for upgrades and an expansion to the Adak Fuel Facility cathodic protection system. The work included testing and assessment of the existing system, a repair plan, and an IFC design for the new system.

GNE completed and stamped the Spill Prevention, Control, and Countermeasure (SPCC) Report for the Adak Fuel Facility. They also provided the design for a high-level alarm system for the Adak Fuel Facility.

Project Name: Fairbanks Natural Gas LNG

Project Role: DOR, Mechanical Engineer/PM

Period of Performance: 2017-2019

Project Description: The Interior Gas Utility (IGU) owns and operates the natural gas utility in Fairbanks, Alaska and surrounding communities. IGU began the design for expansion of their storage and vaporization facilities in October 2017, primarily around the installation of a new 125,000 BBL (5-million gallon) liquefied natural gas (LNG) storage tank in west Fairbanks. IGU bought Fairbanks Natural Gas LLC (FNG), the prior utility owner/operator, and now relies on FNG to be the day-to-day operator of the utility under IGU's ownership and direction. Design Alaska was the Design Manager and Designer of Record for the LNG storage and vaporization system expansion under contract initially with FNG and then transitioning to IGU early in the design. GNE provided process, mechanical engineering, instrumentation and controls design and construction support for both the LNG loading/unloading rack, the facility piping, and the balance of plant equipment. The total cost of the project was approximately $50M.

Project Name: Delta Western Petroleum Term Contract

Project Role: Mechanical Engineer/PM

Period of Performance: 2017-Present

Since 2017, GNE performs on call engineering and inspection services for Delta Western's bulk fuel facilities. Detailed scope development, design documents, and construction engineering support at approximately (12) Delta Western bulk fuel storage, truck loading/unlading, and marine loading/unloading facilities across Alaska. Design scope has included all engineering disciplines for primarily bulk fuel storage tanks, and typically includes design requests for marine headers, vapor combustion systems, rail and truck loading racks, and pipelines. Locations include: Dutch Harbor, POA, Sitka, Ward Cove, Juneau, Dillingham, False Pass, Naknek, Ketchikan, Haines, Fairbanks, Deadhorse, and Yakutat.

KEY PERSONNEL RESUME
SECTION 00 22 10 - ATTACHMENT 4

Instructions: Please fill out all fields in table and supply relevant project history (no more than 2 pages). Send a headshot as email attachment to russell@trd-enterprises.com along with completed form.

Name:	Torsten Mayrberger, P.E., Ph.D.					
Assignment and Role on this Project:	Principal Geotechnical Engineer					
Name of Firm:	PND Engineers, Inc.					
No. of Years: With this Firm	11	With other Firms:	7			
Education: Degree(s)/Year/Specialization	B.S., 1999, Civil Eng.; M.S., 2001, Civil Eng. – Geotechnical (Civil) and Rock Mechanics (Mining); PhD, 2010, Civil Eng. – Geotechnical					
Degree:	B.S., Civil Engineering					
Institution:	University of Alaska Anchorage					
Location:	Anchorage, AK					
Year:	1999					
Degree:	M.S., Civil Engineering – Geotechnical (Civil) and Rock Mechanics (Mining)					
Institution:	Michigan Technological University					
Location:	Houghton, MI					
Year:	2001					
Degree:	Ph.D., Civil Engineering – Geotechnical					
Institution:	Michigan Technological University					
Location:	Houghton, MI					
Year:	2010					
Active Registration, if any:	Professional Civil Engineer					
	State	AK	No.	14702	Exp.	2021

Brief Bio:

PND Principal Engineer Torsten Mayrberger, P.E., Ph.D., has been working in Alaska for more than 35 years, providing him with extensive collective knowledge of the conditions and challenges present throughout the state. Mr. Mayrberger has 18 years of geotechnical engineering experience. His project experience involves large, remote arctic and marine geotechnical investigations, as well as deep foundation design in non-permafrost and permafrost soils, marine environments, and rock mass structures. Mr. Mayrberger taught drilling and blasting courses for civil works based on 10 years of experience in the drilling and blasting trade before becoming an engineer. He currently supervises PND's AASHTO/ASTM-accredited Soils-Materials Laboratory and arctic cold room facility. His specialties include advanced triaxial testing and in-situ instrumentation.

Relevant Experience:

Project Name: Sand Point Dock Replacement | Sand Point, AK
Project Role: Lead Geotechnical Engineer
Period of Performance: 2016-2019
Project Description: Mr. Mayrberger managed numerical analysis of the existing and expanded causeway to evaluate total and differential settlement and stability. The slope stability analysis was performed using a combination of Ensoft LPile, Rocscience Slide, and Settle3D. This project replaced the city's 35-year-old, steel pile-supported dock, which was used for receipt of shipment of conventional and containerized cargo, as well as for landing Alaska State Ferry passengers and vehicles.

Project Name: Kodiak Pier III Replacement | Kodiak, AK
Project Role: Principal Geotechnical Engineer
Period of Performance: 2012-2015
Project Description: Mr. Mayrberger was responsible for field investigation for the on- and offshore exploration of the Kodiak Pier III cargo-handling dock. PND conducted laboratory testing of recovered soil and rock samples and produced a geotechnical data report. Eight marine- and barge-supported boreholes were advanced to 100 feet below mudline. In addition to the geotechnical investigation, PND provided master planning services to review options; performed concept engineering; conducted metocean studies at the exposed site; managed and oversaw wave tank testing to examine replacement alternatives; performed detailed design; and provided construction administration and quality assurance support for the project. The replacement structure is a 330-foot-long pile-supported pier supporting a modern 100-foot gauge container crane. Soils at the site are a deep layer of very soft soils requiring piles to be socketed into bedrock. The structure was designed to accommodate large container-handling forklifts with 100-ton axle loads. The lateral resistance system uses an innovative sheet-pile system to drag lateral loads into the fill behind the dock structure. Dolphin structures extend the dock to more than 600 feet.

Project Name: Chignik Bulkhead Dock | Chignik, AK
Project Role: Lead Geotechnical Engineer
Period of Performance: 2012-2017
Project Description: Mr. Mayrberger managed the geotechnical investigation and materials testing for the new bulkhead dock. On- and offshore drilling provided information for dock design and usage of an upland stockpile. Results from previous nearby drill holes were compared and integrated into the design dataset to improve the understanding of the site. Materials were tested in PND's AASHTO/ASTM-accredited Soils-Materials Laboratory. The all-tide, deep-draft dock serves local and regional industry and provides berthing for Alaska Marine Highway System vessels.

Project Name: Seward Marine Center Mooring Dolphins | Seward, AK
Project Role: Principal Geotechnical Engineer
Period of Performance: 2011
Project Description: PND was responsible for the structural design of two four-pile breasting dolphins to modify the existing Seward Marine Center dock. The improvements were needed for mooring the new Alaska Region Research Vessel, Sikuliaq. The vessel is 261 feet long and one of the most advanced university research vessels; it is capable of breaking ice 2½-feet thick. PND also provided access to the dolphins from the dock, replaced the timber fenders along the existing dock, and added a dry fireline along the dock. Mr. Mayrberger advanced four offshore boreholes to 120 feet below mudline. Samples were collected every 5 feet and later tested at PND's soils lab for index properties and strength using lab triaxial testing.

Project Name: APL Terminal One Dock Repairs and Expansion Project | Dutch Harbor, AK
Project Role: Geotechnical Engineer
Period of Performance: 2017-2020; 2020-Current
Project Description: Mr. Mayrberger assisted with the geotechnical investigation to aid dock repairs, dredging work, and the dock modification and expansion at the American President Lines, Ltd. (APL) Terminal One Dock. The expansion will include dock upgrades and replace the existing pile-supported dock with a modern, high-capacity sheet-pile bulkhead dock extending south from the existing sheet-pile bulkhead. Concurrent with the dock and pad expansion, a material source will be developed in the hillside adjacent to the APL Terminal Yard.

Project Name: Unalaska Marine Center Expansion | Unalaska, AK
Project Role: Geotechnical Engineer
Period of Performance: 2014-2018
Project Description: Mr. Mayrberger assisted with a soils lab analysis following the geotechnical investigation for the replacement of the existing Unalaska Marine Center docks at Positions III and IV with a new high-capacity bulkhead dock facility with expanded container crane capabilities. Mr. Mayrberger also provided construction administration support. The project provides 610 feet of new dock face with a minimum water depth of approximately 45 feet and replaced two aging, pile-supported structures with a high-capacity bulkhead dock. The new facility incorporated a curved crane rail that allows a container crane to traverse from dock positions VII through IV around the curve to III, providing 1,350 linear feet of dock face now serviced by container cranes. PND designed a quarry on city-owned land to provide an optional source for shot rock material. The quarry was located in an industrial area along the steep shoreline cliffs of Dutch Harbor across the road from the UMC container terminal and adjacent to several bulk fuel storage tanks. The quarry plan and specifications were developed for a total face height of 180 feet with benches every 30 feet vertically. An emphasis was placed on monitoring and protecting the nearby infrastructure during blasting activities. Provisions were made for rock bolt stabilization dependent on conditions encountered during construction. The quarry plan included detailing the overburden at the top of the quarry for stabilization, rock wall stability analyses, a rock catchment ditch at the base, and drainage system. Identification of rock quality, jointing, and potential yield based on visual inspections rather than actual laboratory testing required familiarity with the geology of the area and typical characteristics of the rock in the nearby quarry. The quarry had to be designed to reduce the impact on nearby facilities during mining operations.

Project Name: Togiak Multipurpose Dock | Togiak, AK
Project Role: Lead Geotechnical Engineer
Period of Performance: 2013
Project Description: Mr. Mayrberger managed a soils investigation to evaluate subsurface conditions in support of the foundation design for the dock facility. He developed and supervised a drilling program, oversaw lab testing and analysis, and characterized subsurface conditions. While on site in Togiak, PND also visited the Togiak rock quarry site to assess shot rock for use as rip-rap and armor stone or road base course material. PND designed a robust, high-capacity, low-maintenance marine facility designed for the harsh environmental and ice conditions of the site to include a 30-foot-high sheet-pile dock, fender piles and bull rail, two pedestal cranes with foundations, improvements to the existing access road, and a concrete boat ramp. The ramp was designed for landing craft use and as a boat launch ramp for the local community. Armor rock was designed around all exposed edges to provide robust erosion protection in the exposed marine environment featuring up to 4-foot seas.

Lutak Dock Replacement

Request for Proposals ("RFP")
Design-Builder

Pacific Pile & Marine

PND Engineers, Inc.

Haines Borough Alaska

Pacific Pile & Marine, LP
4753 West 80th Ave
Anchorage, AK 99502

Chris Willis
P 206.331.3873
chrisw@pacificpile.com

Price Proposal

Financial Submission - July 15, 2022

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ATTACHMENT A TO REQUEST FOR PROPOSALS
HAINES BOROUGH
LUTAK DOCK REPLACEMENT
PRICE PROPOSAL FORM AND INSTRUCTIONS

I. INSTRUCTIONS

A. Design-Builder's Phase 1 Lump Sum for Overhead and Profit

The Design-Builder's Phase 1 Lump Sum for Overhead and Profit will, if agreed upon by the Owner, be inserted in Section 6.2.1 of the Progressive Design-Build Agreement between Owner and Design-Builder and should be based on the Phase 1 Not to Exceed Amount proposed in Section B below as well as the Phase 1 Level of Effort proposed pursuant to Section VI.B.3.c of the RFP. The parties will negotiate the Phase 1 Level of Effort, the Lump Sum for Overhead and Profit, and the Phase 1 Not to Exceed Amount after award. For scoring purposes only, Proposers should assume that the Cost of the Work for the Project is $20,000,000.00.

B. Phase 1 Not to Exceed Amount

The proposed Phase 1 Not to Exceed Amount will be inserted into Section 6.6.1.2 of the Agreement. The Phase 1 Not to Exceed Amount will not be scored. However, if accepted by the Owner after negotiations, shall become binding on the successful Finalist, subject to the terms and conditions of the Contract Documents.

a. The Proposed Phase 1 Not to Exceed Amount should include all compensation to the Design-Builder during the Phase 1 set forth in the Contract Documents, including but not limited to Exhibit C of the Agreement and proposed in the Phase 1 Level of Effort described in the Management Proposal.

b. The Owner reserves the right to reconcile the various proposals received and also reserves the right to seek best and final proposals for the scope and the cost of the Phase 1 Services and the Phase 1 Not to Exceed Amount; however, by submitting the Phase 1 Not to Exceed Amount, the Finalist warrants the following:

   i. That the Phase 1 Level of Effort described in the Management Proposal is sufficient for the Design Build Team to perform the Work described for Phase 1 in the Contract Documents and provide the Owner with the Phase 1 deliverables as set forth in the revised Exhibit C proposed by the Finalist.

   ii. That the Phase 1 Not to Exceed Amount is sufficient to perform the Work described in the Phase 1 Level of Effort in the Management Proposal.

C. Hourly Rates

Finalists will provide the hourly rates for Key Team Members. The Hourly Rates are not scored but will be incorporated into the Design-Build Agreement as Exhibit D. Separate rates shall be submitted for preconstruction and construction services should they differ.

D. Scoring of Price Proposal

The Design-Builder's Price Proposal shall be scored as follows:

The Finalist with the lowest Price Proposal will receive all fifteen points. The remaining Finalists will receive a proportionate share of the fifteen points, based on the proportion that the Price Proposal for their proposals exceeds the lowest Price Proposal. The points will be rounded to the next lowest whole number. No partial points will be awarded By way of example, if the second low Finalist proposes a

Price Proposal that is fourteen percent higher than the lowest Price Proposal, the second low Finalist shall receive 17 of the 20 allotted points. Fourteen percent of 20 is 2.8. 20 minus 2.8 equals 17.2. 17 is the next lowest whole number.

II. PRICE PROPOSAL FORM

Pacific Pile & Marine, LP
Finalist Name

Having carefully examined the Request for Proposal (RFP) for Design-Build Services for the Haines Borough, Alaska Lutak Dock Replacement Project, issued June 17, 2022, and Addenda numbers 1 through 2, and the Agreement, the undersigned Design-Builder proposes the following Commercial Terms for the Project:

A. Design-Builder Lump Sum for Overhead and Profit that will is proposed to be inserted into Section 6.2.1 of the Agreement: _____ dollars ($ 204,097.32) Two Hundred Four Thousand Ninety-Seven Dollars & Thirty Two cents

B. Phase 1 Not To Exceed Amount (not scored)

The proposed Phase 1 Not to Exceed Amount is

$ One Million Nine Hundred Four Thousand Nine Hundred Eight dollars & Thirty two cents dollars ($ 1,904,908.32)

Phase 1 NTE is based upon a cost of the work of $20 million as per instructions. If actual cost of the work changes significantly, PPM reserves the right negotiate a revised NTE number for Phase 1 Level of Effort.

C. Key Team Member Hourly Rates (not scored)

Name The Hourly Rates for Key	Position Team Members are as follows:	Hourly Rate Preconstruction	Hourly Rate Construction

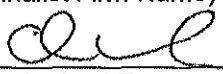
*Please see attached Hourly Rates

PROPOSAL GUARANTEE

The undersigned hereby agrees that this Proposal may be accepted by Haines Borough anytime within ninety (90) calendar days immediately following the date indicated herein below, and the undersigned further agrees to submit a fully executed Agreement prior to the issuance of the Notice to Proceed that includes the Commercial Terms proposed in this Price Proposal Form.

PROPOSAL FROM:

Pacific Pile & Marine, LP
(Finalist Firm Name)



07 / 15 /2022
(Authorized Representative Signature and Date)

Chris Willis, Executive Vice President
(Representative's Printed Name and Title)

CONE33893
(State of Alaska Contractor's License No.)

Key Staff	Job Class/Title	Preconstruction Rate/Hr	Construction Services Rate/Hr
(PND) John DeMuth, PE, SE	Senior Engineer VII	$225	$225
(PND) Dick Somerville, PE	Senior Engineer VII	$225	$225
(PND) Torsten Mayrberger, PE	Senior Engineer VI	$210	$210
(PND) Mark Sams, PE, SE	Senior Engineer VI	$210	$210
(PND) Tyler Bradshaw, PE	Senior Engineer V	$190	$190
(PND) Sean Sjostedt, PE	Senior Engineer V	$190	$190
(PND) Brenna Hughes, MS, CH	Environmental Scientist III	$140	$140
(PND) Ian Brown, PLS	Senior Land Surveyor III	$135	$135
(Respec) Ben Haight, PE	Senior Electrical Engineer	$225	$225
(GNE) Aaron Athanas, PE	Senior Mechanical Engineer	$225	$225
(PPM) Chris Willis	Chief Estimator	**$0	*N/A
(PPM) Katie Laborde	Estimating Manager	$55	*N/A
(PPM) Steve Grayson	Scheduler / Senior Estimator	$100	*N/A
(PPM) Cameron Martin	Estimator	$55	*N/A
(PPM) Chris Lundfelt	Superintendent	$100	*N/A
(PPM) Stewart Willis	Project Manager	$100	*N/A

*N/A – During the construction phase, PPM's Field overhead staff will be a cost of the work and will be included the cost estimate for Phase 2 Construction.

**We have decided not to charge our Project Director to keep the cost of phase 1 as low as possible.

07/14/2022 16:33
22-039 Lutak Dock NTE
*** Katie LaBorde

BID TOTALS

Biditem	Description	Status - Rnd	Quantity	Units	Unit Price	Bid Total
10	35% Estimate + Review		1.000	LS	28,761.60	28,761.60
20	65% Estimate + Review		1.000	LS	30,889.60	30,889.60
30	95% Estimate + Review		1.000	LS	29,657.60	29,657.60
40	Weekly meetings.		26.000	WEEK	694.40	18,054.40
50	Design and construction workshops		1.000	LS	13,708.80	13,708.80
60	GMP Pricing and Negotiations		1.000	LS	18,928.00	18,928.00
70	PND Design/Permitting/ Geotechcnical (cost = 20 M		1.000	LS	1,764,908.32	1,764,908.32
			Bid Total	⟹		$1,904,908.32

ESTIMATE RECAP - BID QUANTITIES

	DIRECT	INDIRECT	TOTAL	% OF TOTAL
Labor	102,600.00		102,600.00	6.032%
Burden				0.000%
Lab+Bur	102,600.00		102,600.00	6.032%
Perm Matl				0.000%
Const Exp	22,400.00		22,400.00	1.317%
Equipment				0.000%
Subs	1,575,811.00		1,575,811.00	92.651%
Other				0.000%
Total Costs:	1,700,811.00		1,700,811.00	100.000%
% of Total	100.000%	0.000%	100.000%	

Escalation on:	Labor	Burden	Perm Matl	Const Matl	Co Eqp	Rented Eqp
	0	0	0	0	0	0
	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	Eq Op Exp	**Sub**	**Hauling**	**Misc2**	**Misc3**	**Total Escalation**
	0	0	0	0	0	0
	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

* Data Below here is dependent on the Summary Process. *
The Summary Process was last run 07/14/2022 at 3:38 PM

Markup on Resource Costs	204,097.32	12.0000%
MARKUP TOTALS ==>	204,097.32	12.0000% (% of costs)
COST + MARKUP ---------->	$1,904,908.32 (On Takeoff Quantity)	

There * ARE NOT * closing accounts for this bid.

	-Effect on Bid-
Rounding difference:	
Unbalancing difference:	
From Cut&Add Sheet-costs:	(on Bid Quantity)
From Cut&Add Sheet-markup:	(on Bid Quantity)
Pass Through Adjustments:	None
Net Adjustments (to the balanced bid):	[or desired bid]

BALANCED BID TOTAL	$1,904,908.32	
DESIRED BID (if specified)		
BID TOTAL (on bid quantities)	$1,904,908.32	
BID COSTS (on bid quantities)	$1,700,811.00	
MARKUP (on bid quantities)	$204,097.32	12.000%
EXPECTED JOB VALUE (on takeoff quantities):	$1,904,908.32	

EXPECTED COSTS (on takeoff quantities): $1,700,811.00
EXPECTED MARKUP (on takeoff quantities): $204,097.32 12.000%

Adjust to Bid Quantities = Y

	On Takeoff Quantities		
Labor Hrs. (MH/MHS)	1,948	0	1,948
(incl burden)	102,600	0	102,600
Labor (DAY/DAYS)	0	0	0
(incl burden)	0	0	0
Labor (OtherUnits)	0	0	0
(incl burden)			
Labor Burden	0	0	0

Spread Indirects on: Labor Cost Spread Markup on: Markup%
Spread Addons&Bond on: Total Cost

Markup on:	Labor	Burden	PermMatl	CM	CoEqp	RentedEqp
	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%
	EOE	Sub	Hauling	Misc2	Misc3	
	12.00%	12.00%	12.00%	12.00%	12.00%	

Key Indicators

Balanced Markup	/	Total Labor	=	Balanced Markup/Total Labor
204,097.32	/	102,600.00	=	198.93%
Indirect Cost	/	Direct Cost	=	Indirect Cost/Direct Cost
0.00	/	1,700,811.00	=	0.00%
Total Company Eqp	+	Balanced Markup By Bid Qty	=	Co Equip + Fee
0.00	+	204,097.32	=	204,097.32
Co Equip + Fee	/	Total Cost By Bid Qty	=	Co Equip + fee
204,097.32	/	1,700,811.00	=	12.00%
Direct Manhours	+	Indirect Manhours	=	Total Man Hours
1,948.00	+	0.00	=	1,948.00
Co Equip + Fee	/	Bid Total	=	Sales %
204,097.32	/	1,904,908.32	=	0.11

------ ESTIMATE NOTES: ------

Bid Date: 07/15/2022 Owner:
Engr Firm:
Estimator-In-Charge: Desired Bid (if specified) = 0.00
Notes: UPDATED 8/12/2020
Rates valid 6/1/20 - 5/31/21

**********Estimate created on: 05/02/2019 by User#: 0 -
Source estimate used: C:\HEAVYBID\EST\PPM_JZ_2018

**********Estimate created on: 07/06/2022 by User#: 1 - Chris Willis
Source estimate used: L:\HEAVYBID\EST\PPM_WA

Last Summary on 07/14/2022 at 3:38 PM.
Last Spread on 07/14/2022 at 3:38 PM.

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 10	CLIENT# = 10										
Description =	35% Estimate + Review				Unit = LS	Takeoff Quan:	1.000	Engr Quan:	1.000		
10.01	**Site Visit @ 35%**				**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
3AF	Air Fare to Haines	1.00	2.00	EA	1,000.000		2,000				2,000
3HOTEL	Hotel Costs	1.00	4.00	DAY	200.000		800				800
ZCE	==> PPM Chief Estimator	1.00	16.00	MH	0.000						
ZSUP	==> superitnendat	1.00	16.00	MH	100.000	1,600					1,600
$4,400.00	32.0000 MH/LS		32.00	MH	[1600]	1,600	2,800				4,400
10.02	**35% Estimate**				**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
ZCE	==> PPM Chief Estimator	1.00	80.00	MH	0.000						
ZEM	==> PPM Estimating Mana	1.00	40.00	MH	55.000	2,200					2,200
ZES	==> PPM Estimator	1.00	80.00	MH	55.000	4,400					4,400
ZSE	==> PPM Senior Estimator	1.00	40.00	MH	100.000	4,000					4,000
ZSUP	==> superitnendat	1.00	40.00	MH	100.000	4,000					4,000
$14,600.00	280.0000 MH/LS		280.00	MH	[14600]	14,600					14,600
10.03	**35% Review**				**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
3AF	Air Fare to Haines	1.00	3.00	EA	1,000.000		3,000				3,000
3HOTEL	Hotel Costs	1.00	6.00	DAY	200.000		1,200				1,200
ZCE	==> PPM Chief Estimator	1.00	16.00	MH	0.000						
ZES	==> PPM Estimator	1.00	16.00	MH	55.000	880					880
ZSUP	==> superitnendat	1.00	16.00	MH	100.000	1,600					1,600
$6,680.00	48.0000 MH/LS		48.00	MH	[2480]	2,480	4,200				6,680
==>	**Item Totals: 10 - 35% Estimate + Review**										
$25,680.00	360.0000 MH/LS		360.00	MH	[18680]	18,680	7,000				**25,680**
25,680.000	1 LS					18,680.00	7,000.00				25,680.00
BID ITEM = 20	CLIENT# = 20										
Description =	65% Estimate + Review				Unit = LS	Takeoff Quan:	1.000	Engr Quan:	1.000		
20.01	**Site Visit @ 65%**				**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
3AF	Air Fare to Haines	1.00	1.00	EA	1,000.000		1,000				1,000
3HOTEL	Hotel Costs	1.00	2.00	DAY	200.000		400				400
ZSE	==> PPM Senior Estimator	1.00	16.00	MH	100.000	1,600					1,600
$3,000.00	16.0000 MH/LS		16.00	MH	[1600]	1,600	1,400				3,000
20.02	**65% Estimate**				**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
											**Unreviewed
ZCE	==> PPM Chief Estimator	1.00	120.00	MH	0.000						
ZEM	==> PPM Estimating Mana	1.00	60.00	MH	55.000	3,300					3,300
ZES	==> PPM Estimator	1.00	120.00	MH	55.000	6,600					6,600
ZSE	==> PPM Senior Estimator	1.00	40.00	MH	100.000	4,000					4,000
ZSUP	==> superitnendat	1.00	40.00	MH	100.000	4,000					4,000
$17,900.00	380.0000 MH/LS		380.00	MH	[17900]	17,900					17,900
20.03	**65% Review**				**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
											**Unreviewed
3AF	Air Fare to Haines	1.00	3.00	EA	1,000.000		3,000				3,000
3HOTEL	Hotel Costs	1.00	6.00	DAY	200.000		1,200				1,200
ZCE	==> PPM Chief Estimator	1.00	16.00	MH	0.000						

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Perm Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 20	CLIENT# = 20										
Description =	65% Estimate + Review				Unit = LS	Takeoff Quan:	1.000	Engr Quan:	1.000		
ZES	==> PPM Estimator	1.00	16.00	MH	55.000	880					880
ZSUP	==> superitnendat	1.00	16.00	MH	100.000	1,600					1,600
$6,680.00	48.0000 MH/LS		48.00	MH	[2480]	2,480		4,200			6,680
==========> **Item Totals:**	**20**	**- 65% Estimate + Review**									
$27,580.00	444.0000 MH/LS		444.00	MH	[21980]	21,980		5,600			**27,580**
27,580.000	1 LS					21,980.00		5,600.00			27,580.00
BID ITEM = 30	CLIENT# = 30										
Description =	95% Estimate + Review				Unit = LS	Takeoff Quan:	1.000	Engr Quan:	1.000		
30.01	**Site Visit @ 95%**				**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
3AF	Air Fare to Haines	1.00	1.00	EA	1,000.000			1,000			1,000
3HOTEL	Hotel Costs	1.00	2.00	DAY	200.000			400			400
ZSUP	==> superitnendat	1.00	16.00	MH	100.000	1,600					1,600
$3,000.00	16.0000 MH/LS		16.00	MH	[1600]	1,600		1,400			3,000
30.02	**95% Estimate**				**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
ZCE	==> PPM Chief Estimator	1.00	120.00	MH	0.000						
ZEM	==> PPM Estimating Mana	1.00	40.00	MH	55.000	2,200					2,200
ZES	==> PPM Estimator	1.00	120.00	MH	55.000	6,600					6,600
ZSE	==> PPM Senior Estimator	1.00	40.00	MH	100.000	4,000					4,000
ZSUP	==> superitnendat	1.00	40.00	MH	100.000	4,000					4,000
$16,800.00	360.0000 MH/LS		360.00	MH	[16800]	16,800					16,800
30.03	**95% Review**				**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
3AF	Air Fare to Haines	1.00	3.00	EA	1,000.000			3,000			3,000
3HOTEL	Hotel Costs	1.00	6.00	DAY	200.000			1,200			1,200
ZCE	==> PPM Chief Estimator	1.00	16.00	MH	0.000						
ZES	==> PPM Estimator	1.00	16.00	MH	55.000	880					880
ZSUP	==> superitnendat	1.00	16.00	MH	100.000	1,600					1,600
$6,680.00	48.0000 MH/LS		48.00	MH	[2480]	2,480		4,200			6,680
==========> **Item Totals:**	**30**	**- 95% Estimate + Review**									
$26,480.00	424.0000 MH/LS		424.00	MH	[20880]	20,880		5,600			**26,480**
26,480.000	1 LS					20,880.00		5,600.00			26,480.00
BID ITEM = 40	CLIENT# = 40										
Description =	Weekly meetings.				Unit = WEEK	Takeoff Quan:	26.000	Engr Quan:	26.000		
35.01	**Weekly meetings**				**Quan: 26.00 WEE**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
2 hrs per meeting											
ZCE	==> PPM Chief Estimator	1.00	52.00	MH	0.000						
ZEM	==> PPM Estimating Mana	1.00	52.00	MH	55.000	2,860					2,860
ZES	==> PPM Estimator	1.00	52.00	MH	55.000	2,860					2,860
ZSE	==> PPM Senior Estimator	1.00	52.00	MH	100.000	5,200					5,200
ZSUP	==> superitnendat	1.00	52.00	MH	100.000	5,200					5,200
$16,120.00	10.0000 MH/WEEK		260.00	MH	[620]	16,120					16,120
==========> **Item Totals:**	**40**	**- Weekly meetings.**									

Activity / Resource	Desc	Quantity Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 40	CLIENT# = 40									
Description =	Weekly meetings.			Unit = WEEK	Takeoff Quan:		26.000	Engr Quan:		26.000
$16,120.00	10.0000 MH/WEEK		260.00 MH	[620]	16,120					**16,120**
620.000	26 WEEK				620.00					620.00
BID ITEM = 50	CLIENT# = 50									
Description =	Design and construction workshops			Unit = LS	Takeoff Quan:		1.000	Engr Quan:		1.000
37.10	**Scheduling workshop**			**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
ZCE	==> PPM Chief Estimator	1.00	8.00 MH	0.000						
ZEM	==> PPM Estimating Mana	1.00	8.00 MH	55.000	440					440
ZSE	==> PPM Senior Estimator	1.00	8.00 MH	100.000	800					800
ZSUP	==> superitnendat	1.00	8.00 MH	100.000	800					800
$2,040.00	32.0000 MH/LS		32.00 MH	[2040]	2,040					2,040
37.11	**Permitting workshop**			**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
ZCE	==> PPM Chief Estimator	1.00	8.00 MH	0.000						
ZEM	==> PPM Estimating Mana	1.00	8.00 MH	55.000	440					440
ZSE	==> PPM Senior Estimator	1.00	8.00 MH	100.000	800					800
ZSUP	==> superitnendat	1.00	8.00 MH	100.000	800					800
$2,040.00	32.0000 MH/LS		32.00 MH	[2040]	2,040					2,040
37.12	**Bulkhead design workshops**			**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
ZCE	==> PPM Chief Estimator	1.00	16.00 MH	0.000						
ZEM	==> PPM Estimating Mana	1.00	16.00 MH	55.000	880					880
ZSE	==> PPM Senior Estimator	1.00	16.00 MH	100.000	1,600					1,600
ZSUP	==> superitnendat	1.00	16.00 MH	100.000	1,600					1,600
$4,080.00	64.0000 MH/LS		64.00 MH	[4080]	4,080					4,080
37.13	**Dolphin workshop**			**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
ZCE	==> PPM Chief Estimator	1.00	8.00 MH	0.000						
ZEM	==> PPM Estimating Mana	1.00	8.00 MH	55.000	440					440
ZSE	==> PPM Senior Estimator	1.00	8.00 MH	100.000	800					800
ZSUP	==> superitnendat	1.00	8.00 MH	100.000	800					800
$2,040.00	32.0000 MH/LS		32.00 MH	[2040]	2,040					2,040
37.14	**Revement and landing workshop**			**Quan: 1.00 L**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
ZCE	==> PPM Chief Estimator	1.00	8.00 MH	0.000						
ZEM	==> PPM Estimating Mana	1.00	8.00 MH	55.000	440					440
ZSE	==> PPM Senior Estimator	1.00	8.00 MH	100.000	800					800
ZSUP	==> superitnendat	1.00	8.00 MH	100.000	800					800
$2,040.00	32.0000 MH/L		32.00 MH	[2040]	2,040					2,040
======> **Item Totals:**	**50**		**- Design and construction workshops**							
$12,240.00	192.0000 MH/LS		192.00 MH	[12240]	12,240					**12,240**
12,240.000	1 LS				12,240.00					12,240.00
BID ITEM = 60	CLIENT# = 60									
Description =	GMP Pricing and Negotiations			Unit = LS	Takeoff Quan:		1.000	Engr Quan:		1.000

Activity / Resource	Desc	Quantity Pcs	Quantity Unit	Unit Cost	Perm Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 60	CLIENT# = 60									
Description =	GMP Pricing and Negotiations			Unit = LS	Takeoff Quan:	1.000	Engr Quan:	1.000		
40.01	**Travel to Haines fro GMP Negotiations**			**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
3AF	Air Fare to Haines	1.00	3.00 EA	1,000.000			3,000			3,000
3HOTEL	Hotel Costs	1.00	6.00 DAY	200.000			1,200			1,200
ZCE	==> PPM Chief Estimator	1.00	16.00 MH	0.000						
ZSE	==> PPM Senior Estimator	1.00	16.00 MH	100.000	1,600					1,600
ZSUP	==> superitnendat	1.00	16.00 MH	100.000	1,600					1,600
$7,400.00	48.0000 MH/LS		48.00 MH	[3200]	3,200		4,200			7,400
40.02	**GMP Final Pricing**			**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
ZCE	==> PPM Chief Estimator	1.00	40.00 MH	0.000						
ZEM	==> PPM Estimating Mana	1.00	20.00 MH	55.000	1,100					1,100
ZES	==> PPM Estimator	1.00	40.00 MH	55.000	2,200					2,200
ZSE	==> PPM Senior Estimator	1.00	20.00 MH	100.000	2,000					2,000
ZSUP	==> superitnendat	1.00	20.00 MH	100.000	2,000					2,000
$7,300.00	140.0000 MH/LS		140.00 MH	[7300]	7,300					7,300
40.03	**GMP Negotiations**			**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
ZCE	==> PPM Chief Estimator	1.00	40.00 MH	0.000						
ZEM	==> PPM Estimating Mana	1.00	40.00 MH	55.000	2,200					2,200
$2,200.00	80.0000 MH/LS		80.00 MH	[2200]	2,200					2,200
==> **Item Totals:**	**60**		**- GMP Pricing and Negotiations**							
$16,900.00	268.0000 MH/LS		268.00 MH	[12700]	12,700		4,200			**16,900**
16,900.000	1 LS				12,700.00		4,200.00			16,900.00
BID ITEM = 70	CLIENT# = 70									
Description =	PND Design/Permitting/ Geotechcnical (c			Unit = LS	Takeoff Quan:	1.000	Engr Quan:	1.000		
50.01	**PND Design-35% to IFC (NTE)**			**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
4PND	PND	1.00	1.00 LS	1,120,820.000					1,120,820	1,120,820
50.02	**PND- Environmental + Permitting to IFC (**			**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
4PND	PND	1.00	1.00 LS	217,430.000					217,430	217,430
50.04	**PND Geotechnical / Geophysical/ Topo and**			**Quan: 1.00 LS**	**Hrs/Shft: 8.00**	**Cal: 508**	**WC: NWC**			
4PND	PND	1.00	1.00 LS	237,561.000					237,561	237,561
==> **Item Totals:**	**70**		**- PND Design/Permitting/ Geotechcnical (c**							
$1,575,811.00				[ ]					1,575,811	**1,575,811**
1,575,811.000	1 LS								1,575,811.00	1,575,811.00
$1,700,811.00	***** Report Totals *****	1,948.00 MH			102,600		22,400		1,575,811	**1,700,811**

>>> indicates Non Additive Activity

------Report Notes:------

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Activity / Resource	Desc	Quantity Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total

BID ITEM = 70 CLIENT# = 70
Description = PND Design/Permitting/ Geotechcnical (c Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

'Unreviewed' Activities are marked.

Bid Date: 07/15/22 Owner: Engineering Firm:
Estimator-In-Charge:

JOB NOTES

```
UPDATED 8/12/2020
Rates valid 6/1/20 - 5/31/21

**********Estimate created on: 05/02/2019 by User#: 0 -
Source estimate used: C:\HEAVYBID\EST\PPM_JZ_2018

**********Estimate created on: 07/06/2022 by User#: 1 - Chris Willis
Source estimate used: L:\HEAVYBID\EST\PPM_WA
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* on units of MH indicate average labor unit cost was used rather than base rate.
[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens
In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

------Calendar Codes------

508	5 days, 8 hrs
510	**5 dyas, 10 hrs (Default Calendar)**
512	5 days a week, 12 hr sper dy
610	6 days a week, 10 hrs per da
710	7days, 10 hrs
712	7days, 12 hrs a day

Alaska Business License # **914725**

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

PACIFIC PILE & MARINE, L.P.

700 S RIVERSIDE DRIVE, SEATTLE, WA 98108

owned by

PACIFIC PILE & MARINE LIMITED PARTNERSHIP

is licensed by the department to conduct business for the period

March 10, 2022 to December 31, 2023
for the following line(s) of business:

23 - Construction

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Sande
Commissioner

PACIFIC PILE & MARINE, L.P.
700 S RIVERSIDE DRIVE
SEATTLE, WA 98108

July 15, 2022

Haines Borough
PO Box 1209
Haines, AK 99827

Re: Lutak Dock Replacement Progressive Design-Build Management Proposal

Dear Selection Committee Members,

Thank you for advancing the Western Marine Construction team to this phase of your selection process for the Lutak Dock Replacement project. We remain confident in our ability to fully support the Haines Borough in designing, permitting, and constructing a high-quality, cost-effective facility that serves local and regional interests for decades to come.

Our commitment to the Lutak Dock Replacement project will reflect the overarching philosophy of our firm: to cultivate trust and provide value at every step of the Progressive Design-Build (PDB) process. Relying heavily on insights gained during our work on the 2016 Haines Ferry Terminal Improvements (as well as our decades of other marine project experience), we will partner with the Haines Borough to develop a design and construct a facility the community is proud of.

Through implementation of our Public Involvement Plan (a draft of which we have included in the attached Management Proposal), our team will facilitate clear, continuous communication with user groups and other stakeholders to ensure the community understands not only what this project involves and accomplishes, but what it does not.

During our June 30 interactive interview, we asked what you see as the biggest risks and obstacles to this project's success. We heard your concerns, held a team meeting, and developed proactive strategies for addressing them, which we have detailed in this Management Proposal. If selected as your Design-Build Team, we will:

- ☑ Foster a collaborative, transparent partnership with the Haines Borough and other stakeholders to not only yield the best end product possible, but to avoid claims, contract disputes, and other disagreements.
- ☑ Maintain full functionality of dock facilities for its primary users (Alaska Marine Lines and Delta Western) during construction.
- ☑ Involve and inform the public to avoid misunderstanding of the project intent.
- ☑ Mitigate the cost and schedule impacts of structure/site unknowns.
- ☑ Evaluate how elements of this project intersect with other Borough goals and capture efficiencies where possible (for example, using the dock demolition disposal barge to remove junked cars or other local debris).

Western Marine Construction is adopting a partnership-based approach to this project, teaming with key technical service firms who bring specialized expertise and knowledge to the table. With its local office, Haines-based staff, and experience serving the Borough, our partner proHNS will be a valuable resource and fundamental to ensuring this project's success.

As requested in the RFP, the following is a list of all our proposed Design-Build Team Members, including contact information.

Kriss Hart - Project Executive/Contract Manager
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kriss@wmc2775.com

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Patrick McHugh - Superintendent
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Keith Mobley, PE, GE - Geotechnical Manager
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Shane Hooten, PE - Fuel Systems Design Lead
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Pat Gorman, PE - Electrical Design Lead
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Juneau, AK 99801
pgorman@gci.net

Kelly O'Neill, PLS - Surveyor
North 57 Land Surveying
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Juneau, AK 99801
north57landsurveying@yahoo.com

WMC and our team members have successfully worked together in various iterations. For example, on the Haines Ferry Terminal Improvements, WMC called on Northern Geotechnical Engineering to provide guidance when challenging pile driving conditions were encountered at the project site. With NGE's expertise, WMC was able to successfully install the piling without incurring significant damage to the piling or compiling significant cost overruns due to the unexpected driving conditions. As the Contractor on the Tenakee Ferry Terminal Improvements, WMC worked cooperatively with the proHNS Construction Administration and Inspection team to not only construct a quality facility, but to close the project out in record time.

Per the RFP, we have not included an Identification of Projects Table as we do not reference or cite any projects in this Management Proposal that were not listed in our previously submitted Statement of Qualifications.

Again, we appreciate being advanced to this stage in the selection process and you taking the time to review our Management Proposal. We strongly believe our team is the best fit for the Lutak Dock Replacement project and are confident we can successfully design, permit, and construct all three phases by December 2024 within the existing budget.

Sincerely,

kriss Hart
Kriss Hart, President
Western Marine Construction

Table of Contents

1. Overall Management Approach

1a. Overall Management Approach to the Lutak Dock Replacement PDB Project

Collaboration and **value creation** are the guiding principles of our management approach to projects like the Lutak Dock Replacement. As evidenced by the success of our past projects including the Haines Ferry Terminal Improvements and the Tenakee Ferry Terminal Improvements, keeping these principles at the forefront of our decision-making earns the Owner's trust and ultimately yields a cost-effective facility that meets the needs of multiple users. It is worth noting that WMC's decades of project history boast a track record free of claims or litigation, a testament to the effectiveness of our implementation of these core philosophies.

A proactive and thoughtful approach to the design, permitting, construction, and operations of the Lutak Dock are essential to the success of this project. Building upon the conceptual work that has been done, we will collaborate with the Haines Borough, R&M Consultants (the Owner's Advisor), dock users (primarily Alaska Marine Lines and Delta Western), and the public at large to ensure the new Lutak Dock meets existing needs and is capable of meeting future ones.

All of our team members are tuned in to the details that will make this a successful project. At the Project Kickoff, we will make sure everyone is on the same page regarding expectations, deliverables, and milestones. This will set the stage for the entire project, allowing us to manage available resources, limit costly delays, and align our goals.

Setting the project up for success also involves anticipating its potential pitfalls and planning accordingly. Our approaches to dispute mitigation and risk management, detailed in the following pages, have been refined over the course of decades of experience and hundreds of projects. They have been integral to our management approach and maintaining a record of claim and litigation-free projects.

== Approach to Dispute Mitigation and Resolution ==

Building a challenging project such as Lutak Dock does not have to be confrontational, but potentially will be at some point due to limited budgets, differing site conditions that may be encountered, misunderstanding of project scope, or emotions that can arise as a result of the personal investment we make to seeing a project through to completion. However, we will manage confrontational situations and prevent them from becoming disputes (or at worst, a claim) by:

- ***Identifying the potential for conflict or dispute early.*** followed by immediate and open discussion amongst the parties regarding the confrontational subject matter. Too often parties will immediately go on the defensive when a confrontational matter arises, wasting valuable time that should be used for reaching resolution, and instead focusing on bolstering their respective positions on the matter. Instead, our team will tackle the issue head-on, laying out the risks, costs, and/or impacts of the subject matter to the Owner so that we can jointly focus on finding solutions.

- ***Recognizing, understanding, and respecting the position of the other party.*** For example, all parties will be concerned with cost, but for different reasons. An Owner is typically concerned about cost overruns and overall budget limitations, whereas a Contractor is concerned about cost control and lost profits. By recognizing these concerns, we can focus on finding middle ground that both parties can agree is fair.

- ***Prioritize finding solutions over assigning blame.*** Assigning blame to another party is the quickest way for a project challenge to move from confrontation to dispute. It puts the party on the defensive and turns their focus to counter arguments and blame assignment. This mindset wastes time and resources that can be much more productive if focused on finding solutions to the problem at hand.

= = Approach to Risk Management ==

The identification and management of project risks through open communication is a paramount portion of the collaborative work between our team and the Haines Borough. Our general approach to risk management involves three steps:

Step 1) Identify Potential Risk Factors and Sources: Sources of risk might include unanticipated Owner-directed scope or design changes, unforeseen existing site conditions, lack of specialized equipment, uncharacteristic weather conditions, global health pandemics, unachievable permit compliance, and more. For example, if a project were to require specialized, but not yet mobilized, equipment to complete out-of-scope work, we would identify potential schedule impacts as a risk.

Step 2) Analyze Risk Factors: After identifying the risk, we classify the risk as controllable (i.e. Owner-directed scope or design changes) or non-controllable (i.e. global health pandemics), and typically assign higher risk to a non-controllable factor. We then enumerate the potential impacts of that risk, such as change in cost, time, workmanship, and quality, or some combination of the four. Finally, we assign estimated quantities, durations, or reductions in design life to those potential impacts. We can then use this information to guide decision-making and response.

Step 3) Respond to the Risk: Following our analysis, our team will recommend a risk response to the Haines Borough. This might include: manage the risk, minimize the risk, share the risk, transfer the risk, or accept the risk as-is. Depending on the risk, the recommended response may require a change order, unit price reduction, liquidated damages withholding, or the removal/correction of non-conforming work or materials.

The project team will develop a running list of risks and work together to manage and mitigate the consequences associated with each risk through design, communication, coordination, and innovation. Below is a preliminary list of noted risks (several voiced by Selection Committee members during our June 30 interview) with corresponding potential mitigation measures.

Risk to Project Success	Mitigation Strategies
Public Perception and Misunderstanding of Goals	• Clear, consistent messaging from the Project Team • Implement a robust Public Involvement Plan (PIP) to ensure public understanding of project scope and intent • Initiate PIP as early as possible to foster community ownership of the project
Interruption of Facility Operations	• Work closely with Michael Ganey (AML) and Jack Eckhardt (Delta Western) to understand their respective needs and priorities • Sequence construction to maintain partial facility footprint for continued essential operations
Unknown Geotech and Site Conditions	• Perform strategic geotechnical investigation at critical locations to avoid an overly conservative design • Tap knowledge from our previous work within the Lutak Dock structure • Prepare for variable soil quality within existing sheet pile cells
Permitting Delays	• Experienced, Juneau-based Environmental Manager with curated EndNote library of over 30,000 peer-reviewed scientific articles to draw from for drafting applications • Ensure completeness of permit applications and reports on first submission • Maintain regular communication with Agency partners to expedite the process

Lack of Collaboration and Teamwork

- Work to develop and earn mutual trust and respect
- Maintain open, honest lines of communication (formal and informal)
- Deliver regular, transparent, and realistic updates regarding public process, schedule, cost, and other project details

Instability in Management Team

- Western Marine Construction and subcontractor teams all led by long-standing personnel, including firm founders
- Track record of sustained boots-on-the-ground, project-level involvement from company principals

Schedule Delays

- Consistent, realistic schedule update deliverables using Primavera P6
- Proactive regulatory agency engagement for permitting acquisition
- Prompt confirmation of design concepts to maintain project progression

Price Escalation and Market Conditions

- Identify material restrictions and requirements in funding sources
- Promptly confirm design concepts to maximize time windows for evaluating cost-effective supply options
- Communicate with vendors and purchase materials early to lock in price

Non-Compliance with Funding Sources

- Thoroughly review federal and state funding source requirements at project outset
- Establish productive working relationship with each funding source Point of Contact
- Review materials and contracts for compliance prior to purchase
- Maintain highly organized project files for smooth grant closeout

Budget Overruns

- Promptly develop preliminary estimates with risks identified and contingencies noted
- Design and budget for alternate scope items which may be added to the contract pending availability of funds once riskier portions of the project (ex. demolition) are complete
- Fast-track procurement of material with high cost volatility (ex. structural steel, sheet piling)

1b(i). Creating a Collaborative Environment and Exceeding Project Goal #2

Our approach to creating a collaborative environment for the duration of the project begins with establishment of a team-centric, partnering mindset for all design-build team members, Haines Borough representatives, and key stakeholders. From WMC President Kriss Hart to the field technician performing geotechnical investigation and data collection, our entire team will be working with the Borough to reach their goals for the Lutak Dock project. We will work to establish a cohesive Lutak Dock Project Team using strategies detailed in Section 1A, including honest communication, regular status meetings, clearly defined expectations from the outset, and deliverable requirements.

During design, WMC will manage the contract from their offices in Seattle and Juneau, while our engineering team members will work from their respective offices in Bremerton, Sitka, Juneau, Anchorage, and Haines. Most notably, we will lean heavily on the presence of proHNS in Haines to help coordinate field investigation and data collection activities, as well as public outreach and stakeholder engagement. Once notice to proceed with construction is issued, WMC will provide direct oversight and management of the project from field offices in Haines with the support of proHNS. While our team is spread throughout the State of Alaska and the greater Seattle area, technologies that allow file sharing and virtual team meetings will be employed extensively to ensure we are working as a single design-build team.

1b(ii). Approach to Stakeholder Outreach and Incorporation of Input

= = Public Involvement Plan ==

We have followed the local response to this project thus far, and virtually attended the April meeting where the Haines Borough Assembly approved conceptual plans for Phases I-III of the project. We understand there is some community confusion and misunderstanding about the project's scope and intentions – particularly surrounding Phase III – largely due to a presentation at a March Ports and Harbors Advisory Committee meeting.

proHNS Design Manager Garret Gladsjo, PE (right) listens to a Juneau resident's concerns about a CBJ road reconstruction project.

Having familiarized ourselves with the current situation and the concerns voiced thus far, we have developed a **Draft Public Involvement Plan (included as Attachment A)** to educate the public about the project's true scope and intent and ensure residents have a forum to offer their input. While Borough Code provides ample opportunity for public comment on design (the Planning Commission and Assembly will review plans at the 35%, 65%, and 95% stages), we believe a public process external to code-mandated meetings will help bring the community along on this process and quell some of the anxiety surrounding the project.

Our strategy is relatively straight-forward: 1) Engage the public early in the process, 2) Clarify the project's purpose, and 3) Open the door for all comments and make sure that the community understands what the project is and what it is not. A robust public involvement campaign will prevent further controversy to the greatest extent possible and foster community ownership of the project.

Upon project award, we will work with the Borough to develop a finalized Public Involvement Plan that includes particulars for meetings, notices, and other details.

A Note on Public Involvement Roles and Responsibilities

At the Project Kickoff meeting, we will discuss and define what role the Haines Borough would like the Design-Build Consultant to play in relation to the Owner's Advisor (R&M Consultants) when it comes to stakeholder involvement. The Owner's Advisor RFP also asked respondents to address stakeholder outreach, so it will be important to determine from the project outset who is taking the lead on outreach, who will play a more supporting role, how outreach tasks will be divided, etc. Our team is prepared to take on whatever level of involvement the Borough and R&M deem appropriate.

= = Method for Incorporation of Stakeholder Input ==

At the Project Kickoff meeting, we will define all stakeholders and their roles/tiered levels of involvement. For example, Delta Western and AML representatives would be classified as high-tier stakeholders with sustained involvement throughout the design process. Alaska Power & Telephone (AP&T) might be a mid-tier stakeholder with as-needed consultation, given their infrastructure is present at and services portions of the dock. A lower-tier stakeholder might be a tour operator who uses Lutak Road to bus visitors out to Chilkoot Lake; they may be slightly impacted by construction for short periods during equipment mobilization.

Over the course of the public meetings outlined in the Draft PIP and individual meetings with the tiered stakeholder groups, we will inevitably receive a deluge of comments. These comments will likely range from useful feedback about existing operations and future anticipated needs to vehement protests about the incorporation of any Phase III elements. It is unrealistic to assume the Design Team can incorporate every single suggested addition, deletion, or alteration; however, we have developed a useful method to organize comments, address their relative merit, and justify their incorporation or omission.

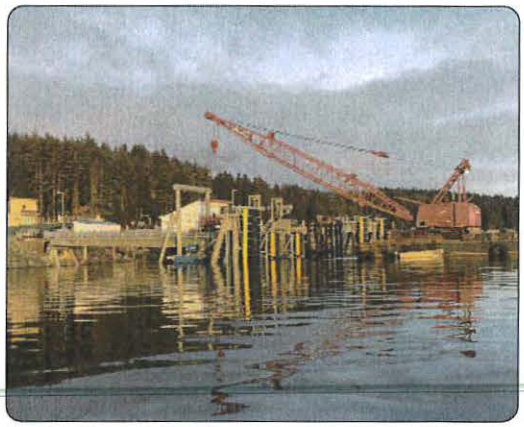
Our team will use a **Decision and Design Alternatives Study Matrix (example included as Attachment B)** to address ideas contributed throughout the stakeholder and public engagement process. Comments are organized into similar categories of concern, with descriptions of each item, potential solutions, advantages, disadvantages, rough order of magnitude costs, and a graphic, if applicable.

Along with the matrix, our team will draft a technical memo outlining design alternative recommendations and supporting justifications. In addition, an Area Map will be included to indicate the location within the project limits where each recommendation would be implemented. Items are categorized as "Recommended" "Conditionally Recommended" or "Not Recommended." The Haines Borough would make the final decision on which recommendations they would like to accept and incorporate, if any.

2. Maximize Design within the Limited Budget

2a. Overall Approach to Exceeding Project Goal #1

Our overall approach to designing and constructing a dock that maximizes program requirements within the limited budget mirrors our overarching company philosophy: **provide value at every step of the process**. Having designed and constructed numerous facilities involving the scoped components of the Lutak Dock Replacement, our team of professionals knows the means and methods for delivering the most service without sacrificing operational efficiency or blowing the budget.



Our team has a long history of successful value engineering, including on AK DOT&PF's Tenakee Ferry Terminal Improvements (2020).

For example, on the AK DOT&PF Tenakee Ferry Terminal Improvements (2020), we led a value-engineering change proposal (VECP) effort to redesign the staging dock, utility building, fueling system, and electrical systems providing cost savings, schedule savings, and a more functional facility. We also led the design and environmental permitting effort to proceed with the VECP concurrent with ongoing procurement and construction, eliminating possible project delays. Our team's efforts ultimately earned an Associated General Contractors of Alaska Excellence in Construction award for this project.

On AK DOT&PF's Haines Ferry Terminal Improvements, the State initially intended to salvage and transform one of the cells on the Borough's side of the structure; however, we pointed out that due to the Lutak Dock's condition, the facility would likely be replaced in the near future, at which point the cell would need to be removed anyway. Instead of salvaging the cell that would soon need to be demolished, WMC worked with AK DOT&PF to modify the design, armor the slope area, and save the State nearly $1 million in construction costs.

From the time we receive Notice to Proceed to when we sign off on the last project closeout document, our team will be brainstorming and presenting ideas to save you money, time, and effort without compromising the integrity of the end product.

2b. Strategies and Design Ideas for Exceeding Project Goal #1

With more than half a century of experience successfully completing Southeast Alaska marine construction projects using various delivery methods, our Design-Build Team will use their knowledge from previous projects (including the Haines Ferry Terminal Improvements) and understanding of the existing facility to develop creative, efficient, and cost-saving design solutions. A combination of the following strategies and techniques (detailed on Page 6) will yield a robust structure that meets all identified needs without exceeding funding limits.

Sequencing Work to Maximize Fill Reuse

Our team will develop a phasing plan to maximize the reuse of existing bulkhead backfill material during construction. Suitable existing material will be strategically stockpiled for use within the new bulkhead and uplands area, including the new boat ramp.

In general, it is anticipated that construction can begin from where the Haines Ferry Terminal project ended and proceed toward the AML facility, allowing for placement and stockpiling of fill materials without impacting existing operations. Fuel and barge operations can then shift to the newly constructed portions of the project, allowing for completion of the northwestern portion of the site. This will result in the least amount of imported and exported general fill, saving project funds while still maintaining operational continuity for barge and fuel service.

Using Various Drilling/Pile Driving Techniques

Our team is experienced with a vast array of pile driving and drilling techniques and equipment, including vibratory driving, impact driving, and down-the-hole hammer drilling for rock anchors, socketing, and drilled shafts. Detailed design analyses will be performed to verify the expected capacity requirements for each component of each structure allowing flexibility the maximum timely flexibility to adapt to conditions encountered in the field.

As various conditions (such as buried debris or variations in bedrock elevation) are identified in design development, our team will evaluate a variety of systems to achieve the required design load capacities. For example, we anticipate the presence of weak rock seams, and will include a sleeve to contain grout for all drilled tension anchors.

Capitalizing on Local Resources

We have established relationships with subcontractors and material suppliers who will provide the resources to construct the project in the most cost-effective manner. With rock supply, for example, with a variety of transportation options at our disposal, we will evaluate each scenario including WMC-owned barges, rock supplier furnished barging, WMC-chartered barge, or truck delivered as applicable from the source location within northern Southeast Alaska.

Tapping Site-Specific Knowledge

Because of our experience demolishing and constructing new structures within the original footprint of the Lutak Dock (*shown above*), we know the many potential issues that exist in the removal of the existing dock. From being unable to completely extract existing sheet pile to unstable soils to buried debris and handling the large concrete cap structures, we will size equipment accordingly for each potential condition to be encountered. This will allow us to quickly adjust in the field minimizing downtime and the need for additional contingencies reducing the risk for unplanned cost overruns. For example, if unstable materials are encountered, placement of riprap slope protection will be prioritized to prevent slope erosion.

Strategically Positioning the New Structure

Our design team will focus on strategic placement of each new structure component to minimize potential conflicts with the existing structure. For example, dolphin structures will be placed so pilings can avoid the existing sheet pile alignments. Bulkhead piles will be configured so non-critical piles are located at any existing sheet pile cell interfaces to allow for field adjustments without impacting cost or the integrity of the structure.

Self-Performing All Construction Activities

With the in-house experience and resources to self-perform all of the primary construction aspects of the project, we can exercise maximum control of the project cost and schedule. This includes demolition, placement of slope protection, excavation, pile installation, and structure assembly.

By internally rebalancing resources, we can continue working productively even when issues like buried debris are encountered, whereas other contractors may be forced into incurring standby and remobilization costs of other potential subcontractors.

2c. Challenges in Developing the Design and How to Address Them

Our team has identified what we believe are the two biggest design challenges with the Lutak Dock Replacement project: unknowns with the existing structure and maximizing the facility for multi-purpose use with a vast array of stakeholders.

Challenge: Navigating Unknowns within the Existing Structure

From our experience working on Haines Ferry Terminal, we are well-aware of the wide-ranging challenges associated with the demolition of the deteriorated Lutak Dock structure. However, with this knowledge in-hand, our design-build team is the best equipped to manage, plan, and execute this work.

To address the challenges of the existing structure, our team will begin with a strategic approach to design. Design of the new structure will encompass adjusting alignments and structure configurations to minimize conflicts with any known aspects of the existing structure which may only allow for partial removal in spots. Components, such as dolphin structures, will also be designed with flexibility in mind, to allow for easier field realignment and reorientation of components if field conflicts are encountered.

We are prepared to effectively and quickly manage the unknowns within the existing structure and adapt to challenges as they are encountered. Our initial mobilization will include an array of equipment to ensure we have the necessary tools on hand to address issues and maintain progress. Our contingency plans will also allow us to quickly pivot and adjust structure locations to avoid obstructions when possible.

Finally, having encountered a variety of debris, intact structures, and deteriorated components during the past project, our team can accurately quantify the level of effort required to execute this work without excess contingencies that would place the project budget at risk.

Challenge: Maximizing Multi-Purpose Use of the Facility

We understand the Lutak Dock must accommodate a variety of existing functions, with the desire to incorporate additional functionality as the budget allows. Each function – from unloading bulk fuel barges and shipping bulk cargo to launching fishing boats – has unique operational and spatial requirements that need to be met within a limited footprint.

Prompt vetting of these priorities with the Haines Borough and other appropriate stakeholders will avoid impacts to the permitting schedule and design schedule. Immediately after contract award, we will open communication with the Borough's established Lutak Dock Project Group, which includes a convenient cross-section of user group representatives who are already up to speed on the project's status. We will discuss each desired function and its context in the facility as a whole to quickly develop the concepts required for environmental permitting.

2d. Communicating and Collaborating with the Haines Borough and other Stakeholders

At the Project Kickoff meeting, we will discuss and define what role the Haines Borough would like the Design-Build Consultant to play in relation to the Owner's Advisor (R&M Consultants) when it comes to stakeholder involvement. The RFP issued by the Haines Borough for an Owner's Advisor also asked the respondents to describe their approach regarding stakeholder engagement for this project (including but not limited to Delta Western, the Haines Borough Planning Commission, applicable Advisory Boards, the Borough Assembly, and the public), so it will be important to define who is responsible for what as soon as possible.

From our experience working with the Haines Borough, we are cognizant of the code-required reviews and meetings that design projects must navigate with the Assembly and Planning Commission. We know that the Planning Commission only

meets once a month (the first Thursday) and the Assembly usually meets twice (the second and fourth Tuesdays, with only one meeting in November and December due to the holidays). These meetings need to be taken into account when planning contract approvals, design schedules, and other project elements that require Assembly or Planning Commission sign-off. We will build these dates into our initial schedule to avoid schedule delays or the need for emergency meetings.

We will request that all Owner Staff, their representatives, and key stakeholders provide their project input and review comments in writing, whether in the form of emails or plan sheet redlines. All Owner input and stakeholder will be evaluated for feasibility, both from a constructability and budgetary standpoint. If Owner and stakeholder input cannot be economically or physically incorporated into the project, our team will provide a written response to the input outlining our evaluation, findings, and any alternative recommendations.

Many of our other strategies for communicating and collaborating with the Haines Borough, stakeholders, and the general public are outlined in Section 1b of this Management Proposal and in our Draft Public Involvement Plan (included as Attachment A).

Success Example: Collaboration on the Tenakee Ferry Terminal Improvements

Our work on the Tenakee Ferry Terminal Improvements provides a prime example of how we communicated and collaborated with both the Owner (AK DOT&PF) and Tenakee residents to brainstorm a creative design solution that worked for everyone. When community members expressed concern that planned drilled rock anchors would compromise the town's famous hot springs, our team worked with community representatives and AK DOT&PF to devise an alternative design that replaced the concrete pier structure with a permanent fill dock that did not require anchor drilling.

The benefits to this solution were two-fold: 1) the hot springs were undamaged, much to the community's relief, and 2) the new structure not only remained within budget, it was large enough to accommodate a storage building and laydown area twice the size of the original plans.

3. Project Controls, Cost Tracking, and GMP Development

3a. Strategies for Exceeding Project Goal #3

Strategy 1: Quickly Identify Functional Requirements of the Facility

With the desire for the Lutak Dock to be a multi-purpose facility, it is critical for the Design-Build Team to quickly understand the functional and operational requirements versus the "wish list" aspects of the facility. This thorough understanding will allow the team to tailor its efforts accordingly as we initiate the design and permitting processes so that we can fast track the project. Furthermore, to obtain this information promptly, our team requests we schedule a design kickoff meeting as soon as possible with the Haines Borough team and key project stakeholders like AML and Delta Western.

Strategy 2: Mutually Agree Upon a Cost Breakdown with Contingencies

A key to providing transparent pricing for the Haines Borough's use is agreeing upon the format and level of detail associated with the cost breakdown. While some details will be negotiated and identified in the contract, the actual estimating layout for the various work activities will be agreed upon amongst the Design-Build Team and the Haines Borough to provide an efficient tool for review and discussion. Additionally, cost breakdown for project contingencies and optional scope items provide flexibility and transparency in decision making.

Strategy 3: Hold Regular Progress Meetings and Provide Schedule Updates

Schedule transparency is best accomplished through a combination of regular project schedule updates and progress meeting discussions. While an invaluable tool, CPM schedules do not always present the entire picture, nor are they easy for all team members and stakeholders to understand. Therefore, during progress meetings, a discussion will be held regarding the project schedule at both a micro-level in the near term and a macro-level as it relates to the overall project. Additionally, 3-week look-ahead schedules will be utilized with during the progress meeting to provide additional detail and insight to the team. As a unit, these tools shall provide the Owner with the desired schedule transparency for the project. **See Attachment D for examples of what these schedule deliverables will look like.**

3b. Processes and Tools for Monitoring, Reporting, and Managing Cost

3b(i). Budget Control and Reporting Processes

We will use a combination of reports from our ComputerEase accounting system and customizable spreadsheets to relay current cost data at the agreed upon intervals. Cost tracking will be broken down in a mutually agreeable Schedule of Values format as noted in the contract. For establishment of the GMP, customizable spreadsheets will be used to construct estimates and forecasts with the appropriate work breakdown structures requested and agreed upon with the Haines Borough. This will provide flexibility for formatting presentation data to the Haines Borough for evaluation. During Phase II, we will utilize a combination of tools similar to Phase I for tracking costs through project completion.

3b(iii). Incorporating Input from Other Subcontractors

Our design-build team has a long history of successfully working with specialty trade industry partners who we can quickly engage for this project if necessary. These team members will be asked to participate in stakeholder discussions as applicable to their specific scopes and to collaborate on the best approaches in meeting the needs of the stakeholders. Furthermore, these specialty trade subcontractors (such as electricians) will participate in regular design discussions and provide review comments as design development progresses.

3b(iv). WMC's Differentiating Resources

Our differentiating resources that will allow us to establish the GMP more accurately than our competitors is our collective years of experience and familiarity with the conditions at the project site. Our marine design and construction experience will enable us to develop cost-effective and constructable project needs which are definable, understandable, and mutually agreed upon. This agreement is essential to finalizing the GMP to proceed with Phase II, as well as management of the budget for the remainder of the project. Our familiarity with the site will also allow us to present the required level of effort and associated contingencies for various tasks in a logical manner, ensuring project partners can come to a consensus.

3b(ii). Scope, Cost, and Schedule Baseline Development

The development and evolution of scope, cost, and schedule are fundamental aspects to the preconstruction process on any project. In progressive design-build, these elements extend beyond the designer and encompass the construction team as well, requiring the establishment of solid lines of communication and protocols. Our protocols will include:

- **Conduct Regular Design Review Meetings.** The entire design-build team will participate in design review meetings to collaborate on and resolve identified comments associated with scope, cost, and schedule related to each design milestone.
- **Provide Schedule and Estimate Narratives.** Many projects require a schedule narrative outlining changes to a project schedule at each update interval. For the Lutak Dock Replacement, we will develop a narrative for each schedule and estimate update. The schedule narrative will outline progress to date, logic changes, and anticipated delays; the estimate narrative will portray major production and scope changes, differences in quantities, and adjustments to unit pricing.
- **Utilize Tracking and Action Item Logs.** These tools will provide a means of addressing and documenting input from each team members' perspective in regard to the scope, cost, and budget. They will also provide a record for tracking changes throughout the process.

3b(v). Primary Challenges in Establishing the GMP

The primary challenge in establishing the GMP for this project will be the identification and management of project contingencies. We will make sure to present a breakdown of the contingencies within each updated cost estimate. However, the level of effort to be carried within the GMP for specific tasks and the associated contingencies necessary for requirements above and beyond this level of effort will need to be negotiated and agreed upon.

3c. Phase 1 Level of Effort

Per the RFP, our team has developed a detailed breakdown outlining the tasks necessary to progress the design of the Lutak Dock Replacement through Phase I. **See Attachment C for our Phase I Level of Effort breakdown.**

3d. Deliverable Examples for Communication/Development of Cost and Schedule

Clear, consistent deliverables are the key to avoiding cost or schedule surprises. In the attachments, we have included examples deliverables we will rely on to communicate cost and schedule development though the design-build process.

Attachment D: Example of CPM Schedule and Three-Week Look-Ahead Schedule Deliverables: The CPM schedule and three-week look ahead schedules provide insight into the schedule status of the project. The CPM schedule tracks the overall project while the three-week look-ahead schedule provides a more detailed look at the upcoming pertinent activities. This information when regularly updated (monthly for the CPM schedule and weekly for the three-week look-ahead) provides a means of tracking progress while presenting providing discussion points for coordination amongst the interested parties. This coordination will prevent unanticipated delays to the project.

Attachment E: Example of Cost Estimating Deliverable: Our team will develop and submit Engineer's Cost Estimates, along with backup quantity take-off calculations, with each 35%, 65%, and 95% project milestone. This information is useful to show changes in project quantities as the design develops and will be used to ensure the project as designed is aligned with the project budget. They also reflect variations in industry unit prices, methods employed for calculating quantities, and assumptions made in developing Engineer's unit price estimates. These documents will also provide an opportunity for our team to evaluate project costs and provide value engineering proposals throughout the entire design process.

4. Construction Management, Sequencing, and Scheduling

4a. Achieving Efficiencies in Scheduling and Construction Sequencing

Our Design-Build Team will implement a multi-faceted plan to optimize scheduling and construction sequencing for the project. First, the project will be planned and designed to perform multiple activities concurrently including the use of both landside and waterside operations. This will result in a decrease to the overall project schedule. Next, the team will work closely with stakeholders to understand both scheduling and operational requirements during construction. With the anticipation of constructing Phases I-III, this effort may be eased allowing the dock face portions of the project to be completed in two pieces.

As reflected in the **Attachment F High-Level, Achievable Proposed Project Schedule**, we envision breaking Project Phases II and III into two parts. Shown in the Lutak Dock Study drawings Sheet C4.0 (Phase III Site Plan), the project construction can be split between the two cargo barges depicted. Constructing the eastern portion first will allow for construction to progress reusing suitable fill on Phase I and progressing Phase II and III without interrupting freight and fuel barges which service the Haines community. Then, once the eastern portion is complete, the western portion of the Lutak Dock can be reconstructed with the eastern piece available for use by stakeholders. See **Attachment G: Construction Phasing - Part 1 and 2** for a visual depiction of this strategy.

4b. Achieving Performance Requirements and Optimizing Quality

Our team believes the best approach to ensuring a high-quality project begins with a commitment to quality assurance/quality control at the onset of the design process through the completion of on-site construction. Prior to submission of deliverables for each project milestone, our team members will perform internal quality assurance reviews of documents prepared under their respective oversight to ensure conformance with project goals and design standards. Collectively, our team members will also perform peer reviews of each other's deliverables to identify and resolve any potential conflicts between disciplines. This holistic approach to quality assurance and control of design deliverables will ensure cohesion between the disciplines and overall project approach.

In conjunction with submission of the final design, our team will prepare and submit a Contractor Quality Control Plan outlining the testing and commissioning that will be performed. The Plan will include such details as material source requirements to be met, frequency of construction materials (concrete, aggregates, etc.) sampling and testing, the type of testing to be performing (including welding inspections), and the methods employed during testing. The Plan will outline commissioning of electrical and fuel systems, as well as provide the baseline requirements for the Operations & Maintenance Manual that will be provided upon project completion. Deliverables that will be provided during construction, such as material test reports and product submittals, and the timing of these deliverables to the Owner will be described in the Plan. Most importantly, we will seek the Owner's approval of the Contractor Quality Control Plan prior to beginning on-site construction, and once approved, will follow the Plan diligently until the completion of construction.

4c. Exceeding Project Goal #5 and Maximizing Safety

The goal of every WMC job is complete the work with zero injuries or incidents; we pride ourselves on our safety track record and strive to foster a safe environment on each and every project. Our Safety Program is built upon training, communication, and teamwork. Employees are equipped with the task-specific training and retrained regularly to ensure work is executed in a safe manner. Safety expectations are communicated during daily startup meetings, weekly safety meetings, and task preparatory meetings with Activity Hazard Analyses. We emphasize teamwork as an essential aspect of construction safety: every action has consequences, and not just for the individual responsible for the initiating action.

Western Marine proudly demonstrates an impressive safety record and has been repeatedly recognized by the United States Army Corps of Engineers for safety and achievement. This includes being nominated for the USACE Pacific Ocean Division Construction Management Award and awarded the USACE Alaska District Contractor of the Year Award multiple times. Our Safety Program is adaptable and applicable for implementing a safe working environment on any size project.

4d. Construction Management, Sequencing, and Scheduling Challenges

Scheduling and sequencing, quality, and safety will each present tests of the Design-Build Team ability to effectively manage and adapt to the site conditions.

- ***Challenge #1 Sequencing and Scheduling with Stakeholder Operations.*** Our design-build team acknowledges there will be challenges working with and around stakeholders providing essential services to the Haines community. We will work with the Haines Borough and the stakeholders to develop a mutually agreeable plan with the understanding adjustments may be necessary as construction progresses.
- ***Challenge #2 Quality.*** In addition to adhering to the testing and commissioning aspects of the quality control program for construction, WMC implements a USACE three-phase quality management approach. Through the preparatory, initial, and follow-up phases, quality requirements will be relayed to the team, reviewed during the execution of the work, and documented accordingly.
- ***Challenge #3 Safety during Dock Demolition.*** From deteriorated structural components to unstable soils to large equipment operating in tight spaces, we understand the compounding potential for safety incidents to occur on this site. To avoid incidents, a hazard analysis will be performed, risks will be assessed, and mitigation measures will be defined. A detailed approach will be developed and clearly vetted with the crew performing the work to confirm there is an understanding of the risks and appropriate steps to take throughout the demolition process. .

4e. Construction Management, Sequencing, and Scheduling Tools

Our primary tool is a defined Work Plan that addresses the work to be accomplished, the individual tasks required, the operational aspects that must be protected, and equipment/workforce requirements, all within a defined sequence. The regularly-updated Plan will have layout drawings and schedules; it also anticipates weather, tides, third-party users needs, etc.

Bar-chart look-ahead schedules will be used to further detail activities portrayed in the Primavera P6 CPM schedule. Project-specific tracking logs and spreadsheets will be customized to track project requirements including quality inspections and testing, submittals, RFIs, design review comments, certified payrolls, grant funding requirements, and progress payments.

Draft Public Involvement Plan for the Lutak Dock Replacement Project

The following is a DRAFT and example of what the Lutak Dock PIP might look like; the Haines Borough will have ultimate authority as to what tasks are included in the Final Public Involvement Plan, and who is responsible for what level of outreach.

Task 1 –Meet with Lutak Dock Project Group

- The Lutak Dock Project Group currently consists of:
  - Mayor Doug Olerud and Public Facilities Director Ed Coffland
  - Harbormaster Shawn Bell
  - Representatives from the Planning Commission and Ports and Harbors Advisory Committee
  - Representatives from Alaska Marine Lines and Delta Western
  - Two Haines residents
- Identify stakeholders (internal and external to the group) and their tiered levels of involvement in the design process. Ex. Who will be involved in weekly design progress meetings, who will only require monthly updates, etc.
- Look ahead to Assembly, Planning Commission, and Ports and Harbors meetings schedules to identify appropriate dates for updates outside of the code-required 35/65/95 review process (These groups can also request an update presentation at any time).
- Review Public Involvement Plan and make revisions as necessary.

Task 2 – Distribute Public Notice for Initial Public Meeting

- Occurs within one month of project kickoff meeting with Haines Borough.
- Posted on Project website, in the Chilkat Valley News, in KHNS PSAs, and on the KHNS Community Calendar.

Task 3 – Hold Initial Public Meeting

- Meeting should be held in person if possible (likely at the Chilkat Center, Assembly Chambers, or Library) with a virtual component, similar to how Haines Borough Assembly meetings are current conducted. Reasonable accommodations should be made to be inclusive of people with access issues and hearing/visual impairment.
- Meeting will begin with simple presentation of conceptual designs and schematics. Attendees will then be given the floor to ask questions and/or offer feedback.
- Attendees will also receive comment cards to fill out if they don't want to speak publicly and given information for submitting comments electronically, with a deadline for submission.
- Goal is to nail down the concerns and feedback from different groups. All comments will be documented and kept in the project record.

Task 4 – Design Team Comment Analysis and Recommendations

- Design Team holistically analyzes all comments to determine themes and identify primary needs, suggestions, concerns, and priorities.
- Design Team develops drafts Decision and Design Alternatives Study Matrix **(see Attachment B for example)** outlining potential solutions with corresponding advantages, disadvantages, and rough cost estimates.
- Design Team meets with Lutak Dock Project Group to discuss draft Matrix.

- Design Team composes Recommendation Memo categorizing Matrix solutions as Recommended, Conditionally Recommended, or Not Recommended, with justifications for each designation.
- Design Team meets with Haines Borough and Owner's Advisor to discuss Matrix and Memo. Borough issues written response identifying whether they concur with Design Team recommendations; Design Team adjusts design plans accordingly.

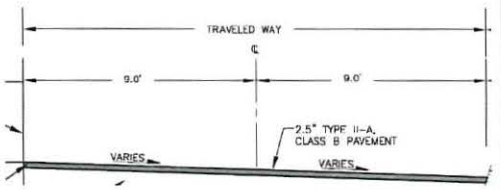
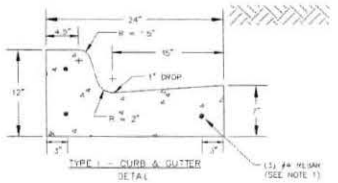
Task 5 – Meet with Lutak Dock Project Group and Owner's Advisor

- Present current plans.
- Give overview of how PIP has unfolded and discuss whether additional public outreach is necessary.

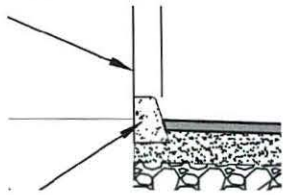
Attachment B: Example Decision and Design Alternative Study Matrix

Decision and Design Alternatives Study Matrix– Calhoun Avenue Reconstruction

Pages 3-5 removed for brevity

#	Categories	Method	Description	Advantages	Disadvantages	Cost Increase	Graphic
1	Traffic Calming Geometric Constraint Pedestrian Safety	Consistent and narrow traffic lanes	Reduced lane width between Capitol Avenue and W. 7th Street to 9' lanes.	•Provides consistency through the corridor. •Narrowing traffic lanes is an identified method of traffic calming. •Reduced vehicle speeds and increased safety. •Additional space for pedestrian facilities (except at locations of limited ROW/geometric constraint).	•Areas with limited ROW/geometric constraint force narrow sidewalks. •Not compatible with the use of curb and gutter due to geometric constraint.		
2	Traffic Calming Pedestrian Safety	Raising sidewalk elevation above road	Install standard 6" curb and gutter on Calhoun Ave, north of Goldbelt Avenue and south of W. 8th Street.	•Provides 6" high barrier between vehicles and pedestrians. •Provides visual barrier that roadway is narrower	•Doesn't allow local neighbors to park on the lower existing sidewalk of roadway when off street parking is full.		
3	Traffic Calming Pedestrian Safety	Raising sidewalk elevation above road	Raise sidewalks to 9" above road grade along entire Calhoun project corridor	•Provides 9" high barrier between vehicles and pedestrians. •Provides visual barrier that roadway is narrower	•Doesn't allow local neighbors to park on the lower existing sidewalk of roadway when off street parking is full. •Non-standard curb height increases tripping hazard •Vehicle strike could redirect it into oncoming traffic.	$$	
4	Traffic Calming Pedestrian Safety	Raised Crosswalks	Install raised crosswalks across Calhoun Avenue	•Raised crosswalks are an identified method of traffic calming. •Enhances crosswalk visibility. •Makes crossing easier for pedestrians.	•Creates a maintenance issue for snow removal. •Requires additional consideration to ensure roadway drainage. •Reduces comfort of ride for vehicles and bicycles. •Potential traffic risk for low clearance/long wheelbase vehicles. •Increased construction and maintenance cost compared to standard crosswalks. •Not standard for use in collector streets.	$$	
5	Traffic Calming Pedestrian Safety	Colored Crosswalks	Install colored sidewalks at Cope Park Rd, Capital Avenue, 825 Calhoun Avenue, W. 8th Street and Governors House	•Colored traffic crossings are an identified method of traffic calming. •enhance crosswalk visibility.	•Reduced effectiveness in winter conditions. •Increased construction cost compared to standard crosswalks.	$$	

Decision and Design Alternatives Study Matrix– Calhoun Avenue Reconstruction

#	Categories	Method	Description	Advantages	Disadvantages	Cost Increase	Graphic
6	Traffic Calming Pedestrian Safety	Concrete Curb at Wall	Install concrete curb along existing stone retaining walls	•Visually narrows the road reducing traffic speed. • Protects existing stone walls. •Reduces wall maintenance.	•Requires additional horizontal space which is limited in areas.	$$	
7	Traffic Calming	Traffic Striping	Maintain double yellow traffic striping through corridor, no centerline striping at intersections	•Painted traffic markings are an identified method of traffic calming. •Delineates lanes for vicular safety. •Enhance crosswalk visibility. •Provides visuals for vehicles, pedestrians and bicyclists increasing safety.	•Reduced effectiveness in winter conditions. •Increased construction and maintenance cost.	$	
8	Traffic Calming	Stop Controlled Intersection	Three way stop controlled intersection at Calhoun Avenue and W. 8th Street	•Would require vehicles to stop at intersection slowing traffic and limiting speeds around the existing blind corner.	•Potential conflicts with sidewalk locations due to limited ROW. •If perceived as unwarranted, may not be followed by vehicles. •Not warranted by MUTCD. •Unwarranted stop signs create liability for accidents.	Installing a traffic control device contrary to industry standards exposes CBJ to increased liability for any accidents or injury caused by the traffic control device.	
9	Geometric Constraint	Easements/ROW acquisition	Use easements or acquire ROW at geometric constraint location at 230 W. 8th Street and 826 Calhoun to relocate a section of the existing stone wall	•Increased pedestrian safety. •Increased vehicular safety. •Allows for 5' wide sidewalks at choke point with accommodation of 9' AASHTO travel lanes with or without curb and gutter.	•Requires acquisition of private property. •Significantly increased construction cost. •Increase in project timeline. •Requires all property owners to agree to ROW widening in order to be effective.	$$$$$	
10	Geometric Constraint	Wall removal and replacement – Easements/ROW acquisition	Remove existing stone retaining wall below 825 Calhoun avenue and 214 W 8th Street and replace with new wall that is set back from road	•Increased pedestrian safety. •Increased vehicular safety.	•Requires acquisition of private property. •Increased design cost. •Significantly increased construction cost. •Increase in project timeline. •Access required to 825 Calhoun Avenue. •Construction may not be possible due to location of existing home foundations. •Moving walls back far enough to achieve desired corridor width would likely require acquisition of homes above retaining walls.	$$$$$$	

Decision and Design Alternatives Study Matrix– Calhoun Avenue Reconstruction

#	Categories	Method	Description	Advantages	Disadvantages	Cost Increase	Graphic
26	Pedestrian Safety	Flashing Traffic Signage	Flashing crosswalk/pedestrian crossing/road narrows signs	•Traffic signage is an identified method of traffic calming. •Provides visuals for vehicles, pedestrians and bicyclists increasing safety.	•Potential conflicts with sidewalk locations due to limited ROW. Sing posts limit walk ability. •Potential bedrock trenching for electrical components.	$$$	

Assumptions/exclusions:
One-way option not included per direction from CBJ assembly.
Realignment of existing concrete retaining wall across from W. 8th Street (STA 17+00 to 19+00) not considered, cost exceeds project budget and construction may not be possible given existing homes above the wall.

Cost Increase Key:

$	<$1,000
$$	$1,000 -$10,000
$$$	$10,000 -$50,000
$$$$	$50,000 -$100,000
$$$$$	>$100,000

Recommendation Key:
Recommended
Conditionally Recommended
Not Recommended

Resources:
FHWA Course on Bicycle and Pedestrian Transportation - Traffic Calming
Portland Bicycle Plan - Bikeway Design - Best Practices
NACTO - Urban Bikeway Design Guide - Shared Lane Markings
NACTO - Urban Bikeway Design Guide - Bike Route Wayfinding Signage and Markings System
Multi-way Stops – The Research Shows the MUTCD is Correct
ALTA – Advisory Bike Lanes in North America

Attachment C: Level of Effort

Lutak Dock Replacement - Phase I Level of Effort

Task	Design-Build Team Task Descriptions	WMC	proHNS	NGE	RCE	AAA	MM	GE	N57	*Hours per Task*
A	***Project Delivery & Coordination***	***280***	***528***	***0***	***0***	***70***	***22***	***20***	***28***	***948***
A.1	Contract/Project Management	100	192			48	4	4	12	*360*
A.2	Prepare and Submit Baseline Project Schedule	40				8	2	2		*52*
A.3	Coordination w/ Owner & Owner's Rep. (Includes Monthly Status Review Meetings)	60	144			14	6	6		*230*
A.4	Coordination w/ Key Stake Holders, e.g. Docks & Harbors, State of Alaska, etc.	40	120				4	4	16	*184*
A.5	Coordination w/ Facility Users, e.g. AML, Delta Western, Commercial Operators	40	72				6	4		*122*
B	***Site Investigations and Data Collection***	***0***	***80***	***130***	***0***	***24***	***17***	***14***	***186***	***451***
B.1	Research As-built Records, Master Plans, Similar Permits, & Historical Project Site Info		20	15		16	4	2	48	*105*
B.2	Review and Incorporate R&M Consultants Conceptual Design Data/Information		28	15		8	1		24	*76*
B.3	Site Visits by DB Team Members to Review Plans, Gather Data, & Obtain Field Notes		32				12	12	10	*66*
B.4	Site Surveying (Including Hydrographic) and Establishment of Uplands Survey Controls								104	*104*
B.5	Geotechnical Field Investigation & Reporting			100						*100*
C	***Permitting***	***0***	***0***	***0***	***550***	***0***	***0***	***0***	***0***	***550***
C.1	Prepare Draft Permit Documents				250					*250*
C.2	Prepare and Submit Final, 100% Permits on Behalf of Owner				200					*200*
C.3	Agency Coordination through Permit Acquisition				100					*100*
D	***35% Draft Plans, Cost Estimate, Permitting, and Schedule***	***60***	***148***	***80***	***0***	***198***	***50***	***26***	***50***	***612***
D.1	35% Civil Site Design for Phases 1, 2, and 3		88						50	*138*
D.2	35% Geotechnical Design for Phases 1, 2, and 3			80						*80*
D.3	35% Marine Structures Design for Phases 2 and 3, Including Approach Dock					198	2			*200*
D.4	35% Fuel System Design for Phase 2						24	2		*26*
D.5	35% Electrical Design for Phases 2 and 3						2	12		*14*
D.6	Prepare Preliminary Construction Phasing & Temporary Access Plan for Site		32				8	2		*42*
D.7	Prepare and Submit 35% Construction Cost Estimate to Owner	50	20				6	4		*80*
D.8	Prepare and Submit 35% Progress Schedule to Owner	10					2	2		*14*
D.9	Prepare and Submit 35% Plans for Haines Borough Planning Commission Review		8				6	4		*18*
E	***65% Draft Plans, Cost Estimate, Permitting, and Schedule***	***30***	***252***	***40***	***0***	***226***	***68***	***32***	***10***	***658***
E.1	65% Civil Site Design for Phases 1, 2, and 3		208						10	*218*
E.2	65% Geotechnical Design for Phases 1, 2, and 3			40						*40*
E.3	65% Marine Structures Design for Phases 2 and 3, Including Approach Dock					226				*226*
E.4	65% Fuel System Design for Phase 2, Including Temporary Access Plan						48	4		*52*
E.5	65% Electrical Design for Phases 2 and 3						4	16		*20*
E.6	Submit Draft Construction Phasing & Temporary Access Plan for Site to Owner		20				2	2		*24*
E.7	Prepare and Submit 65% Construction Cost Estimate to Owner	20	16				6	4		*46*
E.8	Prepare and Submit 65% Progress Schedule to Owner	10					2	2		*14*
E.9	Prepare and Submit 65% Plans for Haines Borough Planning Commission Review		8				6	4		*18*
F	***95% Draft Plans, Cost Estimate, Specifications, and Schedule***	***10***	***340***	***56***	***0***	***218***	***95***	***56***	***25***	***800***
F.1	95% Civil Site Design for Phases 1, 2, and 3		168						25	*193*
F.2	95% Geotechnical Design for Phases 1, 2, and 3			32						*32*
F.3	95% Marine Structures Design for Phases 2 and 3, Including Approach Dock					218				*218*
F.4	95% Fuel System Design for Phase 2, Including Temporary Access Plan						30	4		*34*
F.5	95% Electrical Design for Phases 2 and 3						3	16		*19*
F.6	Finalize Construction Phasing & Temporary Access Plan		32				2	2		*36*
F.7	Prepare and Submit Draft Construction QA/QC Plan to Owner		56				4	4		*64*
F.8	Prepare and Submit 95% Technical Specifications to Owner		76	24			48	24		*172*
F.9	Prepare and Submit 95% Progress Schedule to Owner	10	8				2	2		*22*
F.10	Prepare and Submit 95% Plans for Haines Borough Planning Commission Review						6	4		*10*
G	***GMP Development (Following Approval of 65% Design)***	***100***	***0***	***0***	***0***	***0***	***10***	***4***	***0***	***114***
G.1	Prepare and Submit GMP Cost Estimate to Owner	100					10	4		*114*
G.2										*0*
	Totals for All Tasks	***480***	***1348***	***306***	***550***	***736***	***262***	***152***	***299***	***4133***

Design-Build Team Member

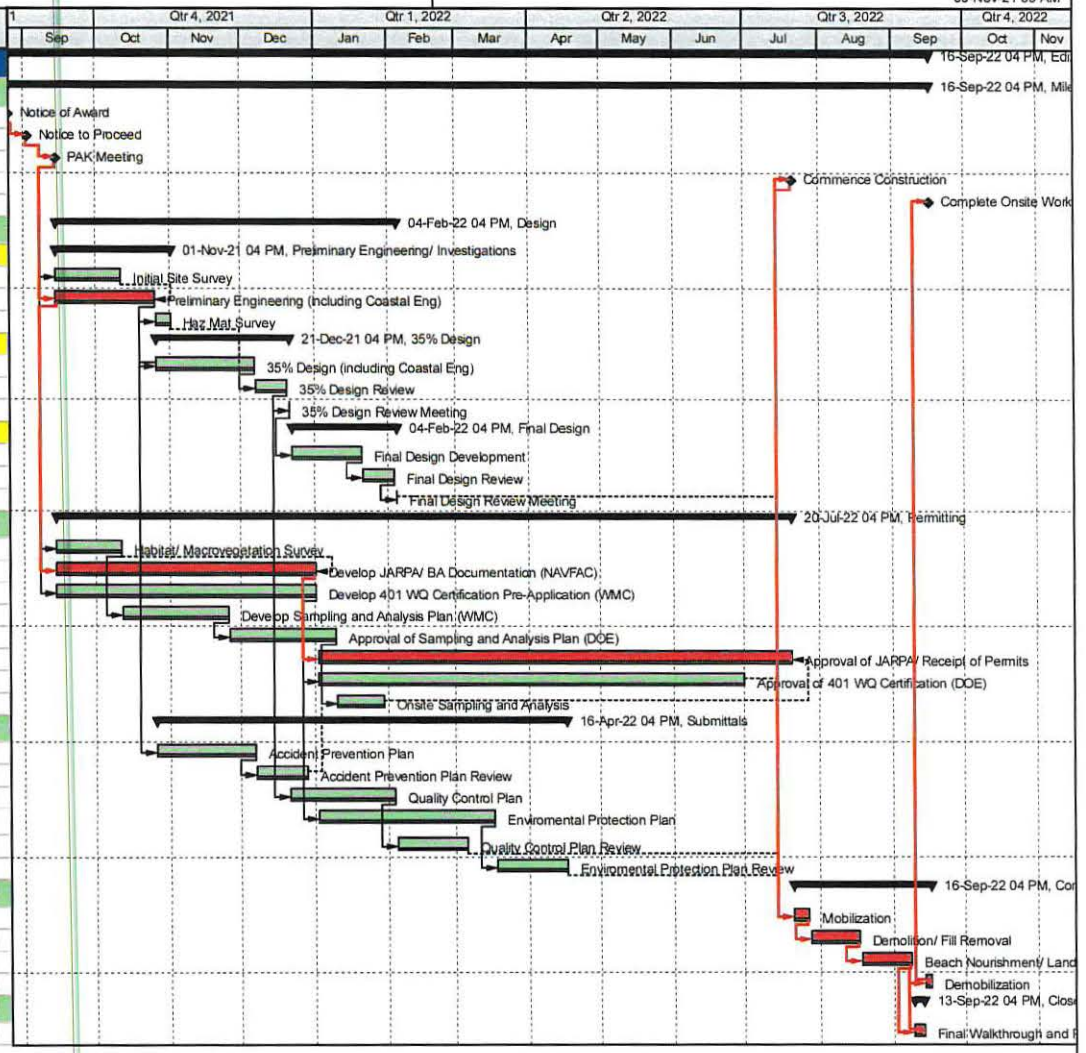
WMC	Western Marine Construction - Led by Kriss Hart, Project Executive and Julian Koerner, PE, Project Manager
proHNS	proHNS - Led by Garret Gladsjo, PE, Design Manager
NGE	Northern Geotechnical Engineering - Led by Keith Mobley, PE, GE, Geotechnical Manager
RCE	Rugged Coast Environmental - Led by Ryan Bare, Environmental Manager
AAA	Art Anderson Associates - Led by Brad Ginn, PE, Marine Structures Design Lead
MM	Modern Mechanical - Led by Shane Hooten, PE, Fuel System Design Lead

Attachment D: Example CPM Schedule and Three-Week Look-Ahead Schedule Deliverables

Ediz Hook Shoreline Restoration

03-Nov-21 09 AM

Activity ID	Activity Name	Original Duration	Start	Finish
Ediz Hook Shoreline Restoration		388d	25-Aug-21 08 AM	16-Sep-22 04 PM
Milestones		388d	25-Aug-21 08 AM	16-Sep-22 04 PM
M1000	Notice of Award	0d	25-Aug-21 08 AM	
M1010	Notice to Proceed	0d	02-Sep-21 08 AM	
M1020	PAK Meeting	0d	14-Sep-21 08 AM	
M1040	Commence Construction	0d	21-Jul-22 08 AM*	
M1060	Complete Onsite Work	0d		16-Sep-22 04 PM
Design		144d	14-Sep-21 08 AM	04-Feb-22 04 PM
Preliminary Engineering/ Investigations		35d	14-Sep-21 08 AM	01-Nov-21 04 PM
PE1000	Initial Site Survey	20d	14-Sep-21 08 AM	11-Oct-21 04 PM
PE1010	Preliminary Engineering (including Coastal Eng)	30d	14-Sep-21 08 AM	25-Oct-21 04 PM
PE1020	Haz Mat Survey	5d	26-Oct-21 08 AM	01-Nov-21 04 PM
35% Design		57d	26-Oct-21 08 AM	21-Dec-21 04 PM
D1000	35% Design (including Coastal Eng)	30d	26-Oct-21 08 AM	06-Dec-21 04 PM
D1010	35% Design Review	14d	07-Dec-21 08 AM	20-Dec-21 04 PM
D1020	35% Design Review Meeting	1d	21-Dec-21 08 AM	21-Dec-21 04 PM
Final Design		45d	22-Dec-21 08 AM	04-Feb-22 04 PM
FD1000	Final Design Development	20d	22-Dec-21 08 AM	20-Jan-22 04 PM
FD1010	Final Design Review	14d	21-Jan-22 08 AM	03-Feb-22 04 PM
FD1020	Final Design Review Meeting	1d	04-Feb-22 08 AM	04-Feb-22 04 PM
Permitting		310d	14-Sep-21 08 AM	20-Jul-22 04 PM
P1000	Habitat/ Macrovegetation Survey	20d	14-Sep-21 08 AM	11-Oct-21 04 PM
P1030	Develop JARPA/ BA Documentation (NAVFAC)	110d	14-Sep-21 08 AM	01-Jan-22 04 PM
P1070	Develop 401 WQ Certification Pre-Application (WMC)	110d	14-Sep-21 08 AM	01-Jan-22 04 PM
P1010	Develop Sampling and Analysis Plan (WMC)	45d	12-Oct-21 08 AM	25-Nov-21 04 PM
P1020	Approval of Sampling and Analysis Plan (DOE)	45d	26-Nov-21 08 AM	09-Jan-22 04 PM
P1040	Approval of JARPA/ Receipt of Permits	200d	02-Jan-22 08 AM	20-Jul-22 04 PM
P1080	Approval of 401 WQ Certification (DOE)	180d	02-Jan-22 08 AM	30-Jun-22 04 PM
P1090	Onsite Sampling and Analysis	20d	10-Jan-22 08 AM	29-Jan-22 04 PM
Submittals		173d	26-Oct-21 08 AM	16-Apr-22 04 PM
S1000	Accident Prevention Plan	30d	26-Oct-21 08 AM	06-Dec-21 04 PM
S1010	Accident Prevention Plan Review	15d	07-Dec-21 08 AM	28-Dec-21 04 PM
S1040	Quality Control Plan	45d	21-Dec-21 08 AM	03-Feb-22 04 PM
S1020	Enviromental Protection Plan	75d	02-Jan-22 08 AM	17-Mar-22 04 PM
S1050	Quality Control Plan Review	30d	04-Feb-22 08 AM	05-Mar-22 04 PM
S1030	Enviromental Protection Plan Review	30d	18-Mar-22 08 AM	16-Apr-22 04 PM
Construction		41d	21-Jul-22 08 AM	16-Sep-22 04 PM
C1000	Mobilization	5d	21-Jul-22 08 AM	27-Jul-22 04 PM
C1010	Demolition/ Fil Removal	15d	28-Jul-22 08 AM	17-Aug-22 04 PM
C1020	Beach Nourishment/ Landscaping	15d	18-Aug-22 08 AM	08-Sep-22 04 PM
C1030	Demobilization	3d	14-Sep-22 08 AM	16-Sep-22 04 PM
Closeout		5d	09-Sep-22 08 AM	13-Sep-22 04 PM
CO1000	Final Walkthrough and Punchlist	5d	09-Sep-22 08 AM	13-Sep-22 04 PM



Project Baseline Bar | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

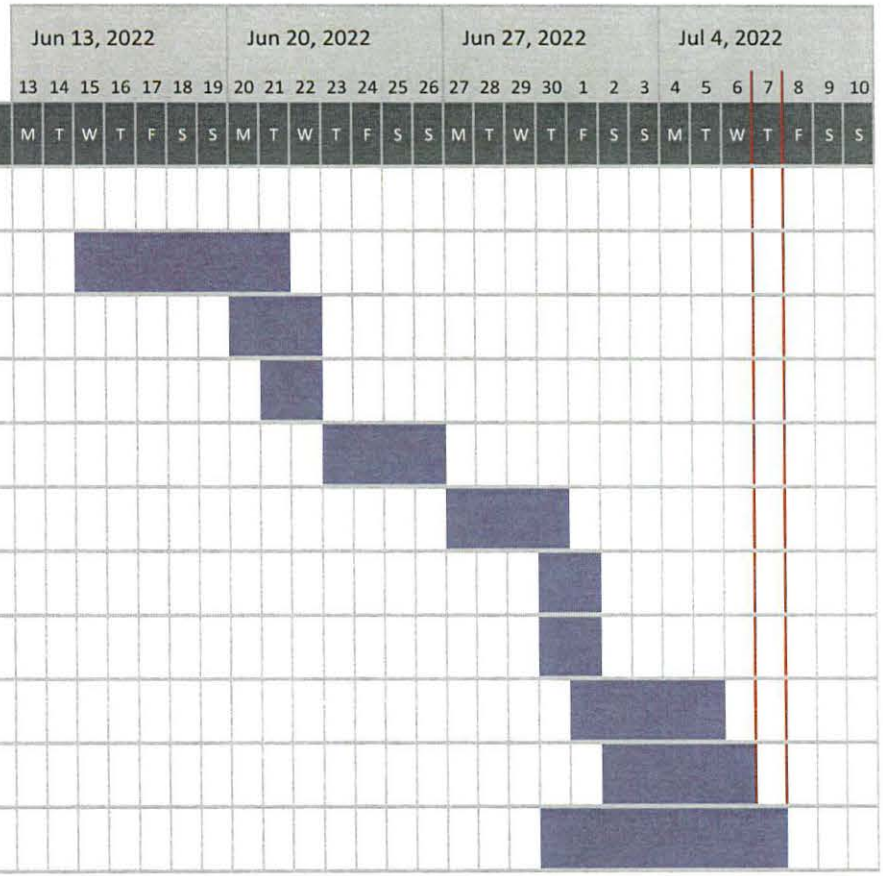
Western Marine Construction, Inc.

NOAA HOMEPORT

WMC

Project Start: Wed, 6/15/2022

Display Week: 1



TASK	ASSIGNED TO	PROGRESS	START	END
Phase 1 Title				
Pile Driving		0%	6/15/22	6/21/22
Barge		0%	6/20/22	6/22/22
Set Bridge		0%	6/21/22	6/22/22
Float Assembly		0%	6/23/22	6/26/22
Pile Driving (remaining)		0%	6/27/22	6/30/22
Position Float & Secure		0%	6/30/22	7/1/22
Camel Mods		0%	6/30/22	7/1/22
Install Mooring Frames		0%	7/1/22	7/5/22
Camel Installation		0%	7/2/22	7/6/22
Ahtna utility work on Float		0%	6/30/22	7/7/22

Attachment E: Example Cost Estimating Deliverable

Baseline Engineer's Estimate

Project:	Chilkoot Loop Retating Wall
Owner:	Haines Borough
Date:	11/16/2021
Prepared By:	E. Roemeling
Checked By:	G. Gladsjo

Pay Item	Pay Item Description	Pay Unit	Quantity	Unit Price	Amount
1505.1	Mobilization	Lump Sum	All Req'd	$4,000.00	$4,000.00
1550.1	Traffic Maintenance	Lump Sum	All Req'd	$2,000.00	$2,000.00
1570.1	Erosion & Sediment Control	Lump Sum	All Req'd	$4,000.00	$4,000.00
2202.1	Unclassified Excavation	CY	152	$20.00	$3,040.00
2702.1	Construction Surveying	Lump Sum	All Req'd	$2,000.00	$2,000.00
2801.1	A.C. Pavement, Type II-A, Class B	TON	10	$340.00	$3,400.00
2806.1	Remove Existing Asphalt Surfacing	SY	63	$10.00	$630.00
3201.1	Block Wall	SF	168	$100.00	$16,800.00
3303.1	Concrete Sidewalk	SY	200	$10.00	$2,000.00
3303.2	Rolled Curb	LF	40	$100.00	$4,000.00
3304.1	Removal of Concrete Sidewalk	SY	200	$10.00	$2,000.00
3304.2	Removal of Rolled Curb	LF	40	$10.00	$400.00
				Sub Total =	$41,870.00
				20% Cont. =	$8,374.00
				Total =	$50,244.00

65% DRAFT Engineer's Estimate

Project:	Chilkoot Loop Retating Wall
Owner:	Haines Borough
Date:	11/2/2021
Prepared By:	E. Roemeling
Checked By:	G. Gladsjo

Pay Item	Pay Item Description	Pay Unit	Quantity	Unit Price	Amount
1505.1	Mobilization	Lump Sum	All Req'd	$4,000.00	$4,000.00
1550.1	Traffic Maintenance	Lump Sum	All Req'd	$2,000.00	$2,000.00
1570.1	Erosion & Sediment Control	Lump Sum	All Req'd	$4,000.00	$4,000.00
2202.1	Unclassified Excavation	CY	152	$20.00	$3,040.00
2702.1	Construction Surveying	Lump Sum	All Req'd	$2,000.00	$2,000.00
2801.1	A.C. Pavement, Type II-A, Class B	TON	10	$340.00	$3,400.00
2806.1	Remove Existing Asphalt Surfacing	SY	63	$10.00	$630.00
3201.1	Precast Block MSE Retaining Wall	SF	320	$125.00	$40,000.00
3303.1	Concrete Sidewalk	SY	200	$10.00	$2,000.00
3303.2	Rolled Curb	LF	40	$100.00	$4,000.00
3304.1	Removal of Concrete Sidewalk	SY	200	$10.00	$2,000.00
3304.2	Removal of Rolled Curb	LF	40	$10.00	$400.00
				Sub Total =	$65,070.00
				10% Cont. =	$6,507.00
				Total =	$71,577.00

95% Engineer's Estimate

Project:	Chilkoot Loop Retaining Wall Repairs - 437599
Owner:	Haines Borough
Date:	2/18/2022
Prepared By:	E. Roemeling
Checked By:	G. Gladsjo

Pay Item	Pay Item Description	Pay Unit	Quantity	Unit Price	Amount
202.0002.000A	Removal of Pavement, Asphalt	SY	45	$7.00	$315.00
202.0003.0000	Removal of Sidewalk	SY	34	$10.00	$340.00
202.0009.0000	Removal of Curb and Gutter	LF	56	$20.00	$1,120.00
401.0001.002B	HMA Type II; Class B	TON	11	$350.00	$3,850.00
401.0004.5834	Asphalt Binder, Grade PG 58-34	TON	1	$950.00	$950.00
530.0000.0000	MSE Block Wall	SF	320	$125.00	$40,000.00
608.0001.0006	Concrete Sidewalk, 6 inches thick	SY	34	$600.00	$20,400.00
609.0002.0001	Curb and Gutter, Type 1	LF	56	$225.00	$12,600.00
640.0001.0000	Mobilization and Demobilization	Lump Sum	All Req'd	$14,000.00	$14,000.00
641.0001.0000	Erosion, Sediment and Pollution Control Administrati	Lump Sum	All Req'd	$5,000.00	$5,000.00
641.0003.0000	Temporary Erosion, Sediment and Pollution Control	Lump Sum	All Req'd	$7,000.00	$7,000.00
642.0001.0000	Construction Surveying	Lump Sum	All Req'd	$3,000.00	$3,000.00
643.0002.0000	Traffic Maintenance	Lump Sum	All Req'd	$5,000.00	$5,000.00
671.2005.0000	Stream Diversion and Dewatering	Lump Sum	All Req'd	$20,000.00	$20,000.00
				Sub Total =	$133,575.00

Final Engineer's Estimate

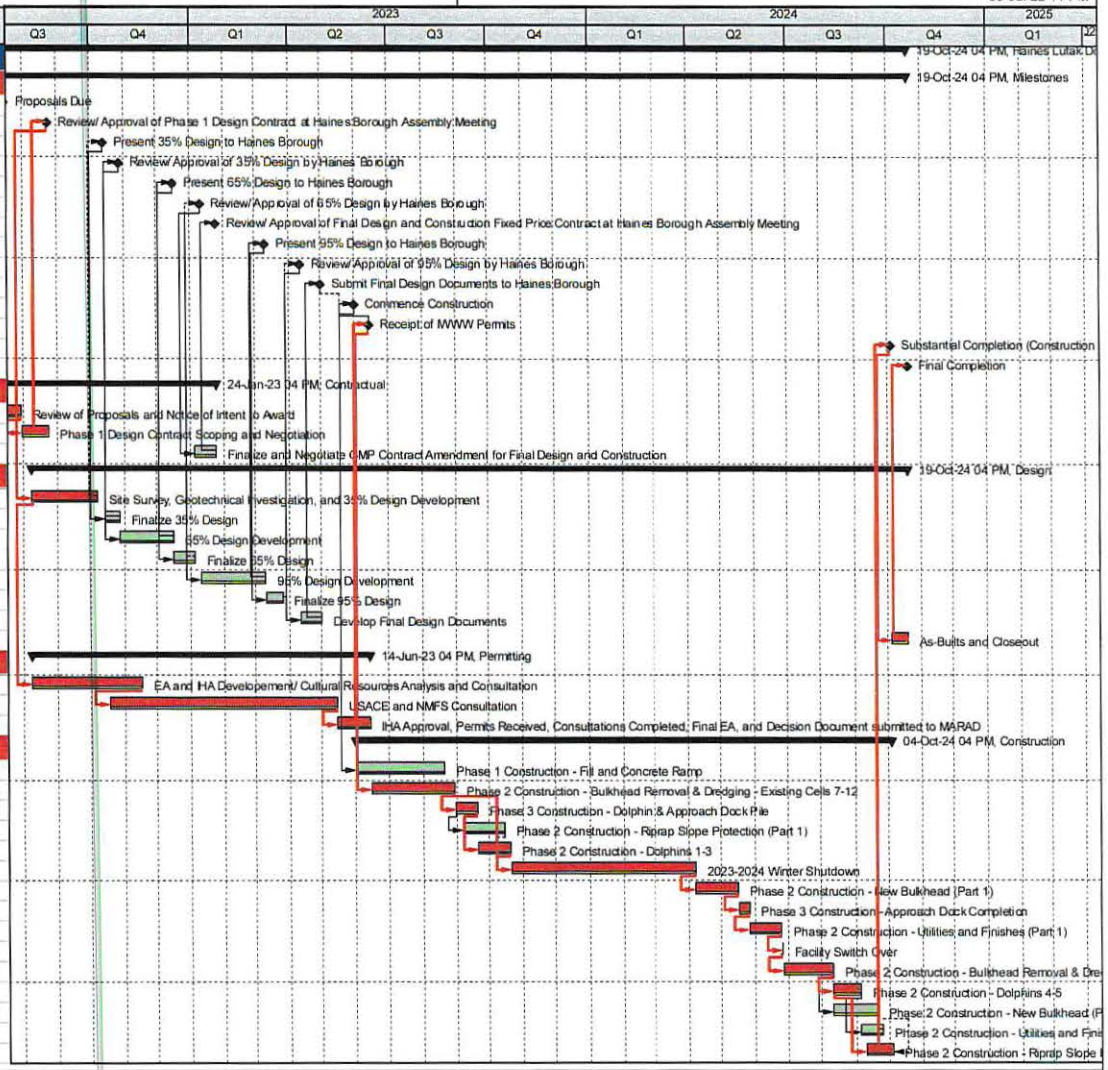
Project:	Chilkoot Loop Retaining Wall Repairs - 437599
Owner:	Haines Borough
Date:	3/11/2022
Prepared By:	E. Roemeling
Checked By:	G. Gladsjo

Pay Item	Pay Item Description	Pay Unit	Quantity	Unit Price	Amount
202.0002.000A	Removal of Pavement, Asphalt	SY	45	$7.00	$315.00
202.0003.0000	Removal of Sidewalk	SY	34	$10.00	$340.00
202.0009.0000	Removal of Curb and Gutter	LF	56	$20.00	$1,120.00
401.0001.002B	HMA Type II; Class B	TON	10	$600.00	$6,000.00
401.0004.5834	Asphalt Binder, Grade PG 58-34	TON	1	$950.00	$950.00
530.0000.0000	MSE Block Wall	SF	320	$125.00	$40,000.00
608.0001.0006	Concrete Sidewalk, 6 inches thick	SY	34	$600.00	$20,400.00
609.0002.0001	Curb and Gutter, Type 1	LF	56	$225.00	$12,600.00
640.0001.0000	Mobilization and Demobilization	Lump Sum	All Req'd	$13,000.00	$13,000.00
641.0003.0000	Temporary Erosion, Sediment and Pollution Control	Lump Sum	All Req'd	$7,000.00	$7,000.00
642.0001.0000	Construction Surveying	Lump Sum	All Req'd	$3,000.00	$3,000.00
643.0002.0000	Traffic Maintenance	Lump Sum	All Req'd	$5,000.00	$5,000.00
671.2005.0000	Stream Diversion and Dewatering	Lump Sum	All Req'd	$20,000.00	$20,000.00
				Sub Total =	$129,725.00

Attachment F: High-Level, Achievable Proposed Project Schedule

Haines Lutak Dock Replacement Proposal — 09-Jul-22 11 PM

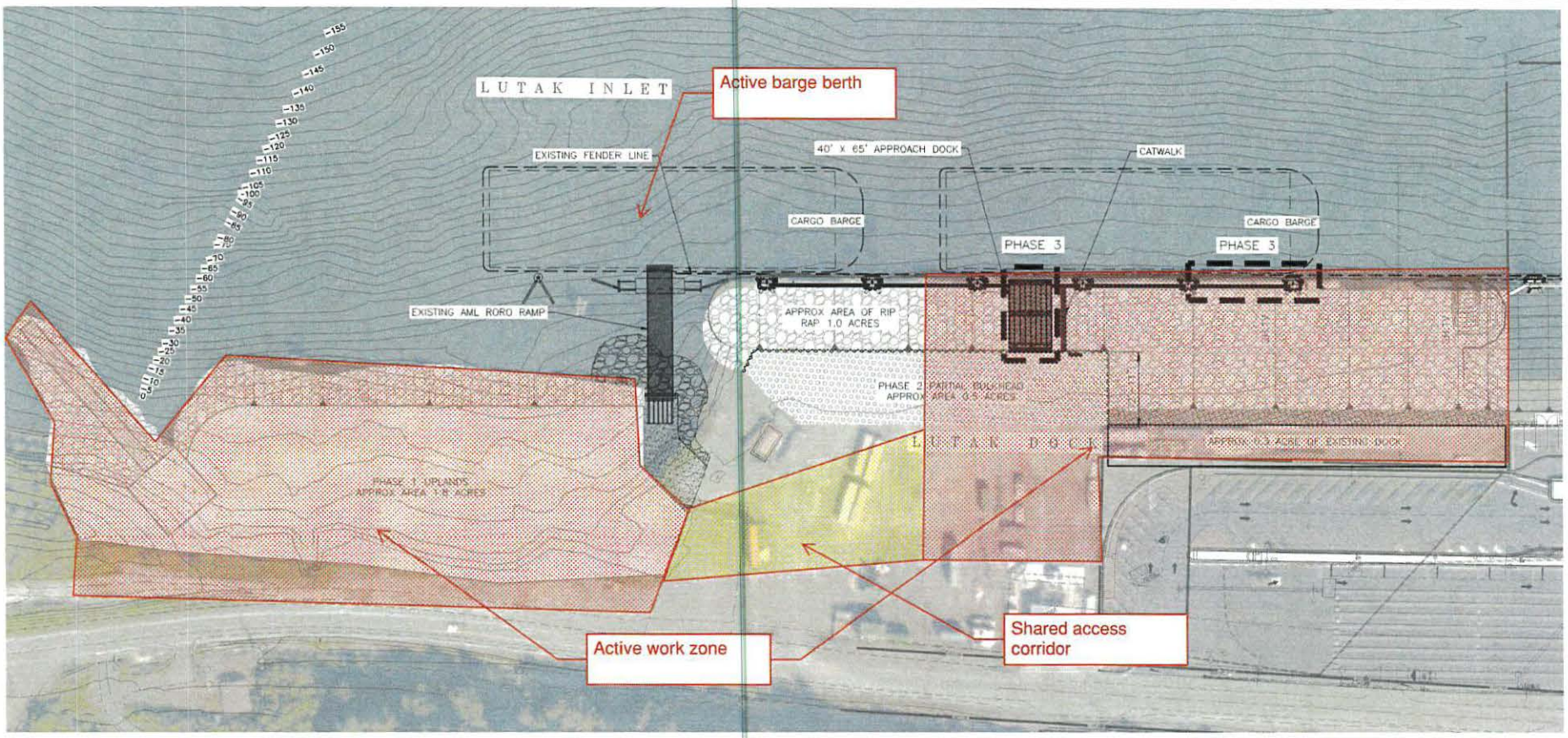
Activity ID	Activity Name	Original Duration	Start	Finish
Haines Lutak Dock Replacement Proposal		795d	15-Jul-22 08 AM	19-Oct-24 04 PM
Milestones		795d	15-Jul-22 08 AM	19-Oct-24 04 PM
M1000	Proposals Due	0d	15-Jul-22 08 AM	
M1010	Review/ Approval of Phase 1 Design Contract at Haines Borough As	0d		23-Aug-22 04 PM*
M1020	Present 35% Design to Haines Borough	0d		13-Oct-22 04 PM*
M1030	Review/ Approval of 35% Design by Haines Borough	0d		28-Oct-22 04 PM*
M1050	Present 65% Design to Haines Borough	0d		15-Dec-22 04 PM*
M1060	Review/ Approval of 65% Design by Haines Borough	0d		10-Jan-23 08 AM*
M1040	Review/ Approval of Final Design and Construction Fixed Price Contr	0d		24-Jan-23 04 PM*
M1070	Present 95% Design to Haines Borough	0d		10-Mar-23 04 PM*
M1090	Review/ Approval of 95% Design by Haines Borough	0d		11-Apr-23 08 AM*
M1100	Submit Final Design Documents to Haines Borough	0d		30-Apr-23 04 PM
M1120	Commence Construction	0d	31-May-23 08 AM	
M1110	Receipt of MWW Permits	0d		14-Jun-23 04 PM
M1135	Substantial Completion (Construction Phases 1-3)	0d		04-Oct-24 04 PM
M1140	Final Completion	0d		19-Oct-24 04 PM
Contractual		184d	15-Jul-22 08 AM	24-Jan-23 04 PM
C1000	Review of Proposals and Notice of Intent to Award	15d	15-Jul-22 08 AM	29-Jul-22 04 PM
C1010	Phase 1 Design Contract Scoping and Negotiation	25d	30-Jul-22 08 AM	23-Aug-22 04 PM
C1020	Finalize and Negotiate GMP Contract Amendment for Final Design a	20d	05-Jan-23 08 AM	24-Jan-23 04 PM
Design		771d	08-Aug-22 08 AM	19-Oct-24 04 PM
D1000	Site Survey, Geotechnical Investigation, and 35% Design Developm	60d	08-Aug-22 08 AM	07-Oct-22 04 PM
D1010	Finalize 35% Design	15d	14-Oct-22 08 AM	28-Oct-22 04 PM
D1020	65% Design Development	45d	28-Oct-22 08 AM	15-Dec-22 04 PM
D1030	Finalize 65% Design	15d	16-Dec-22 08 AM	04-Jan-23 04 PM
D1040	95% Design Development	60d	10-Jan-23 08 AM	10-Mar-23 04 PM
D1050	Finalize 95% Design	15d	11-Mar-23 08 AM	25-Mar-23 04 PM
D1060	Develop Final Design Documents	20d	11-Apr-23 08 AM	30-Apr-23 04 PM
D1070	As-Builts and Closeout	15d	05-Oct-24 08 AM	19-Oct-24 04 PM
Permitting		300d	08-Aug-22 08 AM	14-Jun-23 04 PM
P1000	EA and IHA Developement/ Cultural Resources Analysis and Consult	100d	08-Aug-22 08 AM	16-Nov-22 04 PM
P1010	USACE and NMFS Consultation	200d	18-Oct-22 08 AM	14-May-23 04 PM
P1020	IHA Approval, Permits Received, Consultations Completed, Final EA,	30d	15-May-23 08 AM	14-Jun-23 04 PM
Construction		471d	31-May-23 08 AM	04-Oct-24 04 PM
CON1000	Phase 1 Construction - Fill and Concrete Ramp	80d	31-May-23 08 AM	20-Aug-23 04 PM
CON1010	Phase 2 Construction - Bulkhead Removal & Dredging - Existing Cel	75d	15-Jun-23 08 AM	30-Aug-23 04 PM
CON1020	Phase 3 Construction - Dolphin & Approach Dock Pile	20d	31-Aug-23 08 AM	20-Sep-23 04 PM
CON1030	Phase 2 Construction - Riprap Slope Protection (Part 1)	40d	06-Sep-23 08 AM	15-Oct-23 04 PM
CON1040	Phase 2 Construction - Dolphins 1-3	30d	21-Sep-23 08 AM	20-Oct-23 04 PM
CON1050	2023-2024 Winter Shutdown	150d	21-Oct-23 08 AM	08-Apr-24 04 PM
CON1060	Phase 2 Construction - New Bulkhead (Part 1)	40d	07-Apr-24 08 AM	16-May-24 04 PM
CON1070	Phase 3 Construction - Approach Dock Completion	10d	17-May-24 08 AM	28-May-24 04 PM
CON1080	Phase 2 Construction - Utilities and Finishes (Part 1)	30d	27-May-24 08 AM	25-Jun-24 04 PM
CON1090	Facility Switch Over	1d	26-Jun-24 08 AM	26-Jun-24 04 PM
CON1100	Phase 2 Construction - Bulkhead Removal & Dredging - Existing Cel	45d	27-Jun-24 08 AM	10-Aug-24 04 PM
CON1110	Phase 2 Construction - Dolphins 4-5	25d	11-Aug-24 08 AM	04-Sep-24 04 PM
CON1120	Phase 2 Construction - New Bulkhead (Part 2)	40d	11-Aug-24 08 AM	19-Sep-24 04 PM
CON1130	Phase 2 Construction - Utilities and Finishes (Part 2)	20d	05-Sep-24 08 AM	24-Sep-24 04 PM
CON1140	Phase 2 Construction - Riprap Slope Protection (Part 2)	25d	10-Sep-24 08 AM	04-Oct-24 04 PM



Project Baseline Bar — Critical Remaining Work
Actual Work — Milestone
Remaining Work — Summary

WESTERN MARINE CONSTRUCTION, INC.

Attachment G: Construction Phasing Parts 1 and 2



Construction Phasing - Part 1

0 50 100 FEET

PROGRESS SET NOT FOR CONSTRUCTION

R&M CONSULTANTS, INC.
9101 Vanguard Drive
Anchorage, Alaska 99507
rmconsult.com• email@rmconsult.com
phone:907.522.1707 • fax: 907.522.3403
CORPORATE AUTHORIZATION NUMBER AECC111

Hainey Borough
LUTAK DOCK STUDY

No.	Description	Date

JVC | JCD
FEBRUARY 2022
PRELIMINARY
2898.01
PHASE 3 SITE PLAN
SHEET NO.
C4.0

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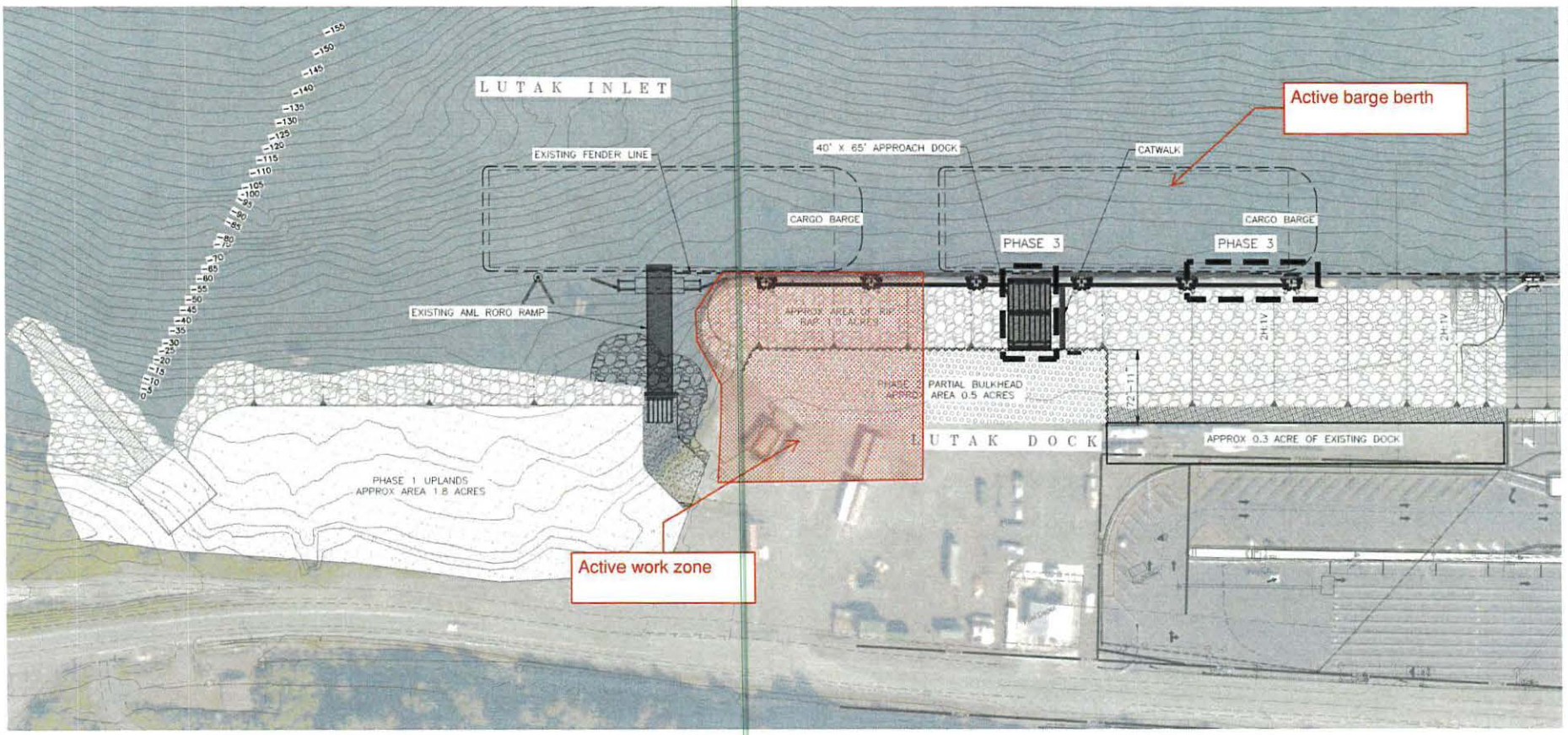
Plotted: 2/7/2022 12:34 PM by Jean Cunliat



Construction Phasing - Part 2

0 50 100 FEET

PROGRESS SET NOT FOR CONSTRUCTION

R&M CONSULTANTS, INC.
9101 Vanguard Drive
Anchorage, Alaska 99507
rmconsult.com- email@rmconsult.com
phone: 907.522.1707 - fax: 907.522.3403
CORPORATE AUTHORIZATION NUMBER AECC111

Haines Borough
LUTAK DOCK STUDY

No.	Description	Date

Drawn by	JVC
Checked by	JCD
Date	FEBRUARY 2022
Status	PRELIMINARY
Project No.	2898.01
SHEET TITLE	PHASE 3 SITE PLAN
SHEET NO.	C4.0

Plotted: 2/7/2022 12:34 PM by Jean Cumiot
Z:\project\2898.01 HB Lutak Dock Grant Support\Civil\ACAD\2898.02 - Phase 3 Site Plan.dwg

II. PRICE PROPOSAL FORM

Western Marine Construction, Inc.

Finalist Name

Having carefully examined the Request for Proposal (RFP) for Design-Build Services for the Haines Borough, Alaska Lutak Dock Replacement Project, issued June 17, 2022, and Addenda numbers 1 through 2, and the Agreement, the undersigned Design-Builder proposes the following Commercial Terms for the Project:

A. Design-Builder Lump Sum for Overhead and Profit that will is proposed to be inserted into Section 6.2.1 of the Agreement: Twenty thousand dollars ($ 20,000)

B. Phase 1 Not To Exceed Amount (not scored)

The proposed Phase 1 Not to Exceed Amount is $ Six hundred eighty five thousand dollars ($ 685,000)

C. Key Team Member Hourly Rates (not scored)

The Hourly Rates for Key Team Members are as follows:

Key Team Member Hourly Rates

Name	Position	Hourly Rate Preconstruction	Hourly Rate Construction
Kriss Hart	Project Executive	$75	$75
Julian Koerner, PE	Project Manager	$75	$75
Patrick McHugh	Superintendent	$75	$75
Garret Gladsjo, PE	Design Manager	$156	$156
Keith Mobley, PE	Geotechnical Manager	$225	$225
Ryan Bare	Environmental Manager	$115	$115
Brad Ginn, PE	Marine Structures Lead	$185	$185
Shane Hooten, PE	Fuel System Design Lead	$200	$200
Pat Gorman, PE	Electrical Design Lead	$200	$200
Kelly O'Neill, PLS	Survey Lead	$150	$150

PROPOSAL GUARANTEE

The undersigned hereby agrees that this Proposal may be accepted by Haines Borough anytime within ninety (90) calendar days immediately following the date indicated herein below, and the undersigned further agrees to submit a fully executed Agreement prior to the issuance of the Notice to Proceed that includes the Commercial Terms proposed in this Price Proposal Form.

PROPOSAL FROM:

Western Marine Construction, Inc.
(Finalist Firm Name)

Kriss Hart 7 / 15 / 2022
(Authorized Representative Signature and Date)

Kriss Hart, President
(Representative's Printed Name and Title)

CONE15
(State of Alaska Contractor's License No.)

Alaska Business License # **14457**

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

WESTERN MARINE CONSTRUCTION INC

2775 HARBOR AVE. S.W., SUITE A, SEATTLE, WA 98126-2138

owned by

WESTERN MARINE CONSTRUCTION INC

is licensed by the department to conduct business for the period

December 21, 2020 to December 31, 2022
for the following line(s) of business:

23 - Construction

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner

Turnagain
Marine Construction

LUTAK DOCK REPLACEMENT

PROGRESSIVE **DESIGN-BUILD** PROPOSAL

ADDRESS

8241
Dimond Hook Dr.,
Anchorage, AK
99507

PHONE

907-261-8960

CONTACT

Jason Davis
jdavis@turnagain.build

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Table of Contents

1. Overall Management Approach

Collaboration & Risk Mitigation

Collaboration and Risk Mitigation requires that all the stakeholders understand the objectives of the project, are informed of the unique challenges and difficulties of the project, and are committed to a mutually successful project outcome. The Turnagain team has worked at this facility in the past and understands the significance of providing the Haines Borough and its vendors a durable, high-design life freight facility that provides flexibility to service a number of diverse operations.

As Turnagain performed work at this facility in 2020, the team understands the risks, challenges, and coordination associated with constructing a new facility at the current Lutak dock location. Turnagain employs a group of highly skilled employees trained and experienced in the installation of pile-supported structures throughout the inconsistent bedrock conditions southeast Alaska is known for.

As an Alaskan-based entity, the Turnagain team is available for in-person, on-site communications with the Haines Borough and its stakeholders.

Partnering Methods

In 2016 Turnagain Marine submitted a proposal to construct the Gary Paxton Multi Use Dock under a design-build contract. The Owner established a maximum project cost of $6.8m without additional contingency. In their response, Turnagain not only offered the most comprehensive, highest quality scope, but we also provided the lowest risk proposal to the Owner. The owner provided a geotechnical report but noted that the bedrock elevation was highly variable. The Owner had the contractor claim exposure if the anticipated bedrock elevation and the actual bedrock elevation were inconstant. Turnagain expressly accepted all risk for the differing site conditions and bedrock variability.

The Owner was skeptical that the contractor would take on such a significant project risk and follow through with their commitment if a major change occurred. After winning the project, Turnagain designed 3 foundation options: one for per plan bedrock elevation, one for shallower than anticipated bedrock elevation, and one for deeper than anticipated bedrock elevation. Through competent planning and preparation, Turnagain arrived on-site prepared to install any of the three foundation options.

At the first structure location, the bedrock was 100% deeper than expected. At the second structure location, the bedrock was 75% shallower than expected. Turnagain adapted their means and methods, installed the appropriate foundation option, and completed the project on time and for the pre-established lump sum amount without filing a request for additional compensation.

Turnagain, views alternative delivery construction projects as opportunities to provide progressive owners with the highest value attainable. Fundamentally, value is attained only when each aspect of the project; scope, schedule, cost, safety, risk, and quality are genuinely optimized across all phases and elements of the project. Alternative delivery methods, including Design-Build, allow Turnagain to utilize its extensive marine infrastructure development knowledge and experience to participate as a true partner with the Lutak Dock Replacement stakeholder team—collaboratively delivering the best solutions to meet the program goals.

Starting with the end objective in mind, Turnagain will establish and has in fact already begun to establish a balance between project objectives and the completed project requirements that results in the greatest tangible value to Haines Borough and its vendors. The team will systematically break down the project focusing development efforts on elements that have the greatest influence on scope, schedule, cost, safety, risk, and quality. This methodology focuses efforts where they will yield the greatest and ultimately the most value possible to the Haines Borough. Due to the accelerated project schedule, Turnagain's previous work on this facility and on similar dock and terminal similar site locations provides an opportunity to shift more effort towards project optimization and collaboration with the Haines Borough.

Turnagain has thoroughly reviewed the RFP documents including the proposed contract form and is prepared to furnish a fully compliant scope of service and a highly effective progressive design-build team. The scope requirements and deliverables outlined in the RFP are acknowledged and will be delivered as required. In addition to the mandated review points (35%, 65%, etc.) and the specific deliverables they trigger, Turnagain desires to work closely with the overall project team to provide real-time collaboration to minimize re-work and backtracking from changes identified at the formal review points. Collaborative development of the milestone design sets will increase the efficiency and effectiveness of the preconstruction team efforts.

Compromise

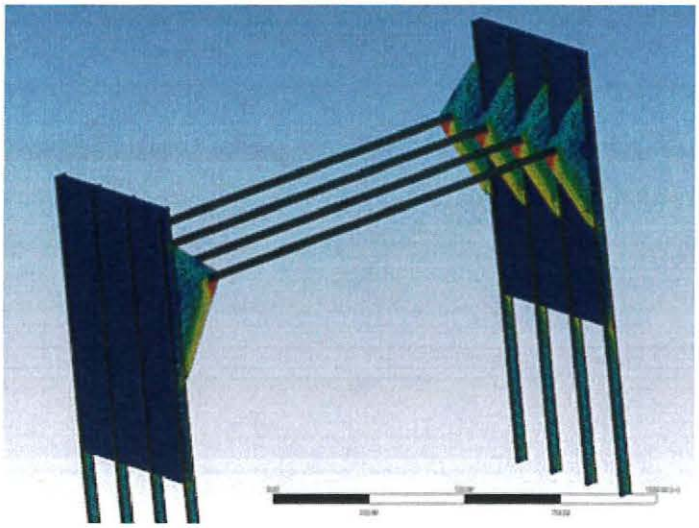
Turnagain's portfolio demonstrates the drive to uphold our client's best interest and provide mutually beneficial solutions to challenges encountered through the project lifecycle. Although TMC's proposed design checks all the boxes, we are open to comments that will increase the value of the result since ensuring exceptional project delivery is in everyone's best interest, including the Haines Borough team, its stakeholders, and TMC. Turnagain is committed to thoroughly vetting all design and construction comments regardless of their source. In the event of an impassable disagreement, Turnagain will defer to our own 3rd party design QC and the Borough's independent consultants to collaborate on an objective solution. Despite all the challenges marine construction poses, Turnagain has a proven record of successful project completion and return clients.

Turnagain is committed to providing fair and transparent pricing throughout the project life cycle. Haines Borough will be provided access to Fonn Construction Management Software, HCSS software, and native files in addition to scheduled PDF reporting updates. Upon Haines Borough's acceptance, Turnagain will be able to place firm cost estimates early on in the project cycle, alleviating financial uncertainty.

2. Maximize Design Within Limited Budget

A. Overall Approach

As a design-build firm, Turnagain performs all structural design, development, and construction in house. Our engineering and construction teams are completely integrated, and all design development is fully dissected and analyzed throughout the design and development process to ensure that design and construction meet the project budget and schedule. Turnagain is equipped to develop design and plan construction simultaneously, locking down material specs for early procurement.



Beyond our ability to adapt the site-specific design elements, Turnagain is adept at managing progressive design-build to achieve maximum efficiency and value.

- Turnagain will finalize a series of early work packages that allow for expedited procurement.
- Turnagain is prepared to concurrently advance the permitting process and procurement activities if Haines Borough funding allows. Turnagain has been successful at shortening project durations and mitigating escalation risk using this method on previous Alaska design-build projects.
- Turnagain has a fully onboarded team of subcontractors, sub-consultants, material suppliers, fabricators, and a design team ready to aid in the progressive design-build process.

In addition to Turnagain's management philosophy, the Turnagain team has developed a preliminary plan for this project that eliminates most of the demolition cost. In the process of determining the best value design solution, Turnagain thoroughly considered several structural retrofit options, multiple new pile-supported pier options utilizing different steel and precast concrete elements, and both cantilevered and cellular sheet pile bulkhead options. Turnagain's comprehensive alternatives analysis also considered the demolition effort, construction cost, timeline, and life cycle of many different concepts. After comparing all the design alternatives, Turnagain recommends replacing the existing structure with a pipe-pipe combi wall bulkhead with tiebacks to secure the best long-term solution. The new bulkhead will be driven three to four feet outside of the existing structure. The remaining structure will remain in place and be buried during new dock fill operations, eliminating nearly all demolition for this project. This recommended design will provide the Haines Borough with a world class multiuse facility for the next 50 plus years. The recommended facility will function well year-round as a freight/moorage dock. The proposed design also incorporates environmental sustainability elements, and provides in Turnagain's opinion, the best possible solution for meeting the goal of substantial completion by December of 2024 within or below budget.

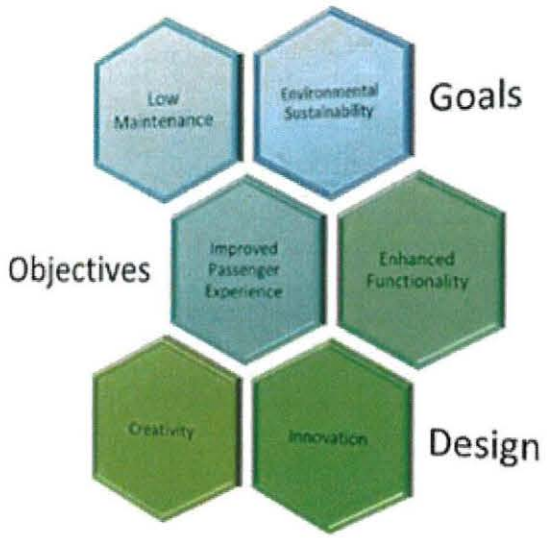
B. Strategies & Design Ideas

I . IDEAS FOR CREATING SPACES THAT WILL HAVE FLEXIBLE USE OVER TIME

As most ports in Alaska service many different types of vendors and vessels, large and small, it is understood that the new Lutak facility must provide flexibility to service a number of different vessel types and sizes. Turnagain assists in creating flexible spaces through the following features:

FENDERING

Turnagain will reach out to the Borough for a list of vessels that will utilize the facility. After review of the vessels, Turnagain will develop a fendering system that caters to all vessels at different locations along the face of the dock. The properly designed and spaced fender system will encourage use of the dock by a number of different vessels and industries.



MOORING DEVICES

To accompany the well-designed fender system, Turnagain will provide mooring bollards and cleats that provide safe mooring capability for a wide range of mooring lines and vessels. Devices will be spaced according to vessel requirements provided during stakeholder review.

BARGE RAMP ACCESS

Utilizing a full 700-foot bulkhead dock approach, Turnagain will have the ability to develop a docking face that has multiple barge access points in the form of notches, similar to what is provided at the Alaska Marine Lines facility in Seattle, WA. Utilizing a full 700-foot dock face with multiple ramp locations the facility would be set up to accept multiple barges at any given time. In addition to the multiple ramp locations, sections of bullrail along the face of the dock will be made removable to allow for additional flexibility for vessel transfers. In both instances vendor and stakeholder input will assist in determining prime locations for ramp and removable bullrail locations.

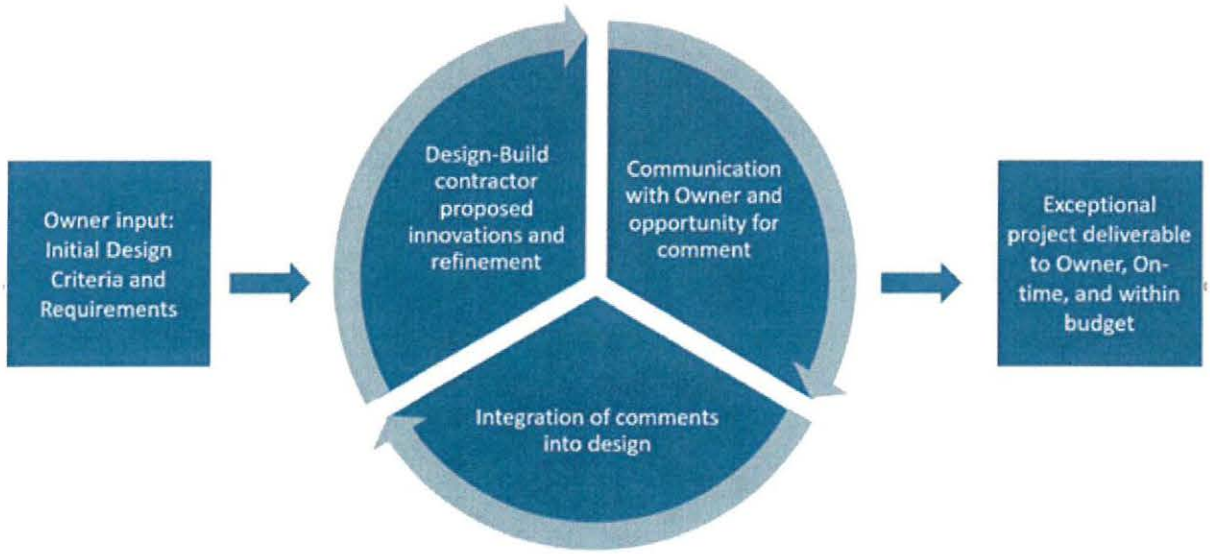
FULL UTILITY PACKAGE

As the type and size of vessels that utilize the facility will vary greatly, Turnagain will provide a utility suite at multiple points along the face of the dock to accommodate multiple vessels at once. Turnagain will work with the Borough and its stakeholders to determine what utilities are required and in what locations.

II . INCORPORATING STAKEHOLDER INPUT INTO THE DESIGN

Prior to and during design the Turnagain team will reach out to the Haines Borough and its stakeholders for design coordination in efforts to provide a facility that fits a variety of vessels and industries. A design development kick off meeting will be scheduled after the project has been awarded. During this meeting Turnagain will welcome initial thoughts and ideas from the Borough and stakeholders to assist in design development. During design development up to 65% design submittal, Turnagain will hold weekly meetings with the Borough and stakeholders of their choosing. Meetings will focus overall design progress and on the salient features, such as fender system layout, barge ramp access locations, bollard spacing, etc., that effect the end stakeholders.

In addition to weekly meetings, the Borough will be provided a two-week review period after 35% and 65% design package submissions to provide comments on the design development, overall layout and facility features. At the completion of these review periods a meeting will be held to discuss the comments provided. Having all the major comments addressed during 35% and 65% review allows Turnagain to develop 95% and IFC drawings very efficiently.

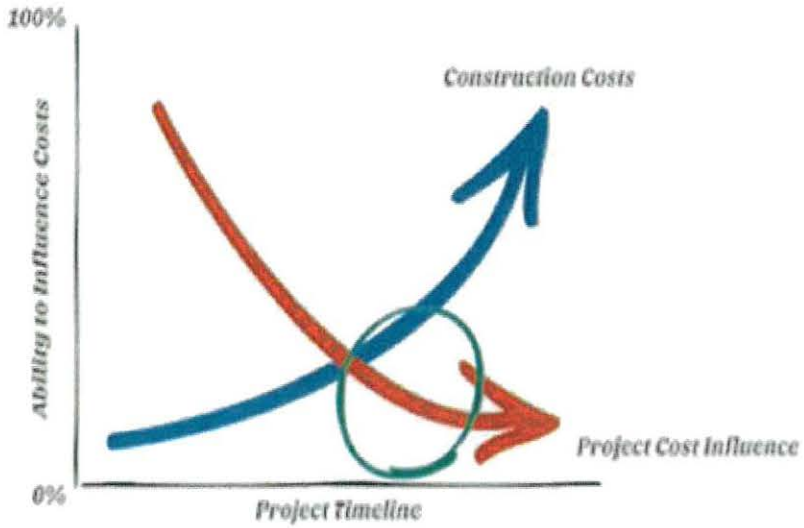


III . INNOVATIVE CONSTRUCTABILITY SOLUTIONS THAT COULD REDUCE OVERALL BUDGET

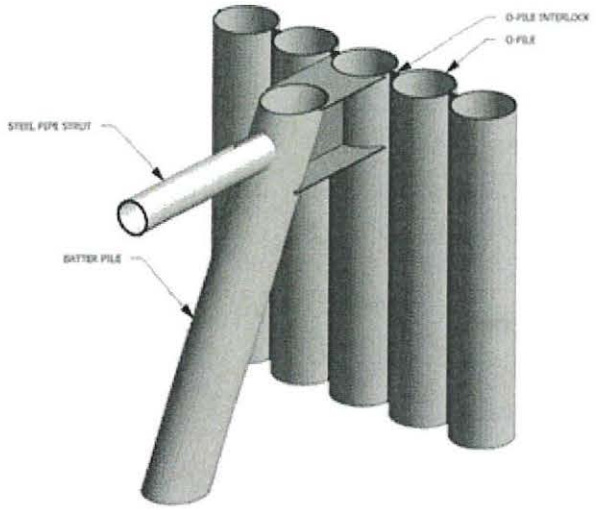
As Turnagain has assessed the project it has developed a design and construction plan that allows flexibility in construction means and methods and also eliminates the majority of the demolition requirements of the previously supplied concepts. Turnagain will build the new pipe-pipe bulkhead wall offshore of the existing bulkhead structure, encapsulating the existing structure. After the new pipe-pipe bulkhead is installed, the existing structure will be buried as is and not require removal. Burying the existing bulkhead structure reduces overall project budget and significantly reduces unforeseen environmental impact.

In addition to eliminating demolition of the existing dock structure, Turnagain's proposed means and methods afford the project much flexibility during construction of the new facility. Building outside of the existing facility provides Turnagain the option to construct the new facility from the waterside via barge or from a land-based operation on the existing facility. Schedule constraints are not expected, but if necessary, Turnagain will be prepared to construct the facility from uplands and waterside.

The elimination of demolition of the new facility and the installation of the new facility outboard allows for much of the existing facility to remain open and operational during construction. Turnagain has had great success on previous projects at active freight and cruise facilities, working with municipalities and port departments to allow for active use of the existing facilities during construction. For instance, Turnagain constructed a new bulkhead structure for the City of Unalaska from 2017 to 2018, during this period the International Port of Dutch Harbor did not miss a port call. Turnagain will work with the Haines Borough and stakeholders to limit the amount of strain the construction places on freight and other services in and out of Haines.



IV . TURNAGAIN LUMP SUM BULKHEAD OPTION

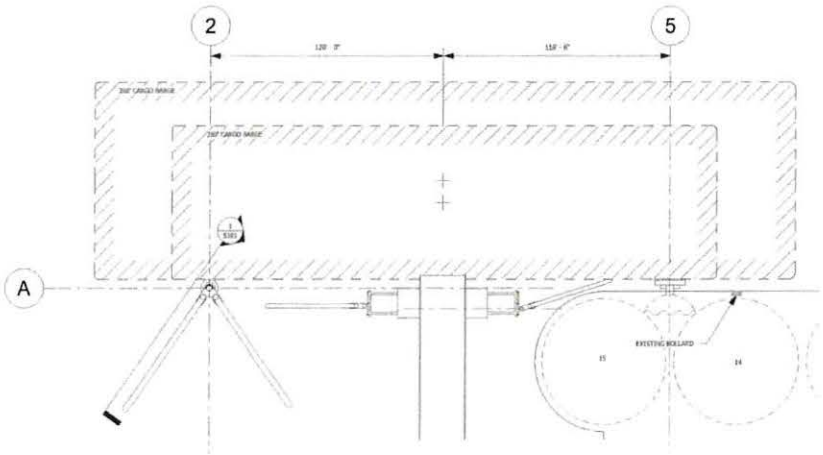


Turnagain has thoroughly reviewed the RFP and associated concepts and has developed a pipe-pipe bulkhead system that encapsulates the entire existing facility and Alaska Marine Lines barge ramp. The new facility will provide a longer dock face and an overall larger square footage than the existing facility. Turnagain will design and install this pipe-pipe bulkhead system for a Lump Sum Price of $25,000,000.00. The longer dock face and added footprint provides the Haines Borough and its stakeholder added capacity and flexibility to utilize the community's resources to its full potential.

C. Challenges

One of the substantial challenges with developing the new design for this facility is providing the Haines Borough a facility design that provides the public and community the resource they need to provide stability and commerce for years to come. Turnagain understands this challenge and is developing a design that fits a number of vessels and industries very well rather than one vessel and industry perfectly. As discussed in the above section, Turnagain has a formal plan in place to ensure all community and stakeholder input is incorporated into the design of the new facility.

A second challenge that comes with any marine construction facility design and installation in Alaska is the variability in geotechnical conditions. During design and construction Turnagain will assume all geotechnical risk associated with the facility location. The Turnagain team has worked on projects that require shallow bedrock foundations throughout Southeast Alaska and employs a fleet of specially trained employees and equipment to successfully install piling in these conditions. The team has also previously installed socketed and drilled shaft piling at this location while constructing the new AML ramp and dolphins. Turnagain understands the conditions at this particular site far better than any other contractor.



An additional challenge that the Turnagain team has discovered when developing design concepts was the incorporation of the north end existing structures into the new facility. The north existing structures are relatively new, being constructed in Fall of 2020. After developing concepts Turnagain has identified ways to incorporate the existing structures into the new design. The main structure of concern on the north end of the facility is the three-pile berthing dolphin. The dolphin, constructed in 2020, was installed utilizing a drilled shaft foundation, followed by concreting the piles to just below the cap. The installation technique of this dolphin makes it extremely difficult to remove from its current position. The dolphin in its current position is useless to the new proposed facility that includes a berthing line that is shifted four feet offshore. The Turnagain design team has developed a concept that adds additional pile and framing to the existing dolphin that will push the tire fendering out to align with the new berthing face. Utilizing the existing dolphin as well as expanding the berthing face to the north affords the new facility approximately 190-feet of additional berthing space, 100-feet of bulkhead and 90-feet of open space to the berthing dolphin.

D. Communication & Collaboration

To ensure proper involvement by the Haines Borough and its stakeholders, Turnagain will utilize Fonn project management software for the implementation of this project. Fonn will be utilized during design, construction and closeout to provide efficient design document, submittal and RFI review. Different users will be provided different access restrictions depending on relevance to the project. Design documents, construction work plans, product data, etc. will be submitted to multiple parties for final review and buy off prior to implementation into the project.

Additionally, as discussed in previous sections of this RFP response, the project team will utilize weekly design meetings. These weekly meetings will be continued into the construction and closeout of the project. Communication and collaboration will continue throughout the construction phase to address any field conflicts or changes in design that may be required.

3. Project Controls, Cost Tracking and GMP Development

A. Three Strategies for Exceeding Project Goal 3

Turnagain excels at delivering quality facilities under fast-paced timelines while maintaining the budget. The team at Turnagain benefits from the efficiency gain of having an in-house design team, allowing Turnagain to be nimble during the design and costing efforts, and to adapt and grow the design with the owners and stakeholders in each project. Some key strategies that Turnagain employs are listed below.

1 Early and continuous collaboration between design and construction teams—The design and construction teams at Turnagain are all located in the same office. Both teams are involved in the entire process creating an environment where concepts can be proposed, vetted, and estimated in almost real time. With stakeholder involvement, this means that Turnagain can quickly turn around conceptual drawings and packages to facilitate scope definition. Turnagain has leveraged this collaborative structure successfully on past projects with tight schedules and budgets.

2 Front-loaded design efforts and early permit submittal—Once contracted and with a defined scope reached through stakeholder collaboration, Turnagain immediately invests significant effort into a robust early design package through 35% drawings. The in-house engineering team can deliver high-confidence design packages quickly to release long-lead procurement packages and maintain project schedule ahead of the finishing design touches. The team also frequently looks to shift fabrication to controlled environments where possible including for weldments and pre-cast concrete. Not only do these front-end efforts reduce on-site construction time, but they increase the quality of the final product. Early release packages are key to allowing for prefabrication efforts to be planned and executed within the project timeline.

Additionally, as soon as a concept is locked down and agreed upon with the stakeholders, Turnagain will release permit drawings and apply for the construction and IHA permits. Through close collaboration and history with local permitting agencies and subcontractors Turnagain has developed a process where we are able to submit permit applications early with conservative but realistic information, fast-tracking the project timeline.

3 Risk tolerance and sharing—Turnagain is willing to take on reasonable risk to keep a project moving forward. In the past, Turnagain took on the risk of uncertain geotechnical conditions on a project with a fixed budget. The team arrived to the project for construction prepared to address 3 different field conditions. In the end, bedrock was 100% deeper than planned in one of three footings, and 75% shallower than planned in one of three footings. Turnagain completed the project even with the varying site conditions within budget and at the previously agreed upon GMP.

Through a project lifecycle, there are going to be risks that can not be completely mitigated for a reasonable cost. Turnagain recognizes this and is willing to work with the owner to share and/or completely assume the risk where it makes sense operationally, and where Turnagain is best suited to do so.

B. Monitoring, Reporting & Managing Costs

Turnagain leverages several supporting project management software systems for reporting and tracking progress and deliverables. These include Viewpoint Spectrum, Fonn, and Primavera P6.

I.

Turnagain will contractually commit to providing 4-each project concepts that can be constructed **within the available project funds**. Turnagain excels at Design-To-Budget project development. Too often, firms design projects that exceed the available funds jeopardizing the project schedule, wasting resources, and increasing design cost. For Turnagain, a project is only a success if it gets constructed and meets the Owner's expectations once in service.

Viewpoint Spectrum will be used to track all project related costs including subcontracts, Purchase Orders, and invoicing. Spectrum provides a real-time snapshot of the overall project finances. Periodic monthly reports will be made available to the owner, and more frequent reports can be pulled by request.

II.

Communication is key to maintaining a successful and high-quality project delivered within budget and on schedule. Turnagain is practiced at delivering early fixed price projects. With the tools and experience the team has, we will present a baseline schedule, concepts, and pricing early in the collaboration process as a starting point for discussions. The presented information will be open for refinement, comment, and negotiation, but will also be ink ready. Turnagain is willing and capable of progressing this project at the pace desired by stakeholders.

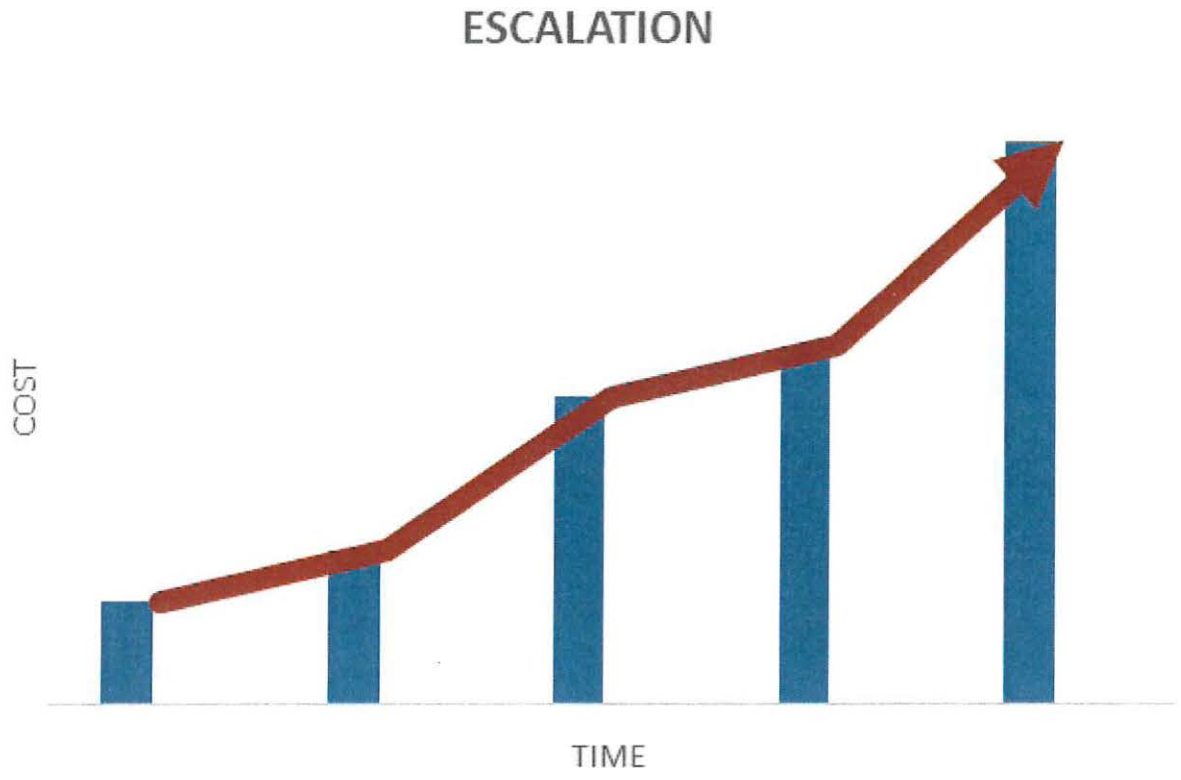
These baseline exhibits will be set and maintained for the duration of the project. Fonn, will be our communications platform for information and documentation sharing with all project stakeholders and involved parties. Leveraging Fonn in conjunction with Spectrum, all costs, submittals, contracting, and other documentation will be made readily available.

III.

Turnagain has a full spectrum of design-build subcontractors that we have successfully worked with in the past and who are ready to take on sub scopes within the project. The estimating, construction, and structural-civil design professionals who will be working on this project are co-located in Anchorage Alaska, specifically for the purpose of effectively planning and executing Alaskan design-build projects. Sub-consultants for mechanical and electrical have been vetted by Turnagain on previous successful projects. The project team will be available to meet with the Haines Borough and other stakeholders virtually or in person at their Haines facility headquarters throughout all stages of the contract. Previous work has fostered valuable working relationships with these subcontractors and subconsultants. Their input is valued and acknowledged. Turnagain knows areas where we provide the best value and recognizes where to lean on outside expertise.

IV.

With the current market, escalation is the primary risk to a GMP contract.



V.

Turnagain has developed similar concepts to 65% design and has priced a similar project within the last 6 months. We know the market and have a current feel for costs. We keep tabs on and maintain good working relationships with our supply network. Through these connections Turnagain is often able to identify materials of opportunity or surplus materials and lock down prices that may not otherwise be achievable. With our previous experience and network, Turnagain remains confident that we can provide and perform to a GMP within the Borough's budget despite market conditions. Highlighted contributors to our success include:

- Extensive vendor network
- Recent experience pricing similar concepts
- Strong relationships with permitting agencies and subcontractors
- Past history of repeat clients speaks to our capacity to deliver best value and highest quality facilities

C. Phase 1 Level of Effort

Lutak Dock Replacement			
Phase 1 Deliverables			
Exhibit C 1.03 Scope Item	**Scope Item**	**Key Team Members**	**Hours**
A	Review analyze and validate the initial BOD	Josh Zellmer, PE	20
A	Review analyze and validate initial budget	Chris Nielsen Jason Davis	20
A	Review analyze and validate initial schedule	Chris Nielsen	16
A	Review analyze and validate Commercial terms	Chris Nielsen Jason Davis	24
A	Review analyze and validate other "Owner Provided Information"	Josh Zellmer, PE Chris Nielsen	80
B	Perform Site investigations	Chris Nielsen Jason Davis	48
B	Perform environmental assessments	Solstice AK	80
B	Review regulatory and legal authority and restrictions	Solstice AK	80
C	Collaborate with owner to develop new concepts	Josh Zellmer, PE Jason Davis	80
D	Study Sustainability objectives in BOD	Josh Zellmer, PE Jason Davis	32
E	Collaborate with owner on design and functionality to develop final BOD	Josh Zellmer, PE Chris Nielsen	40
F	Develop Collaboratively the Final BOD	Josh Zellmer, PE Chris Nielsen	40
F	Develop collaboratively final schedule	Chris Nielsen	40
F	Develop collaboratively final GMP	Jason Davis	48
G	Phase 1 Schedule	Chris Nielsen	32
G	Prelim SOV	Chris Nielsen	16
G	Prelim cost model	Chris Nielsen	16
G	Subcontractor Procurement Procedure	Chris Nielsen	16
G	Project Safety and Job Hazard Analysis	Chris Nielsen	40
G	BIM Protocol	Josh Zellmer, PE	32
G	Prelim Project Schedule	Chris Nielsen	32
G	Monthly Schedule Updates	Chris Nielsen	16
G	Monthly SOV updates	Chris Nielsen	16
H	GMP Proposal	Jason Davis	32

D. Communication Deliverables

Turnagain will provide the following to aid in communications and transparency through the Design-Build process.

FONN

- Fonn access for real time status visibility and file share between all stakeholders and the Design-Build team.

P6 SCHEDULE PDF DOCUMENTS

- Updated schedules during development at two-week intervals through the Phase 1 process

SCHEDULE OF VALUE PDF DOCUMENTS

- Updated SOV at two-week intervals through the Phase 1 process. Example below.

CONTRACTOR SCHEDULE OF VALUES

HAINES - LUTAK DOCK REPLACEMENT

TURNAGAIN MARINE CONSTRUCTION

INVOICE DATE:
PAY ESTIMATE NO.:

CHG#	BILL ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	FEE TOTAL	QTY PREVIOUS	QTY CURRENT	QTY TO-DATE	% COMPL	$ VALUE TO DATE	$ REMAINING
1	1	MOBILIZATION	1	LS	$0.00	$0.00	$ -	$ -	$ -	0.00%	$ -	$ -
2	2	PERMITS	1	LS	$0.00	$0.00	$ -	$ -	$ -	0.00%	$ -	$ -
3	3	MARINE MAMMAL MONITORING & QUALITY CONTROL	1	LS	$0.00	$0.00	$ -	$ -	$ -	0.00%	$ -	$ -
4	4	TRESTLE & TRANSFER SPAN	1	LS	$0.00	$0.00	$ -	$ -	$ -	0.00%	$ -	$ -
5	5	INSTALL ELECTRICAL SYSTEM	1	LS	$0.00	$0.00	$ -	$ -	$ -	0.00%	$ -	$ -
9	9	UPLAND WORK	1	LS	$0.00	$0.00	$ -	$ -	$ -	0.00%	$ -	$ -
12	12	WATER/CATHODIC SYSTEM	1	LS	$0.00	$0.00	$ -	$ -	$ -	0.00%	$ -	$ -
		TOTALS				$ -	$ -	$ -	$ -	0.00%	$ -	$ -

MANAGEMENT OF CHANGE LOG

- Updated and maintained in real time and uploaded to Fonn

Change Log

Change #	Date	Initiator	Description	Status	Program Update	Action Required	Bill In Court	Notes	Cost Impact
1	2/13/2022	John Smith	Example change order 1	Rejected	Rejected due to dispute	No	n/a		
2	3/5/2022	John Smith	Example change order 2	Approved	Finalized and information distributed	No	n/a		
3	4/1/2022	John Smith	Example change order 3	Pending	Response required	Yes	John Smith		

RISK MATRIX

- To be developed and reviewed with the Borough through Phase 1
- Maintained and referenced through project execution

Risk Register		Consequence				
		Negligible	Minor	Moderate	Significant	Major
Likelihood	Almost Certain					
	Likely					
	Possible					
	Unlikely					
	Rare					

Risk Legend:
Low
Medium
High
Very High
Extreme

4. Construction Management, Sequencing & Scheduling

A. Plan

Turnagain has the capability of delivering this project on or ahead of schedule.

EFFICIENCIES IN SCHEDULING

Turnagain excels at designing to a budget and providing early cost certainty. By identifying accurate construction cost early in the design phase, solutions and optimization can occur without impacting the schedule or the quality and scope of the development.

Working the design simultaneously with the construction team and stakeholder input creates an environment where Turnagain maximizes productive planning for the project and eliminates disputes between the design and construction teams. Our design team continually communicates and refines design with the management team and stakeholders to optimize constructability and minimize project cost impact and duration. This eliminates the backtracking that often happens even under design-build contracts where the design and construction teams are not all under one roof. The result is a refined design that often is almost shop-drawing ready by the 65% drawing package or even sooner. An added benefit to this is the speed with which our team can develop the design and release work packages.

Turnagain plans to execute this project in the same manner. Upon award, we will focus effort to work towards a cohesive concept with the stakeholders and get permitting packages submitted. From there, we will detail the design with focus on long lead procurement packages that can be released individually. With the permitting in the works and long leads on order, Turnagain will shift gears to detailed construction planning and optimization of our on-site construction efforts. Turnagain has successfully implemented this process in delivering projects on-time or early for clients in the past.

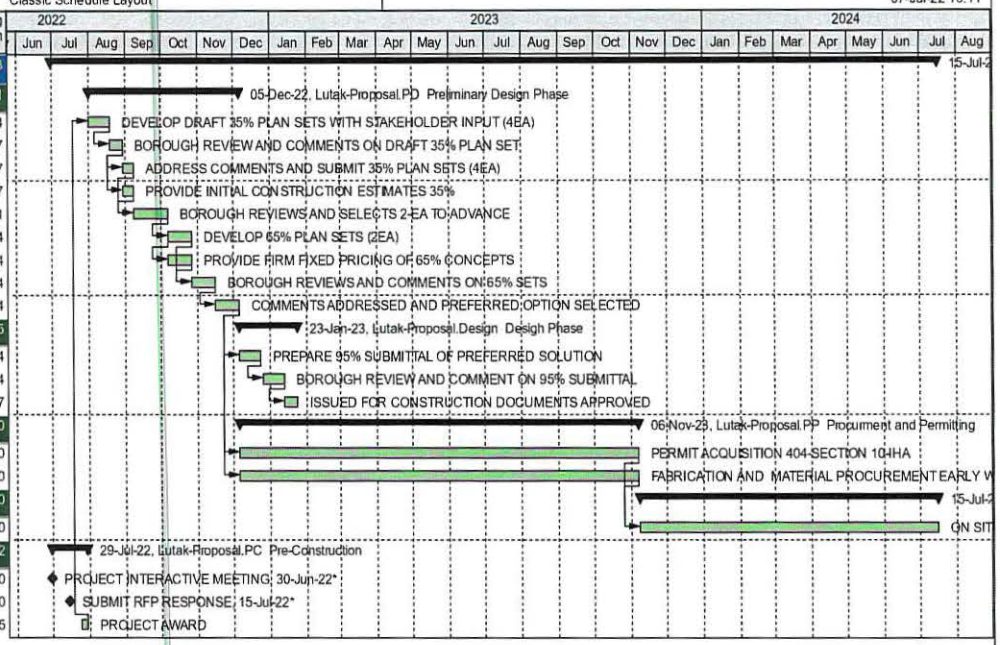
EFFICIENCIES IN CONSTRUCTION SEQUENCING

Our team is currently in the planning stage of design and construction a 1400' long O-pile bulkhead structure. Many of the construction methods will carry over to the owner's concept for the Lutak dock replacement project. Together with the owner, Turnagain will develop the concept into a design that best satisfies all owner and functional goals of the project. Once defined, Turnagain will apply our past knowledge of varying construction techniques to select the most efficient means of construction with the best chance for success at the location. Turnagain is committed to maintaining schedule and budget, and regardless of whether the best method is the most economical or least economical, Turnagain will not let that dictate the direction we proceed and will not pass on unexpected cost to the owner once under contract at an agreed upon GMP.

Optimizing CONSTRUCTABILITY - Our proven methodology
Constructability and value integration are best achieved when our specific project development process is followed.
UNDERSTAND
Do whatever it takes to understand the end users' needs inside and out. Know what is important to them, know their priorities, understand where they are flexible, and respect what operational conditions cannot be compromised.
EVALUATE
Evaluate all potential concepts to select the structural solution that best achieves the project objectives. Consider how environmental elements, contractor capabilities, project risks, and lifecycle costs effect overall value.
DEVELOP
Progress the design sufficiently to identify primary element materials, sizes and styles. Initiate outreach to vendors and fabricators to optimize the high-level characteristics of the primary elements
REFINE
After primary elements are selected engage our company resources and industry partners to collaboratively optimize every detail and element that effect value.
OPTIMIZE
Leave no stone unturned- create value

Haines Lutak | Classic Schedule Layout | 07-Jul-22 10:11

Activity ID	Activity Name	Original Duration	Start	Finish	Remaining Duration
Lutak-Proposal Haines Lutak		533	30-Jun-22	15-Jul-24	533
Lutak-Proposal.PD Preliminary Design Phase		91	01-Aug-22	05-Dec-22	91
A1040	DEVELOP DRAFT 35% PLAN SETS WITH STAKEHOLDER INPUT	14	01-Aug-22	18-Aug-22	14
A1050	BOROUGH REVIEW AND COMMENTS ON DRAFT 35% PLAN SE	7	19-Aug-22	29-Aug-22	7
A1060	ADDRESS COMMENTS AND SUBMIT 35% PLAN SETS (4EA)	7	30-Aug-22	07-Sep-22	7
A1110	PROVIDE INITIAL CONSTRUCTION ESTIMATES 35%	7	30-Aug-22	07-Sep-22	7
A1070	BOROUGH REVIEWS AND SELECTS 2-EA TO ADVANCE	21	08-Sep-22	06-Oct-22	21
A1080	DEVELOP 65% PLAN SETS (2EA)	14	07-Oct-22	26-Oct-22	14
A1120	PROVIDE FIRM FIXED PRICING OF 65% CONCEPTS	14	07-Oct-22	26-Oct-22	14
A1090	BOROUGH REVIEWS AND COMMENTS ON 65% SETS	14	27-Oct-22	15-Nov-22	14
A1100	COMMENTS ADDRESSED AND PREFERRED OPTION SELECTE	14	16-Nov-22	05-Dec-22	14
Lutak-Proposal.Design Desigh Phase		35	06-Dec-22	23-Jan-23	35
A1130	PREPARE 95% SUBMITTAL OF PREFERRED SOLUTION	14	06-Dec-22	23-Dec-22	14
A1140	BOROUGH REVIEW AND COMMENT ON 95% SUBMITTAL	14	26-Dec-22	12-Jan-23	14
A1150	ISSUED FOR CONSTRUCTION DOCUMENTS APPROVED	7	13-Jan-23	23-Jan-23	7
Lutak-Proposal.PP Procurment and Permitting		240	06-Dec-22	06-Nov-23	240
A1160	PERMIT ACQUISITION 404-SECTION 10-HA	240	06-Dec-22	06-Nov-23	240
A1170	FABRICATION AND MATERIAL PROCUREMENT EARLY WORK F	240	06-Dec-22	06-Nov-23	240
Lutak-Proposal.CP Construction Phase		180	07-Nov-23	15-Jul-24	180
A1180	ON SITE CONSTRUCTION	180	07-Nov-23	15-Jul-24	180
Lutak-Proposal.PC Pre-Construction		22	30-Jun-22	29-Jul-22	22
A1190	PROJECT INTERACTIVE MEETING	0	30-Jun-22*		0
A1000	SUBMIT RFP RESPONSE	0	15-Jul-22*		0
A1020	PROJECT AWARD	5	25-Jul-22*	29-Jul-22	5



Actual Level of Effort | Actual Work | Remaining Work | Critical Remaining Work | Milestone | summary

Page 1 of 1

TASK filter: All Activities

B. Performance Requirements & Optimization

Though the project goals are well-defined in the RFP, Turnagain will place initial focus on working with stakeholders and through them, the local community to clarify and incorporate any additional objectives and features into the design of the dock. Turnagain, at the request of the owner, will attend in-person meetings with the stakeholders and/or town hall style meetings with the local community to field and address any questions or comments that arise. Turnagain is confident that we can work towards a solution that achieves or exceeds all goals and which is also accepted by the community. These initial efforts are recognized as paramount to delivering a high quality and high value facility to not only the owner, but the community as well.

Meeting the project goals with design is only the first step. The project must be executed to the standards set by the both the stakeholders and Turnagain ourselves. On the Lutak Dock Replacement project, Turnagain's construction staff and design team will implement a system of checks and balances, audit practices, deficiency logs, management of change, and quality management processes that ensure the design is properly implemented in the field.

Through the design process, Turnagain will coordinate peer review for submitted packages and calculations. Peer review will include review of calculations, design, package compilations, constructability, risk, and cost impact. Findings will be documented and communicated with appropriate parties. Turnagain takes pride in having a history of successful lowest cost bids and project completion with zero contractor-initiated change orders. A major contributor to this successful record is the readily available design team, their attention to detail, and the teamwork of the entire Turnagain crew in delivering projects that meet or exceed Owner spec. With our design team in the home office, review during all project phases occurs naturally and expeditiously to create the highest value deliverable project.

During construction, although Turnagain maintains a dedicated quality manager to oversee and lead quality review efforts, our drive to provide top quality results is a culture within our crews. Turnagain fosters a "see it, own it" mentality that filters down to each and every crew member. Any member of the team, subcontractor, or direct hire is encouraged to ask questions and raise a question if something looks out of place. Turnagain recognizes that delivery of a high quality final product that meets all specifications is a whole team effort from the lead Project Manager, all the way through to the laborers performing the installation.

C. Maximizing Safety

Turnagain is committed to maintaining a safe work environment for employees. There is significant inherent risk to the work that Turnagain performs. However, with training, engineering controls, pre-work reviews, hazard identification workshops, incident reviews, and team communication, accidents can be prevented before they occur, and near misses can be learned from before they become an accident in the future.

Key principles in Turnagain's safety program include:

TRAINING

- Behavior and situational based on policy and relevant experience
- Effective initial hire foundational training
- Lessons learned from internal experience

CONTROLS

- Policy that is all inclusive based on EM-385, regional and federal standards
- Directives, memo's, instructions, and alerts used as immediate place holders for policy
- Enforced through clear and consistently enforced accountability standards

INCIDENT MANAGEMENT

- Immediate reporting of incidents to enable management of claims and obtain root cause as soon as possible
- Share, through effective messaging, lessons learned post incident
- Follow up with injured employees to ensure they understand the return-to-work process

SAFETY MANAGEMENT SYSTEM

Turnagain Marine has a developed comprehensive corporate safety program based on the OHSA 18001-2007 Safety Systems which is compatible with quality and environmental standards to facilitate future integration of new hazards. This program currently has 21 policies and represents Turnagain Marine's full commitment to the health and safety of all employees and subcontractors. Our site-specific plan will address the specifics for each work activity as well as identify local support resources and facilities while being nested within the corporate safety policy. Training related to competent person level certifications is identified and planned at the supervisor level, based on the employees' title and risk profile. Below you will see the current list of safety policies of Turnagain Marine.

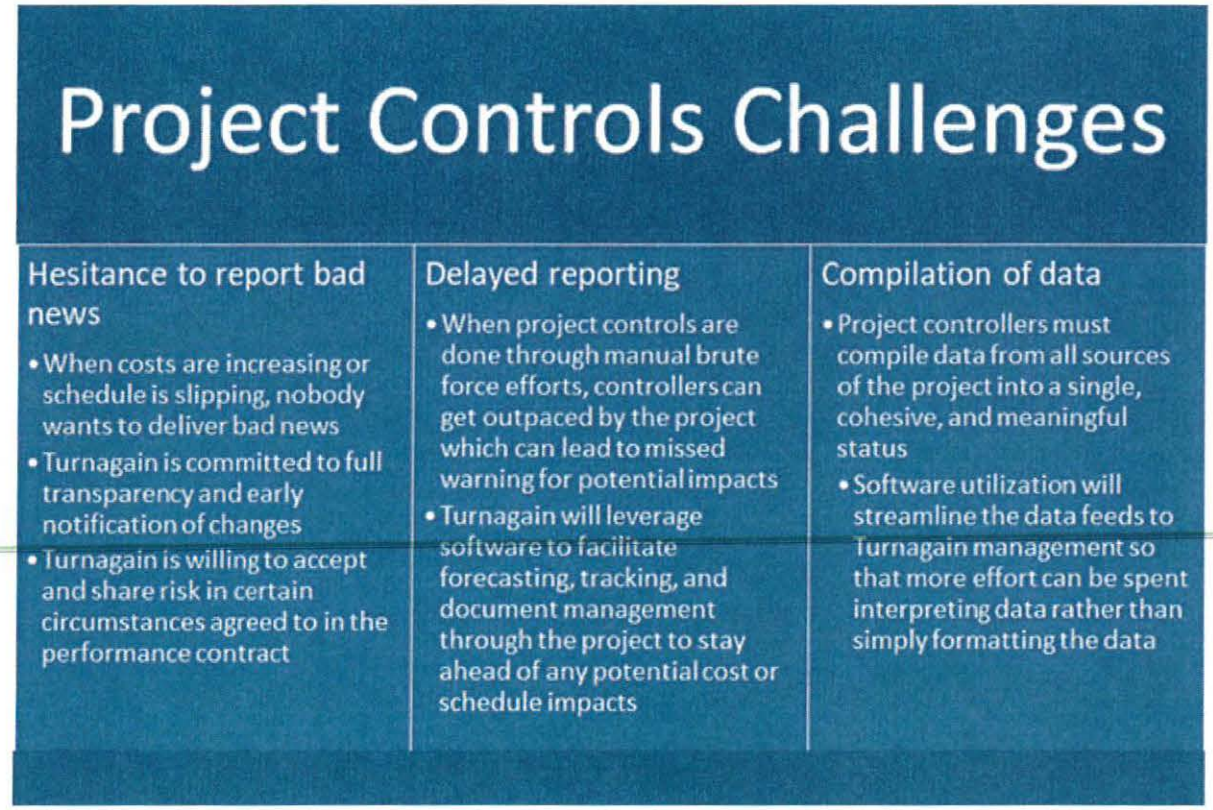
S-01	INCIDENT REPORTING	S-12	PPE
S-02	SILICA	S-13	RESPIRATORY PROTECTION
S-03	SAFETY ACCOUNTABILITY	S-14	ERGONOMICS AND LIFTING
S-04	HAZCOM	S-15	OCCUPATIONAL ILLNESS
S-05	FALL PROTECTION	S-16	FORKLIFTS AND AERIAL LIFTS
S-06	TRENCHING AND SHORING	S-17	CRANES
S-07	LO/TO	S-18	SCAFFOLDING
S-08	TRANSPORTATION SAFETY	S-19	HOUSEKEEPING 5-S
S-09	INCLEMENT WEATHER	S-20	COVID-19
S-10	EMERGENCY SITUATIONS	S-21	RETURN TO WORK
S-11	CONFINED SPACE		

INNOVATIVE APPROACH

Our SSHO will closely monitor all subcontractor work taking place on the jobsite. The SSHO has the authority to rectify any safety related issues on the spot to include stopping work if necessary. All subcontractors will hold weekly internal safety meetings for definable features of work and provide evidence of these meetings to our managing staff. Additionally, all subcontractors working with Turnagain Marine will be evaluated using a comprehensive Safety Checklist. All checklist items requiring action will be corrected immediately. All subcontractor incidents are investigated in accordance with our site-specific safety plan and contract requirements. In addition to regular safety inspections conducted by the Site Safety and Health Officer, a third party Safety and Health Officer will conduct independent and random safety inspections and/or audits to discover, assess and correct unsafe working conditions or at-risk behaviors. The third party SSHO is not utilized for every Turnagain project, but findings and lessons learned from audits often apply to all jobsites and are incorporated into site specific policies.

D. Challenges

Often it is easy to get tunnel vision and chase a single concept without contemplating outside input. Turnagain's portfolio demonstrates the drive to uphold our client's best interest and provide mutually beneficial solutions to challenges encountered through the project lifecycle. Although TMC's proposed design checks all the boxes, we are open to comments that will increase the value of the result since ensuring exceptional project delivery is in all stakeholder's and Turnagain's best interest. Turnagain is committed to thoroughly vetting all design and construction comments regardless of their source. In the event of an impassable disagreement, Turnagain will defer to our own 3rd party design QC as well as any stakeholder independent consultants to collaborate on an objective solution.



Pricing often presents a sticking point in the project development process. Turnagain is committed to providing fair and transparent pricing throughout the project life cycle. The Haines Borough project team will be provided access to Fonn data sharing and project management platform along with P6 native files and scheduled PDF reporting updates. Further, Turnagain is confident in their proposed design to the point that our estimates will not lean on contingent sums to cover risk. Upon acceptance, Turnagain will be able to place firm cost estimates early in the project cycle, alleviating financial uncertainty.

Turnagain understands that the Haines Borough has never utilized Progressive-Design-Build project delivery method and looks forward to assisting in navigating the new challenges. Turnagain has successfully teamed up with Kodiak and Sitka to deliver their first PDB projects. All three projects were a great success for the community and led to additional design-build utilization.

E. Tools

Turnagain has already performed due diligence for this project based on the data made available in the RFP documentation. Turnagain will facilitate frequent open communication between all stakeholders, contractors, consultants, and subs involved in the successful completion of this dock replacement to deliver a final facility in alignment with all project goals.

Project Goals:

1 Design and construct a dock that maximizes the program requirements within the limited budget

Turnagain's ERP software, Spectrum along with our estimating software HCSS, will be utilized to first establish an accurate baseline budget, and then to track the spend progress and forecast any potential overruns prior to realizing them. Once under GMP contract, Turnagain will not pass on additional unforeseen cost to the owner unless previously agreed upon in the contract terms. With the financial tracking well in-hand Turnagain's primary efforts can be focused on refining the design and maximizing delivered value.

2 Execute a successful, collaborative PDB process to produce the envisioned process

Information will be shared through Fonn, keeping all stakeholders up to date on submittals, and project status. P6 will be utilized in conjunction to track the schedule and compare with financials to ensure that the project is on track. The open data sharing ensures that no time is lost to missed emails or delays in file sharing. With these tools and transparency, collaboration becomes an organic process. Milestones will be tracked, and comments vetted, addressed, and recorded. Turnagain will maintain updated versions to accurately project completion costs and dates.

3 Efficient pricing and scheduleSubmit sealed drawings to local authorities and assist with expediting the approval process.

Turnagain is prepared to work with the owner to develop a PDB process suitable for the scope of the Lutak dock replacement. However, Turnagain Marine is also prepared to present a firm fixed price lump sum contract for a replace-in-kind dock design which meets performance and budgetary goals. This approach would ensure the highest value and quickest delivery of the dock replacement.

4 Comply with legal requirements

Turnagain has developed a strong collaborative relationship with local permitting contractors. In 2020, Turnagain installed mooring and breasting dolphins for AML in the location where this work will be performed. We have also completed numerous marine construction projects in the state and are familiar with permitting and regulatory requirements local to the work site.

5 Design for safety

Turnagain will develop a site-specific safety plan for the work to be completed in Haines. All employees and subcontractors working on site will receive training and orientation on site relevant to construction. Additionally, utilizing prefabricated structures, we minimize laborer exposure to hazardous conditions during construction. These efforts also shorten the total on-site duration and allow for us to plan around scheduled operations to mitigate potential simultaneous construction and operation interference.

5. Identification of Projects

All relevant past projects referenced in Turnagain's Proposal were previously listed in the RFQ response. No additional projects have been referenced in this document.

ATTACHMENT A TO REQUEST FOR PROPOSALS
HAINES BOROUGH
LUTAK DOCK REPLACEMENT
PRICE PROPOSAL FORM AND INSTRUCTIONS

I. INSTRUCTIONS

A. Design-Builder's Phase 1 Lump Sum for Overhead and Profit

The Design-Builder's Phase 1 Lump Sum for Overhead and Profit will, if agreed upon by the Owner, be inserted in Section 6.2.1 of the Progressive Design-Build Agreement between Owner and Design-Builder and should be based on the Phase 1 Not to Exceed Amount proposed in Section B below as well as the Phase 1 Level of Effort proposed pursuant to Section VI.B.3.c of the RFP. The parties will negotiate the Phase 1 Level of Effort, the Lump Sum for Overhead and Profit, and the Phase 1 Not to Exceed Amount after award.

B. Phase 1 Not to Exceed Amount

The proposed Phase 1 Not to Exceed Amount will be inserted into Section 6.6.1.2 of the Agreement. The Phase 1 Not to Exceed Amount will not be scored. However, if accepted by the Owner after negotiations, shall become binding on the successful Finalist, subject to the terms and conditions of the Contract Documents.

a. The Proposed Phase 1 Not to Exceed Amount should include all compensation to the Design-Builder during the Phase 1 set forth in the Contract Documents, including but not limited to Exhibit C of the Agreement and proposed in the Phase 1 Level of Effort described in the Management Proposal.

b. The Owner reserves the right to reconcile the various proposals received and also reserves the right to seek best and final proposals for the scope and the cost of the Phase 1 Services and the Phase 1 Not to Exceed Amount; however, by submitting the Phase 1 Not to Exceed Amount, the Finalist warrants the following:

   i. That the Phase 1 Level of Effort described in the Management Proposal is sufficient for the Design Build Team to perform the Work described for Phase 1 in the Contract Documents and provide the Owner with the Phase 1 deliverables as set forth in the revised Exhibit C proposed by the Finalist.

   ii. That the Phase 1 Not to Exceed Amount is sufficient to perform the Work described in the Phase 1 Level of Effort in the Management Proposal.

C. Hourly Rates

Finalists will provide the hourly rates for Key Team Members. The Hourly Rates are not scored but will be incorporated into the Design-Build Agreement as Exhibit D. Separate rates shall be submitted for preconstruction and construction services should they differ.

D. Scoring of Price Proposal

The Design-Builder's Price Proposal shall be scored as follows:

The Finalist with the lowest Price Proposal will receive all fifteen points. The remaining Finalists will receive a proportionate share of the fifteen points, based on the proportion that the Price Proposal for their proposals exceeds the lowest Price Proposal. The points will be rounded to the next lowest whole number. No partial points will be awarded By way of example, if the second low Finalist proposes a Price Proposal that is fourteen percent higher than the lowest Price Proposal, the second low Finalist

II. PRICE PROPOSAL FORM

Turnagain Marine Construction Corporation
Finalist Name

Having carefully examined the Request for Proposal (RFP) for Design-Build Services for the Haines Borough, Alaska Lutak Dock Replacement Project, issued June 17th, 2022 and Addenda numbers 1 through 2, and the Agreement, the undersigned Design-Builder proposes the following Commercial Terms for the Project:

A. Design-Builder Lump Sum for Overhead and Profit that will is proposed to be inserted into Section 6.2.1 of the Agreement: Ten Thousand dollars ($ 10,000.00)

B. Phase 1 Not To Exceed Amount (not scored)

The proposed Phase 1 Not to Exceed Amount is
$ Three Hundred Thousand dollars ($ 300,000.00)

C. Key Team Member Hourly Rates (not scored)

The Hourly Rates for Key Team Members are as follows:

Name	Position	Hourly Rate Preconstruction	Hourly Rate Construction
Any	All	$200.00	$200.00

PROPOSAL GUARANTEE

The undersigned hereby agrees that this Proposal may be accepted by Haines Borough anytime within ninety (90) calendar days immediately following the date indicated herein below, and the undersigned further agrees to submit a fully executed Agreement prior to the issuance of the Notice to Proceed that includes the Commercial Terms proposed in this Price Proposal Form.

PROPOSAL FROM:

Turnagain Marine Construction Corporation
(Finalist Firm Name)

Jason Davis 07 / 15 / 2022
(Authorized Representative Signature and Date)

Jason Davis, President
(Representative's Printed Name and Title)

CONE39620
(State of Alaska Contractor's License No.)

Alaska Business License # **1007444**

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

TURNAGAIN MARINE CONSTRUCTION CORPORATION

8241 DIMOND HOOK DR UNIT A, ANCHORAGE, AK 99507

owned by

TURNAGAIN MARINE CONSTRUCTION CORPORATION

is licensed by the department to conduct business for the period

November 17, 2020 to December 31, 2022
for the following line(s) of business:

23 - Construction

THE SEAL OF THE STATE OF ALASKA

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner

Overall RFP Evaluation Summary Form
Haines Lutak Dock Replacement

Scoring Criteria (Request for Proposals, Section IV.F)

Response to RFP		
	Overall Management Approach	30 points
	Maximize Design	15 points
	Project Controls, Cost Tracking and GMP Development	20 points
	Construction Management, Sequencing and Scheduling	15 points
Price Components		20 points
Total Points		**100 points**

Team Scores

	Overall Management Approach	Maximize Design	Project Controls	Constr. Mgmt	Technical Score	Price	
Pacific Pile	16	8	14	9	47	1	48
Turnagain Marine	25	15	18	12	70	20	90
Western Marine	20	8	10	13	51	10	61

Evaluation Summary Form
Haines Lutak Dock Replacement

Design-Build Team: Pacific Pile

Criteria	Strength	Weakness	Score
Overall Management Approach (max 30 points)	• The response is adequate • They narrative demonstrates that they have depth and experience in the project type, and they have qualified field personnel and equipment. • The narrative contained a good discussion regarding stakeholders. • They have experience in Haines harbor. • The discussion on collaboration was a positive.	• In the meeting/interview the team talked at the Borough and didn't engage with the Borough. They seemed for more focused on themselves than the project. • The approach was merely adequate and didn't really distinguish from the baseline requirements. • People who were managing meeting were the executives, not the people in the field with whom the Borough would engage. • Executive kept talking over the project manager. Teamwork appeared lacking. • Previous experience with Borough had a lot of turn over with supervisory personnel (4 or 5 different people), and the project was not efficient. Further, the project ended in a claim. • The previous project with Pacific Pile didn't demonstrate teamwork with owner. • In the meeting, the team admitted that they didn't have experience with the public trying to stop the project.	16
Maximize Design (max 15 pts)	• The team has experience. • Pacific Pile has been involved with the Lutak Dock and evaluating the facility. Further, they have been following the progress of the project. They appear to have a good background knowledge and understanding of the project.	• The proposal didn't consider anything other than what has already been suggested. They didn't suggest any innovation or any alternatives, contrary to the Project Goal of innovative design. • The Port of Anchorage project is not a positive example. • The team didn't discuss how design ideas would apply to project. They didn't demonstrate how the list of ideas would be applicable to this project.	8

Evaluation Summary Form
Haines Lutak Dock Replacement

Design-Build Team: Pacific Pile

		• The Borough was uncomfortable with the suggestion of breaking up the permitting process. The discussion shows a lack of understanding of local concerns and stakeholder input.	
Project Controls, Cost Tracking and GMP Development (max 20 pts)	• The discussion on strategies for estimating with frequent updates was good.	• The Borough's previous experience with PPM is that it is claims oriented. • PND has tended to quickly shift away from responsibility when mistakes are made on projects. • The company takes an aggressive posture in looking for extra costs.	14
Construction Management Sequencing and Scheduling (max 15 points)	• The narrative demonstrates that they are qualified. • The discussion of tools and software was a positive.	• The narrative contained a largely generic and boilierplate description of means and methods. • There was no discussion of innovation. • The discussion of challenges was more of a list and didn't provide much information regarding a solution or mitigation to the challenges • The phasing discussion is problematic.	9
Total			**47**

Evaluation Summary Form
Haines Lutak Dock Replacement

Design-Build Team: Western Marine

Criteria	Strength	Weakness	Score
Overall Management Approach (max 30 points)	• They have a great deal of experience with this dock area and dealing with some of the site conditions present. • They presented a well organized team in the interview. They are very experienced. • Garret Gadsjo is a strength; however, he is very busy and his capacity is low. • The team has attended many public meetings, and they are well versed in stakeholder engagement. Knew specific individuals with stakeholders. • The draft public involvement plan is exhaustive. • They have good local knowledge. • There is a good discussion on risk management. • They demonstrated high degree of confidence that they could perform the current design concept.	• The design engineer didn't engage much at the meeting. • They have many more subcontractors involved, which makes it more difficult to manage. • In the meeting, indicated more of a committee approach, which may be inefficient • Garret Gadsjo is very busy and may be overstretched. • They discussed lean design and construction in the meeting, but they didn't discuss utilization in the proposal.	20
Maximize Design (max 15 pts)	• The provided a detailed description of the previous ADOT work with details that other teams didn't emphasize, eg concrete pile cap, instability. • They demonstrated a good understanding of the current design. • The demonstrated a good understanding of code and permitting requirements. • The project examples are helpful.	• There was no innovation on design and didn't consider alternative design. What alternatives were provided were more based on construction means and methods. The Project Goals emphasize innovation in design. • Their answer of permitting question was unclear regarding their understanding of current requirements.	8
Project Controls, Cost Tracking and GMP Development (max 20 pts)	• The discussion on software was good. • They understand the costs associated with where the rock for the project is sourced. The discussion regarding the importance of quality rock is a positive.	• They didn't discuss lean tools such as target value design or design to budget. • The cost estimates are at milestones rather than continuous estimating. • They didn't demonstrate clear method to develop the GMP. • Their example cost estimate is lump sum, not cost plus.	10

Evaluation Summary Form
Haines Lutak Dock Replacement

Design-Build Team: Western Marine

Construction Management Sequencing and Scheduling (max 15 points)	• They had a good idea that they demonstrated in the meeting regarding demolition of the dock. • They have done work at the dock, and this experience is very valuable to the project. • They understand the challenges of the site and the current condition of the dock.	• The construction phasing plan is not feasible because it doesn't accommodate users of the facility/account for current use; demonstrates lack of knowledge of how the dock is used.	13
Total			**51**

Evaluation Summary Form
Haines Lutak Dock Replacement

Design-Build Team: Turnagain Marine

Criteria	Strength	Weakness	Score
Overall Management Approach (max 30 points)	• Management approach discussion regarding experience with public groups was a positive. Experience with Ward Cove was good. Their discussion during the meeting gave the Borough the confidence that the team could manage the stakeholder involvement. • The company's management is focused around these types of design-build projects. They have demonstrated good success with many other communities. There is a lack of a learning curve for the project. • The team is streamlined in their approach and very efficient with an integrated firm. In house engineers are focused only their work. • This project will be focus for the company. • They systematically break down the project focusing on individual elements to verify scope, schedule, and quality. • They are willing to take on risk. Offered to take on differing site condition risk. • The discussion regarding their in house engineers was good. • Teaming with Solstice is a benefit. • The discussion regarding collaboration is a positive. • They have done a great deal of preparation into project and have a good sense of project • The team demonstrates understanding of PDB. • They asked good questions in the meeting.	• The Borough was concerned that they are gambling on the project with taking on the differing site condition risk. *Note: concern was addressed through subsequent questions.* • They don't have the depth of support personnel. The company might have difficulty juggling this project with others. • It is unclear the design parameters in the lump sum. *Note: clarified through subsequent questions.*	25
Maximize Design (max 15 pts)	• The new concept for the dock shows innovation, consistent with the Project Goals. The new approach eliminates "phase 3", which has been controversial within the community. This approach is a benefit to the community.	• Risk with the new concept; may not be supported by funding, community, etc. • If the design pushes the dock face out, then the current berth needs modification. They	15

Evaluation Summary Form
Haines Lutak Dock Replacement

Design-Build Team: Turnagain Marine

	• The discussion on locking down material specs for early procurement was a positive. • They discussed concurrently advancing permitting and procurement. • The Phase 1 deliverables discussion was good.	provided mitigating measure. *Note: concern addressed during subsequent questions.* • Geotech is always a concern, and may be an issue, but the team is willing to take on the Geotech risk. • There is a risk that they wouldn't be able to accomplish the method that proposing. *Note: issue addressed during subsequent meeting.* • The narrative doesn't discuss impact of their design on the uplands.	
Project Controls, Cost Tracking and GMP Development (max 20 pts)	• The integrated team helps with efficient budgeting. • The discussion on front loading the design and early permit submittal was a positive. • The discussion on controlling escalation was a positive. • They will provide estimated costs in real time, which is a significant strength. • They will use design to budget techniques. • They have 4 different project concepts. • The software discussion was a positive.	• The 4 alternative concepts may not be efficient and may have detrimental effect with public involvement and schedule.	18
Construction Management Sequencing and Scheduling (max 15 points)	• The streamlined approach will facilitate scheduling. • The specific discussion of project goals was a positive. • They have an aggressive goal for scheduling.	• This section was not as detailed as other sections. • The new concept could delay the schedule to get approval.	12
Total			**70**

PROGRESSIVE DESIGN-BUILD AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER - WITH A GUARANTEED MAXIMUM PRICE

Note: This document contains differences from the DBIA Agreement form 530. Owner will provide a copy red-lined from the DBIA Agreement form upon written request.

Document No. 530
Second Edition 2010

Washington, DC

TABLE OF CONTENTS

Progressive Design-Build Agreement Between Owner and Design-Builder – with Cost Plus Fee and a Guaranteed Maximum Price

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

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:

Haines Borough, AK
103 Third Ave.
Haines, AK 99827

DESIGN-BUILDER:

(Name and address)

Turnagain Marine Construction
8241 Dimond Hook Dr.
Anchorage, AK 99507
907-261-8960

PROJECT:

Lutak Dock Replacement

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.

Article 2
Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with the *General Conditions of Progressive Design Contract Between Owner and Design-Builder* ("General Conditions of Contract");

2.1.2 The Phase 2 Amendment in accordance with Section 6.6.2 herein, provided such Amendment is executed between the parties;

2.1.3 This Agreement, including all exhibits but excluding the Phase 2 Amendment:

.1	Exhibit A:	Insurance Requirements;
.2	Exhibit B-1:	Form of Performance Bond;
.3	Exhibit B-2:	Form of Payment Bond;
.4	Exhibit C:	Phase 1 and 2 Scope of Work;
.5	Exhibit D:	Owner's Program/Initial Basis of Design Documents;
.6	Exhibit E:	Design-Builder's Phase 1 Scope of Services and Hourly Rates;
.7	Exhibit F-1:	Phase 1 Change Order Form;
.8	Exhibit F-2:	Phase 2 Change Order Form;
.9	Exhibit G:	Form Phase 2 Amendment
.10	Exhibit H:	Required Federal Law Provisions
.11	Exhibit I	Proof of Insurance Form

2.1.4 The General Conditions of Progressive Design-Build Contract Between Owner and Design-Builder; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract, provided the Phase 2 Amendment is executed between the parties.

2.1.6 Other documents as set forth in Exhibit C.

Article 3
Interpretation and Intent

3.1 Design-Builder, prior to execution of the Agreement, shall carefully review all the applicable Contract Documents, including the Owner's Program set forth in Exhibit D, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 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 execution of the Agreement or after the parties' execution of the Phase 2 Amendment, 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 2.1 hereof.

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

3.4 If the Owner's Program contain design or prescriptive specifications, the Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design or prescriptive specifications and their compatibility with other information set forth in Owner's Program, including any performance specifications for the purposes of developing the Design-Builder's Phase 1 Scope of Services (Exhibit E), the Phase 1 Not to Exceed Amount and the Design-Builder's Lump Sum for Overhead and Profit. However, Design-Builder is required to perform an independent evaluation of such design or prescriptive specifications to verify the information provided by the Owner during Phase 1. Further, regardless of the inclusion of design or prescriptive specifications or criteria, Design-Builder shall remain responsible for meeting the performance requirements of the Project, including but not limited to the requirements that the Project meet the Basis of Design Documents as well as all applicable Legal Requirements.

3.5 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 4
Ownership of Work Product

4.1 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 4.2 through 4.5 below.

4.2 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: (a) grants Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project; and (b) transfers all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in that portion of the Work Product that consists of architectural and other design elements and specifications that are unique to the Project. The parties shall designate those portions of the Work Product for which ownership in the Work Product shall be transferred. Such grant and transfer are 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 4.5 below.

4.3 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 8 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 4.2 above, conditioned on the following:

4.3.1 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 4.5 below, and

4.3.2 Owner shall not be required to pay Design-Builder additional compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 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 4.2 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 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. 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 4, to the extent permitted by law Owner shall defend, indemnify, and hold harmless such 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.

Article 5
Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) 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 Phase 1 shall be completed no later than ____2/15/2023_____ ("Phase 1 Completion Date"). The parties will establish a date for Substantial Completion of the entire Work ("Scheduled Substantial Completion Date") in the Phase 2 Amendment.

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be determined during Phase 1: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

5.2.3 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 1.2.14 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "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 and Owner recognize that timely completion of the Work is the essence of this Agreement and that the Owner will suffer financial loss if The Work is not delivered as

promised in accordance with the Agreement. These losses include employee overtime hours, additional wear and tear on Owner's alternate freight facility, losses of efficiency in shipment of goods to and from Haines with resultant increased costs of shipping , additional payments to consultants, lost opportunities for revenue from port fees and general public inconvenience. They also recognize that such losses multiply over time and that there is significant difficulty and expense in proving in a legal proceeding the actual loss suffered by Owner if The Work is not timely completed as promised. Accordingly, instead of requiring such proof, Design-Builder and Owner agree that as liquidated damages for failure to substantially complete the Work (but not as a penalty) within the time set for Substantial Completion by the contract terms including change orders Design-Builder shall pay Owner one thousand five hundred Dollars ($1,500.00) for each day between the date set for Substantial Completion by the contract terms and the date Design-Builder Substantially Completes the Work. The Owner and Design-Builder may establish liquidated damages for other remedies during Phase 1 or as a Change Order or Amendment to the Agreement."

Article 6
Contract Price

6.1 Contract Price.

6.1.1 Subject to the provisions of the Contract Documents, the Owner shall pay Design Builder for each Phase of the Project in accordance with Section 6.6 of the Agreement. Design Builder's Compensation shall be subject to Phase 1 NTE and the GMP, as applicable, and Phase 1 NTE and the GMP, as applicable, shall be the maximum amount that the Design Builder may be compensated for the applicable Contract Phase. The maximum amount that the Design Builder may be compensated pursuant to this Agreement for any given phase shall also be referred to as the Contract Price ("Contract Price"). The elements of the Design Builder's Compensation, subject to the Contract Price are set forth herein. If the sum of the Design-Builder's Compensation is less than Phase 1 NTE and/or the GMP, the savings shall go to the Owner.

6.2 Design Builder's Lump Sum for Overhead and Profit

6.2.1 Design Builder's Phase 1 Lump Sum for Overhead and Profit shall be:

Ten thousand dollars ($ 10,000.00).

6.2.2 If the Owner exercises its option to go forward with Phase 2 and the Parties enter into the Phase 2 Amendment, Owner and Design Builder shall negotiate a Phase 2 Lump Sum for Overhead and Profit.

6.2.3 The Lump Sum for Overhead and Profit will be earned and paid monthly on a percentage of completion basis and in accordance with the most recent Schedule of Values. If the Contract is terminated for any reason, the Design-Builder shall only be entitled to that portion of the Lump Sum for Overhead and Profit that represents the portion of Work completed in accordance with the Contract Documents.

6.2.4 The Lump Sum for Overhead and Profit for Phases 1 and 2 shall include the following items, which shall not be charged as either a Cost of the Work, or as part of the Lump Sum General Conditions Amount or any Allowance:

.1 All profit of the Design Builder for this Project;

.2 All regional and home office overhead expenses, including labor and materials, phone, facsimile, postage, internet service, and other incidental office expenses attributed to work on this Project; and

.3 All other direct and indirect costs incurred by the Design Builder that are not otherwise specifically identified in the Cost of the Work, the Lump Sum General Conditions Amount, the Design Builder's Contingency and/or any Allowance established by the Parties.

6.3 **Cost of the Work.** The term Cost of the Work shall mean costs set forth in this Section that are reasonably and actually incurred by Design Builder in the proper performance of the Work. However, if the Owner exercises its option to enter into Phase 2 and the Parties enter into the Phase 2 Amendment, then the costs listed in Section 6.3.15 below as General Conditions Costs and included in the Lump Sum General Conditions Amount are excluded from the Cost of the Work. The term Cost of the Work shall include only the following:

6.3.1 Direct labor costs of employees of Design Builder performing construction or design Work at the Site or, with Owner's agreement, at locations off the Site.

.1 The costs for those employees of Design Builder performing design or other services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, the Hourly Rates set forth Exhibit E.

.2 The costs for those employees of Design-Builder performing Work that is identified in Section 6.3.15 below shall, if applicable, be calculated on the basis of the Hourly Rates set forth in Exhibit E.

.3 Wages for any employees for whom there is not an established Hourly Rate shall be paid as follows: Basic wages and fringe benefits: The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. The Design Builder shall provide to the Owner copies of payroll records, including certified payroll statements for itself and Subcontractors of any tier for the period upon the Owner's request. Direct labor costs include all costs directly associated with the employment of labor and include, but are not limited to, direct contributions for workers' compensation insurance and any other pension or insurance required by law or union agreements.

6.3.2 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 Section 6.3 hereof.

6.3.3 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. The costs for those employees performing design services shall be calculated on the basis either the Hourly Rates set forth in Exhibit E or the prevailing market rates for design professionals performing such service. Contracts to Subcontractors and Design-Consultants that are paid on the basis of a Lump Sum must be approved in advance by the Owner, such approval shall not be unreasonably withheld.

6.3.4 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work. The material costs shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in writing in advance by the Owner. Discounts and rebates based on prompt payment need not be included, however, if the Design Builder offered but the Owner declined the opportunity to take advantage of such discount or rebate.

6.3.5 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.

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

6.3.7 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. The rental charge as established by the lower of the local prevailing rate published in the Rental Rates published by the Rental Rate Blue Book by Data Quest or the actual rate paid to an unrelated third party as evidenced by rental receipts. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior written approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the site solely for a change in the Work. The rental rates are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. When rental rates payable do not include fuel, lubrication, maintenance, and servicing, as defined as operating costs in the Blue Book, such operating costs shall be reimbursed based on actual costs. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use (and standing by for no longer than two (2) weeks') on the changed Work shall be 50% of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright. If equipment is required for which a rental rate is not established by The Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Owner prior to performing the Work.

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

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

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

6.3.11 Deposits which are lost, except to the extent caused by Design Builder's negligence or other fault.

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

6.3.13 Unit Prices established by the Parties.

6.3.14 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner and not included in the Design Builder's Contingency, Design Builder's Fee, the Fixed Fee, or the Lump Sum General Conditions Amount.

6.3.15 **General Conditions Costs.** The following costs are reimbursable in Phase 1 as a Cost of the Work; however, if the Owner exercises its option to enter into Phase 2 and the parties enter into the Phase 2 Amendment, these costs shall be included in the Lump Sum General Conditions Amount set forth in Section 6.4.5 of the Agreement and shall not be included or reimbursable as part of the Cost of the Work in Phase 2.

.1 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. Specifically, the following personnel are included in the Lump Sum General Conditions Amount:

a. Project Executive

b. Project Manger

c. Superintendent

d. Quality Control Manager

e. Project Engineer

.2 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 approved in advance of the performance of the Work in writing by the Owner.

.3 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. As set forth below:

a. Meals and Incidental Expenses: Meals and incidental expenses will be limited to the Federal Per Diem rate for meals and incidentals established for the location where lodging is obtained. Federal Per Diem guidelines which includes the meal breakdown and Federal Per Diem rates for other locations can be found at www.gsa.gov.

b. Lodging: Lodging will be billed at cost, including applicable taxes, not to exceed the Federal Per Diem maximum lodging rate for the location where the work is being performed. The Owner may increase this limit in writing when circumstances require.

c. Travel: Air travel (at coach class or equivalent), airport shuttles, etc. billed at cost. Ground transportation by privately owned vehicle, if utilized, billed at the Internal Revenue Service mileage rate for privately owned vehicles in effect at the time of travel. Expenses for a rental car (including fuel), at cost, in the ratio of one mid-size class rental car for each three Contractor's personnel directly engaged in performance of the work at the prevailing rental rates then in effect. Rental car options such as refueling fees, GPS, collision & liability insurance, etc. will not be reimbursed by the Owner unless such options are approved in advance by the Owner's Representative. Appropriate insurance coverage should be included in the Contractor's insurance policies.

.4 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.

.5 Premiums for insurance and bonds required specifically by this Agreement or the performance of the Work by the Design Builder.

.6 Accounting and data processing costs related to the Work.

.7 Fees paid by the Design-Builder for the Notice of Work required by AS 36.05.045(a).The Design-Builder will remain responsible for the actual submittal of the Notice of Work to the Department of Labor.

.8 General administrative costs not specifically listed in Sections 6.3.1 through 6.3.13 above, including but not limited to the following:

a. Shop Drawing Reproduction

b. Construction Schedule & Updates

c. Safety/Security

d. Field Office Set-up (mobilization/demobilization)

e. Office Supplies

f. Telephone System

g. Telephone Service Charge

h. Computer Network/System Set-up

i. Courier Service

j. Postage (Fed-X, USPS)

k. Furniture/Equipment

l. Office Cleaning

m. Project Superintendent Vehicle

n. Computers

o. Copy Machine

p. Temporary Electric Hook-up/Removal

q. Temporary Electric Material

r. Project Signage

s. Temporary Water Hook-up/Removal

t. Drinking Water & Supplies

u. Chemical Toilets

v. O&M Manuals

w. Project Record Documents

x. Field Engineering/Layout Survey

6.4 Other Methods of Pricing

Within Phase 1 NTE or the GMP, the Parties may agree to the following methods of pricing:

6.4.1 Allowance Items and Allowance Values.

.1 Any and all Allowance Items will be included in either Exhibit E or the Phase 2 Amendment and are included within any established NTE and the GMP, as applicable. The description of the Allowance Item shall include the scope of the Allowance Item and the estimated cost of the Allowance Item, (the "Allowance Value") and any assumptions regarding the Allowance Item. Design-Builder shall obtain written approval from the Owner for any Allowance Items for subcontractors.

.2 The establishment of Allowance Items and Allowance Values by the Design Builder and the Owner are a representation that the Design Builder and Owner have worked together to review the Allowance Items and Allowance Values based on 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 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.

.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 on an Allowance Item 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 the applicable Contract Price.

.4 The Allowance Value for an Allowance Item 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 not included in the Allowance Value and are deemed to be included in the applicable Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the applicable Contract Price shall be adjusted accordingly by

Change Order, subject to Section 6.4.1 above; however, Design Builder must provide written notice of the difference between the actual cost and the Allowance Value pursuant to Section 10.1 of the General Conditions. 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.

6.4.2 Not To Exceed Sums

.1 The Owner and Design Builder may establish Not to Exceed ("NTE") Sums for specific scopes of the Work. Any such NTE Sum will be negotiated between the Owner and Design Builder. The NTE Sum agreed upon by the Parties shall be incorporated into the Agreement via Amendment or a Change Order, and the Parties shall include the following information:

a. A specific description of the Scope of the Work that is subject to the NTE Sum;

b. An updated Schedule of Values that incorporates the NTE Sum; and

c. Any milestone dates associated with the scope of the Work associated with the NTE Sum.

.2 For each scope of work for which a NTE Sum has been established, the Design Builder shall be reimbursed as set forth herein; however, Design Builder's Compensation for the scope of work in the NTE shall not exceed the NTE Sum without a written Change Order.

.3 Design Builder must identify all costs that are subject to any applicable NTE in the Payment Application, and Design Builder may not also submit such costs under any other line item in the Payment Application.

.4 NTE Sums may only be modified by written Change Order or Contract Amendment pursuant to the General Conditions.

6.4.3 Lump Sums

.1 The Owner and Design Builder may establish Lump Sums for specific scopes of the Work. Any such Lump Sum will be negotiated between the Owner and Design Builder. Lump Sums agreed upon by the Parties shall be incorporated into the Agreement via Amendment or a Change Order, and the Parties shall include the following information:

a. A specific description of the Scope of the Work that is subject to the Lump Sum;

b. All line items that are identified as a Cost of the Work in Section 6.3 of the Agreement that are included in the Lump Sum;

c. An updated Schedule of Values that incorporates the Lump Sum; and

d. Any milestone dates associated with the scope of the Work associated with the Lump Sum.

.2 For each scope of work for which a Lump Sum has been established, the Design Builder shall be compensated pursuant to the Schedule of Values based on the percentage complete of the Scope of the Work subject to the Lump Sum.

.3 If any line item that is identified as a Cost of the Work in Section 6.3 of the Agreement is subsequently included in any Lump Sum, Design Builder shall not thereafter request reimbursement for those line items as a Cost of the Work. Design-Builder may, however, request reimbursement through the Design-Builder's Contingency set forth in Section 6.4.4.1.b of the Agreement.

.4 Lump Sums may only be modified via written Change Order or Contract Amendment pursuant to the General Conditions

6.4.4 Design Builder's Contingency

.1 The Parties shall establish, as part of any NTE and the GMP, the following Contingencies, which are available for Design Builder's exclusive use for the below described unanticipated costs it has incurred that are not a Cost of the Work and not the basis for a Change Order under the Contract Documents (collectively "Contingency Items"). Contingency Items include the following costs, which are subject to written approval by the Owner. The Owner may, in its discretion, approve other costs that may be reimbursed under the Contingency; however, in no case shall the Design-Builder be entitled to use the Contingency for payment of Liquidated Damages that it may be assessed pursuant to this Agreement.

(a) Cost of the Work Contingency. The Cost of the Work Contingency is reimbursed as a Cost of the Work. The Cost of the Work Contingency is available to the Design-Builder for the following items:

(i) Trade buy-out differentials;

(ii) Escalation of materials; and

(iii) Other direct Costs of the Work that are not included in the Design-Builder's Contingency, but only with the prior written consent of the Owner.

(b) Design-Builder's Contingency. The Design-Builder's Contingency is available to the Design-Builder for items that are not excluded by Section 6.5 hereof and include but are not limited to the following items:

(i) Overtime or acceleration;

(ii) Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (excluding 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 its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained;

(iii) 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;

(iv) Subcontractor or other tier defaults to the extent not compensated by any surety or bond; or

(v) Costs that are in excess of an NTE Sum or Lump Sum.

.2 The Design Builder shall be reimbursed for Contingency Items in the same manner as set forth in Section 6.3 of the Agreement; however, Design Builder's Compensation for Contingency Items shall not cumulatively exceed the amount set forth as the Design Builder's Contingency in the applicable NTE or GMP without a written Change Order.

.3 Prior to the final accounting, the Contingency is not available to Owner for any reason, including, but not limited to changes in scope or any other item which

would enable Design Builder to increase an NTE or GMP under the Contract Documents.

.4 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 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.

.6 At the conclusion of the Project, all savings from any Contingency shall go to the Owner.

6.4.5 Lump Sum General Conditions Amount

.1 If the Owner exercises its option to enter into Phase 2, and Parties enter into the Phase 2 Amendment, the Parties shall establish a Lump Sum amount for the General Conditions Costs ("Lump Sum General Conditions Amount") that are set forth in Section 6.3.15 of the Agreement.

.2 If the Owner exercises its option to enter into Phase 2 and Parties enter into the Phase 2 Amendment, the costs identified in Section 6.3.15 of the Agreement shall not be included in the Cost of the Work, and the Design Builder's sole compensation for the costs set forth in Section 6.3.15 shall be through the Lump Sum General Conditions Amount. Design Builder shall not be entitled to be compensated for the identified Lump Sum General Conditions Amount as part of the Cost of the Work.

.3 The Owner shall have the right to examine the back up documentation establishing the Lump Sum General Conditions Costs, including but not limited to all estimates, proposals, contracts and other financial documentation on a transparent basis.

4. The Lump Sum General Conditions Amount shall only be modified if the Design-Builder is entitled to compensation for a delay pursuant to Section 8.2 of the General Conditions. Any modification to the Lump Sum General Conditions Amount shall be calculated as follows:

   a. The Design Builder shall be entitled to receive a liquidated daily rate for extended General Conditions Costs ("Design-Builder's Delay Rate") for each day that the Contract Time is extended pursuant to Section 8.2 of the General Conditions.

      i. The Design-Builder's Delay Rate shall be calculated by dividing the Lump Sum General Conditions Amount by the number of days in the Contract Time for Phase 2.

      ii. Then, the Design-Builder's Delay Rate is multiplied by the number of days that the Contract Time is extended for Design-Builder's Delay, subject to a determination of entitlement pursuant to Article 8 of the General Conditions.

      iii. The result from the Design-Builder's Delay Rate multiplied by the number of days is the Extended General Conditions Costs which shall be added to the Lump Sum General Conditions Amount by Change Order and paid to the Design Builder pursuant to the Schedule of Values, subject to a determination of entitlement pursuant to Article 8 of the General Conditions.

b. The Design-Builder's Delay Rate shall not apply to delays occurring after Substantial Completion is achieved.

c. The Parties agree that determining the Design Builder's damages for delay would be extremely difficult or impracticable to determine and that the Design-Builder's Delay Rate, as calculated in this Section 6.4.5.4, is a reasonable estimate of and reasonable Sum for such damages; therefore, the Design-Builder's Delay Rate shall be payable to the Design Builder as liquidated damages and not as a penalty.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as expressly provided herein.

.2 Overhead and general expenses, except as provided for in Section 6.3 hereof.

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

.4 Costs that would cause the GMP, the Design Builder's Contingency, or any other NTE or Lump Sum Amount, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 Project Phases.

6.6.1 Phase 1 –Validation and GMP Development

.1 **Scope of Work for Phase 1.** Phase 1 shall commence upon a written Notice to Proceed from the Owner and shall end on Phase 1 Completion Date as set forth below. The services to be provided by the Design Builder during Phase 1 are set forth in Exhibit C to the Agreement "Phases 1 and 2 Scope of Work" and Exhibit E to the Agreement "the Design-Builder's Phase 1 Scope of Services".

.2 **Phase 1 Not to Exceed Amount.** Design Builder guarantees that during Phase 1, Design Builder's Compensation shall not exceed Phase 1 Not to Exceed Amount ("Phase 1 NTE") of Three Hundred Thousand Dollars ($300,000.00). Design Builder agrees that it will be responsible for paying all costs of completing Phase 1 Work which exceed Phase 1 NTE and shall not seek reimbursement from the Owner for any costs that exceed Phase 1 NTE, as adjusted in accordance with the Contract Documents including by written Change Order.

.3 **Phase 1 Completion Date.** Phase 1 Completion Date is _per 5.2.1_____.

.4 **Design Builder's Phase 1 Compensation.** Design Builder's compensation for Work performed in Phase 1 shall consist of the following:

a. The Cost of the Work as set forth in Section 6.3 of the Agreement for Work performed in Phase 1. The Cost of the Work includes the following:

i. the Cost of the Work Contingency set forth in Section 6.4.4.1.a; and

ii. any Not to Exceed or Lump Sum Amount established as part of the Cost of the Work;

b. The Design-Builder's Lump Sum for Overhead and Profit;

c. Any Allowances established by the Parties; and

d. The Design-Builder's Contingency set forth in Section 6.4.4.1.b.

.5 **Phase 2 Proposal.** At the conclusion of Phase 1, the Design Builder will submit a Phase 2 Proposal pursuant to the requirements set forth in Exhibit C. Unless the Parties agree otherwise, the Phase 2 Proposal shall include the deliverables set forth in Exhibit C.

.6 **Owner's Option to Enter Into Phase 2**

a. After submission of the Phase 2 Proposal, Design Builder and Owner shall meet to discuss and review the Phase 2 Proposal. The Owner shall make its best efforts to provide such comments within thirty (30) days of the Owner's receipt of the Phase 2 Proposal, unless the Owner provides notification that it requires additional time for review. If Owner has any comments regarding the Phase 2 Proposal or finds any inconsistencies or inaccuracies in the information presented, it shall give written notice to Design Builder of such comments or findings in a reasonably prompt manner. If appropriate, Design Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Phase 2 Proposal. To assist in the Owner's review of the Phase 2 Proposal, the Design Builder shall, upon the Owner's Request, provide all information, including but not limited to all data, reports, cost analysis, pricing, designs and specifications on which the Design Builder relied or used as a basis for the Phase 2 Proposal. The Owner shall make its best efforts to review any revised Phase 2 Proposal within thirty (30) days of receipt of the revised Phase 2 Proposal.

b. The Owner, at its sole discretion, may exercise its option to enter into Phase 2 of the Agreement.

i. If the Owner accepts the Phase 2 Proposal, the parties shall enter into the Phase 2 Amendment. The total compensation paid to Design Builder for this Project shall not exceed the GMP, as amended pursuant to this Contract.

ii. The Owner may suggest modifications to the Phase 2 Proposal, whereupon, if such modifications are accepted in writing by Design Builder, the Phase 2 Proposal shall be deemed accepted and the Parties shall proceed in accordance with subsection i above.

c. If Owner decides not to exercise its option to enter into Phase 2 and/or rejects the Phase 2 Proposal or fails to notify Design Builder in writing on or before the date specified in the Phase 2 Proposal that it has exercised its option to enter into Phase 2, the Phase 2 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 authorize Design Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.6.1.4 hereof; however, Design Builder may not exceed any NTE or Lump Sum that may be established between the Parties; or

ii. Owner may elect not to exercise its option to enter into Phase 2. In such case, the Design-Build Agreement shall be terminated, and Design-Builder shall be compensated for the amount incurred pursuant to Section 6.6.1.4 above, as supported by Design-Builder's Payment Applications and subject to Phase 1 Not to Exceed Amount. The compensation set forth herein shall be the Design-Builder's sole compensation for the Project if the Owner elects not to exercise its option to enter into Phase 2, and the Design Builder hereby agrees that it will not seek any other compensation, remedy or damages of any kind whatsoever if the Owner elects not to exercise its option to enter into Phase 2.

d. The Design Builder shall not perform any Work after the submission of the Phase 2 Proposal unless the Owner exercises its option to enter into Phase 2 and has approved and signed the Phase 2 Proposal unless the Design Builder obtains the Owner's prior, written consent to perform such Work and only to the extent that such Work is expressly described in writing in such written consent.

e. If the Design Builder performs Work after the submission of the Phase 2 Proposal but before the Parties enter into the Phase 2 Amendment, Design Builder shall be compensated pursuant to Section 6.6.1.4 of the Agreement; however, in no case shall the Design Builder be entitled to be paid in excess of the Phase 2 NTE, as amended by the Parties.

6.6.2 Phase 2, Post GMP Period.

.1 **Commencement and Scope of Work.** Phase 2 shall commence when the Owner exercises its option to enter into Phase 2 and both Parties sign the Phase 2 Amendment. The Phase 2 Amendment shall be in the form set forth in Exhibit G, unless the parties agree otherwise. Phase 2 is the final phase of the Contract. The scope of Work for Phase 2 will be developed during Phase 2 and set forth in the Phase 2 Amendment, but it will, at a minimum, include the services set forth in Exhibit C, including but not limited to the following:

a. Completion of the design services and the development of Construction Documents for the Project,

b. Performance and completion of construction Work, start-up, testing and commissioning and closeout of the Project in accordance with the requirements of the Contract Documents; and

c. Any ongoing contractual obligations after Final Completion, such as guarantees, warranty services, and/or obligations to provide insurance and indemnity to the Owner.

.2 **Guaranteed Maximum Price.** The GMP has been established in this Agreement and shall not be changed except through the Phase 2 Amendment or a written Change Order. Design Builder agrees that it will be responsible for paying all costs of completing the Phase 2 Work which exceed the GMP, as adjusted in accordance with the Contract Documents. Execution of the Phase 2 Amendment constitutes Design Builder's representation and agreement to the following:

a. The Project is adequately defined, that the Basis of Design Documents are sufficiently defined to provide an accurate GMP;

b. The Project is sufficiently clear and understandable for the Design Builder to perform the Work in accordance with the Contract Documents for an amount that will not exceed the GMP and within the Project Schedule; and

c. If the Work cannot be completed for the agreed GMP, any additional costs shall be the responsibility of the Design Builder, and Design Builder hereby assumes liability for such costs without reimbursement by the Owner.

.3 **Project Schedule.** The Substantial and Final Completion Dates will be set forth in the Phase 2 Amendment. By entering into the Phase 2 Amendment, the Design-Builder makes the following representations:

a. The Project Schedule is sufficient time to complete the Project in accordance with the Phase 2 Amendment and the Contract Documents.

b. If the Design-Builder fails to achieve Substantial Completion by the date set forth in the Phase 2 Amendment, the Design-Builder will pay liquidated damages in the amount set forth in Section 5.4 of the Agreement and the Phase 2 Amendment as agreed compensation to the Owner for the cost of delay and not as a penalty.

.4 Design Builder's Compensation. Design Builder shall be compensated for Phase 2 for the following costs up to the established GMP. At the Owner's option, the Contract Price may be converted into a Lump Sum Amount, in which case, Design-Builder shall be compensated pursuant to Section 6.4.3. Any costs incurred in excess of the GMP or Contract Price shall be the responsibility of the Design Builder.

a. The Cost of the Work as set forth in Section 6.3 of the Agreement for Phase 2 Work, excluding the costs identified in Section 6.3.15 of the Agreement as Design-Builder's

through the Lump Sum General Conditions Amount. The Cost of the Work also includes the following:

i. the Cost of the Work Contingency pursuant to Section 6.4.4.1.a; and

ii. any Not to Exceed Amount established as part of the Cost of the Work;

b. The Design-Builder's Phase 2 Lump Sum for Overhead and Profit, calculated pursuant to Section 6.2 of the Agreement;

c. The Lump Sum General Conditions Amount allocated to Phase 2 Work, which shall be calculated pursuant to Section 6.4.5 of the Agreement;

d. Any additional Lump Sum Amounts established by the Parties in the Phase 2 Amendment;

e. Any Allowances established by the Parties in the Phase 2 Amendment;

f. The Design-Builder's Contingency pursuant to section 6.4.4.1.b of the Agreement; and

f. Any Incentive Payments established by the Parties in the Phase 2 Amendment.

6.6.3 Savings and Incentives.
The parties may establish incentive payments to the Design-Builder during Phase 1. If the parties establish incentive payments during Phase 1, the Design-Builder shall provide the agreed upon incentive plan as part of the Phase 2 Proposal, and the incentive plan shall be incorporated into the Contract Documents in the Phase 2 Amendment.

Article 7
Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the twenty fifth (25th) 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.

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, but in each case less the total of payments previously made, and less amounts properly withheld under Sections 6.3 and 6.4 of the General Conditions of Contract.

7.1.3 The amount of Design-Builder's Lump Sum for Overhead and Profit 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 Lump Sum for Overhead and Profit.

7.2 Retainage on Progress Payments.

7.2.1 The Owner will withhold retainage in the amount of five percent (5%) of the Contract Price, and Owner shall release such retainage pursuant to state law. Interest will be paid on retainage pursuant to AS 36.90.250.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.8 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment pursuant and subject to all applicable laws and regulations, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.8.1 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 bear interest commencing five (5) days after payment is due at the rate of ten and one-half percent (10.5%) per year until paid.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" and transparent arrangement relative to all costs on the Project. 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 six (6) years after Final Payment, Owner, Owner's accountants, and any State or Federal agency with jurisdiction 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 six (6) 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, with the composition of such multiplier or markup not being subject to audit. Notwithstanding the foregoing, prior to agreeing to a multiplier or markup, the Owner shall have the right to review the underlying costs of any multiplier or mark up. The audit may be performed by employees of Owner or a representative of Owner. Design-Builder, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Design-Builder, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors. All records shall be maintained for a period of six (6) years after final payment under this Contract.

Article 8
Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder or if the Owner decides to not exercise its option to enter into Phase 2, Owner may, for its convenience and without cause, elect to terminate all or a portion of this Agreement. In such event, Owner shall pay Design-Builder for the following:

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

8.1.2 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

8.1.3 The fair and reasonable sums for overhead and profit on the sum of items 8.1.1 and 8.1.2 above based on Design-Builder's Lump Sum for Overhead and Profit.

8.2 If Owner terminates this Agreement pursuant to Section 8.1 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 6.3 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 4.

Article 9
Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 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)*

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

9.2 Design-Builder's Representatives.

9.2.1 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)*

9.2.2 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 10
Bonds and Insurance

10.1 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.

10.2 Bonds and Other Performance Security. Upon execution of this Agreement, Design-Builder shall provide a performance and a labor and material bond, pursuant to AS 36.25.010, equal to one hundred percent (100%) of Phase 1 NTE in the form set forth as Exhibit B. Upon execution of the Phase 2 Amendment, Design-Builder shall provide a performance and labor and material bond, pursuant to AS 36.25.010, equal to one hundred percent (100%) of the GMP set forth in the Phase 2 Amendment in the form set forth as Exhibit B.

Article 11
Other Provisions

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

11.2 Wages.

11.2.1 Design-Builder shall pay all mechanics, laborers, or field surveyors employed on the Project a minimum of the prevailing wage as determined by the Alaska Department of Labor and published in the Department of Labor Pamphlet titled ."Laborer's & Mechanics' Minimum Rates of Pay" that was in effect within ten (10) days of the date bids are submitted, Pamphlet 400, Issue 44, issued April 2022.

11.2.2 Design-Builder and all subcontractors of the Design-Builder shall pay all employees unconditionally and not less than once a week. Wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the Design-Builder or subcontractors and laborers, mechanics, or field surveyors. The scale of wages to be paid shall be posted by the Design-Builder in a prominent and easily accessible place at the site of the work.

11.2.3 Owner shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Design-Builder or subcontractors the difference between:

(A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and

(B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

11.3 Business Registration Requirement.

11.3.1 Design-Builder represents and warrants that it and all of its subconsultants, subcontractors and suppliers are properly licensed to perform the work for which they are

contracted and have all applicable business licenses, including but not limited to any licenses or registrations required by the State of Alaska.

11.4 Contractor's Registration Requirement.

11.4.1 Design-Builder represents and warrants that it and all of its subconsultants, subcontractors and suppliers performing construction work are properly licensed pursuant to state law.

11.5 Federal Requirements

11.5.1 Design-Builder shall comply with the Federal Requirements set forth in Exhibit H.

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:**
Haines Borough	*Turnagain Marine Construction*
(Signature)	*(Signature)*
(Printed Name)	*(Printed Name)*
(Title)	*(Title)*
Date:	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.

GENERAL CONDITIONS OF PROGRESSIVE DESIGN-BUILD CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Note: This document contains differences from the DBIA Agreement form 535. Owner will provide a copy red-lined from the DBIA Agreement form upon written request.

Document No. 535 (modified)
Second Edition, 2010

Washington, DC

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.

1.1.2 Integrated Delivery: The Parties wish to fully embrace the principles of collaboration and integrated delivery in the performance of the Work of this Project. Integrated delivery emphasizes a cooperative approach to problem solving involving all key parties to the Project: the Owner, Design-Builder, Designer and principal Subcontractors (electrical, mechanical and others as the Design-Builder and the Owner jointly agree are appropriate). Toward that end, the Parties agree to employ the following techniques to maximize efficiency and minimize waste:

.1 Create a culture of open and honest communication throughout the course of the Project;

.2 Resolve disputes at the lowest possible level;

.3 Integrate the design and construction team (including key specialty contractors and trade partners) as early as possible into the design process;

.4 Utilize lean construction methods efficiently and effectively;

.5 Establish a collaborative environment where all parties have the opportunity to contribute their best efforts for the benefit of the Project as a whole rather than to the benefit of individual parties; and

.6 Establish business terms that allow for equitable shared risk and reward for the parties who are members of the Design-Build Team.

1.2. Basic Definitions

1.2.1. *Agreement* refers to the executed contract between Owner and Design-Builder under a ;modified DBIA Document No. 530, *Progressive Design-Build Agreement Between Owner and Design-Builder – with Cost Plus Fee and a Guaranteed Maximum Price* (2010 Edition), as amended.

1.2.2. *Allowance Item* is a scope of work for a designated portion of the Project that the parties agree to manage pursuant to Section 6.4.1 of the Agreement.

1.2.3. *Basis of Design Documents* are those documents set forth in the Phase 2 Amendment that establish the Scope of Work for Phase 2 of the Project.

1.2.4. *Commercial Terms* are any terms that establish the Contract Price or Design-Builder's Compensation, including but not limited to the GMP, any Not to Exceed amount, any Lump Sum, any Allowance, or the Design-Builder's Contingency. The term "Commercial Terms" also includes any terms that establish the Contract Time, including but not limited to the Project Schedule, Substantial Completion, and Final Completion.

1.2.5. *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents (as applicable) is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

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

1.2.7. *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.8. *Design-Builder's Lump Sum for Overhead and Profit* is the amount established pursuant to in Section 6.2 of the Agreement.

1.2.9. *Design-Builder's Delay Rate* means the daily delay rate set forth in Section 6.4.5.4 of the Agreement if the Design-Builder is entitled to delay pursuant to Section 8.2 of the General Conditions.

1.2.10. *Design Consultant* is a qualified, design professional licensed in the State of Alaska 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, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.11. *Design Log* is a log of Reliable Design Decisions agreed upon by the parties. The Design Log supplements the Owner's Program and the Basis of Design Documents, as applicable.

1.2.12. *Design Submission* means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by, or for, the Design-Builder: (1) to the Owner under the Contract Documents; or (2) developed or prepared by or for the Design-Builder specifically to discharge its duties under the Contract Documents.

1.2.13. *Final Basis of Design Documents* are the documents agreed upon in the Phase 2 Amendment by the Owner and Design-Builder at the conclusion of the Phase 1 that comprise the performance and other requirements of the Project.

1.2.14. *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.7.1 and the submission of all documents set forth in Section 6.8.1.

1.2.15. *Force Majeure Events* are those events 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.

1.2.16. *General Conditions Costs* are the costs set forth in Section 6.3.15 of the Agreement that are included in the Lump Sum General Conditions Amount pursuant to Section 6.4.5 of the General Conditions if the parties enter into Phase 2 of the Contract.

1.2.17. *General Conditions of Contract* refer to this *General Conditions of Progressive Design-Build Contract Between Owner and Design-Builder*.

1.2.18. *Hazardous Conditions* 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.

1.2.19. *Legal 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.

1.2.20. *Lump Sum Fee* is the lump sum amount established pursuant to Section 6.2 of the Agreement, provided the parties enter into the Phase 2 Amendment.

1.2.21. *Original GMP or Original Guaranteed Maximum Price* means the Guaranteed Maximum Price that is set forth in the original Phase 2 Amendment entered into by the parties.

1.2.22. *Phase 2 Amendment* is the amendment to the Agreement entered into by the parties at the conclusion of Phase 1 that establishes the Basis of Design Documents, the GMP, the Project Schedule and other terms agreed to by the parties.

1.2.23. *Phase 2 Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of the Agreement and Exhibit C.

1.2.24. *Project Schedule or Schedule* is the schedule provided by the Design-Builder pursuant to Section 2.1.3 of the General Conditions.

1.2.25. *Owner's Program* 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 Program may include conceptual documents, design criteria, design performance specifications, design specifications, and other Project-specific technical materials and requirements.

1.2.26. *Reliable Design Decision* is a decision, development, or election that refines the Basis of Design Documents, that is approved by the Owner and that is set forth in the Design Log. A Reliable Design Decision cannot change the Owner's Program or the Basis of Design Documents but shall instead constitute a further development or refinement of the design for the Project with which all subsequent Design Submissions, design submissions and Construction Documents shall be consistent.

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

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

1.2.29. *Sub-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 but not be limited to, design consultants, design sub-consultants, design-build subcontractors, materialmen, and suppliers.

1.2.30. *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an Interim Milestone Date, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes without compromising the building operation (including materially increasing operating expenses) or the user's ability to reasonably use all parts of the Project.

1.2.31. *Trend* is an issue identified in the Trend Log.

1.2.32. *Trend Log* is a log of issues that have been identified by the Design-Builder or the Owner during the design process that may cause a change to the Owner's Program or the Basis of Design Documents, as applicable and/or any Commercial Term and is further described in Section 2.4.1.6 of the General Conditions.

1.2.33. *Work* shall mean the services, design and construction to be completed by the Design-Builder under the terms of this Contract. Work specifically includes the furnishing of all services, labor, materials, equipment, and all incidentals necessary to the successful completion of the services, design and construction, whether expressly required by or reasonably inferable from the Contract Documents, whether they are temporary or permanent, and whether they are incorporated into the finished Work or not. Work also includes all other obligations imposed on the Design-Builder by the Contract. The Work is sometimes generally referred to as the "Project."

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise 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 Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of

the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Agreement; and (v) other items that 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). Status reports shall be submitted with the Design-Builder's draft Payment Applications as a pre-requisite to payment.

2.1.3 Design-Builder shall prepare and submit, pursuant to Exhibit C, schedules for the execution of the Work for Owner's review and response. The Project Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work and as set forth in Exhibit C, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as 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 pursuant to the requirements in Exhibit C, and in any event, 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.

2.1.5 The Design-Build Team, which at a minimum shall consist of the Design-Builder's Representative and a representative from the lead designer and lead constructor, shall meet with the Owner at least on a weekly basis and shall provide to the Owner a written update regarding the status of the Project, including but not limited to the following information: any updates to the Project Schedule, status of any changes or potential changes to the Initial and/or Final Basis of Design Documents or the Project Schedule, progress of the design, and any issues that may have a material effect on the Project. The Design-Build Team shall issue meeting minutes within three days of meeting.

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. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.2.2 Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall provide to Owner a list of all Design Consultants and Design Sub-Consultants who will perform material portions of the Work. "Material portions of the Work" shall, at a minimum, include the civil, landscape, architectural, structural, mechanical, electrical (including low voltage) and plumbing design. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decisions impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed Design Consultant or Sub-Consultant without obtaining Owner's prior written consent, such consent shall not be unreasonably withheld. The Contract Documents shall not be construed to create a contractual relationship of any kind between Owner and any Design Consultant or Subconsultant of any tier. Selection of Design Consultants and Design Sub-Consultants that have not been identified in the Design-Builder's Proposal shall be in accordance with Section 2.8 of the General Conditions.

2.3 Standard of Care.

2.3.1 The standard of care for all professional services performed to execute the Work shall be

the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time within the State of Alaska. The Design-Builder shall also perform the design and construction so that the Work meets or exceeds the performance requirements set forth in the Owner's Program.

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 and final Design Submissions that Owner may wish to review.

.1 Design Submissions shall be consistent with the Owner Project Requirements as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4, including but not limited to changes recorded in the Design Log and through Change Orders. By submitting Design Submissions, the Design Builder represents to the Owner that the Work depicted and otherwise shown, contained or reflected in Design Submissions can be constructed in compliance with the then current Commercial Terms. Notwithstanding the above, Design Builder may propose Design Submissions that may alter either the Basis of Design Documents, or the Commercial Terms; however, Design Builder must provide notice thereof in accordance with Article 10 of the General Conditions and obtain a Change Order before such proposed Design Submissions are incorporated into the Construction Documents. Alternatively, if the Owner agrees in writing, the proposed Design Submission may be included in the Trend Log pursuant to 2.4.1.7 of the General Conditions.

.2 Unless the parties agree in writing otherwise, the Design-Builder shall provide the Milestone Design Submissions set forth in Contract Documents. On or about the time of the scheduled submission of the Milestone Design Submissions set forth in the Contract Documents, Design Builder and Owner shall meet and confer about the Milestone Design Submissions, with Design Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Owner's Program, the Basis of Design Documents, or, if applicable, previously submitted Design Submissions.

.3 The Owner shall review and comment on Design Submissions, providing any comments and/or concerns about the Design Submissions. The Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. The Design Builder shall revise the Design Submissions (and any other deliverables) in response to the Owner's comments and incorporate said responses into the next submission of Design Submissions.

.4 If incorporation of the Owner's comments result in a design that is inconsistent with or otherwise give rise to a change in the Owner's Program, the Basis of Design Documents, or the applicable Commercial Terms, the Design Builder shall provide notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents or the Commercial Terms, including those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions. Alternatively, if the Owner agrees in writing, the proposed Design Submission may be included in the Trend Log pursuant to Section 2.4.1.7 of the General Conditions.

.5 The Design Builder shall provide an updated cost model for the Project periodically as set forth Exhibit C. The cost model will be based on a detailed labor and material cost estimate for the GMP and the other Commercial Terms as required in Contract Documents. The cost model will be supplemented pursuant to Contract Documents.

.6 Design Log. A Design Log, including a full listing of Reliable Design Decisions and all changes to the Basis of Design Documents, will be maintained by the Design Builder and provided to the Owner for review.

a. The Design Log shall be updated after every Design Review Meeting, and in any case, on a weekly basis.

b. The purpose of the Design Log is to record design decisions that are consistent with the Owner's Program, the Commercial Terms, and the Basis of Design

Documents, as applicable. Both parties must agree to include a Reliable Design Decision in the Design Log. If a Reliable Design Decision will cause a change in the Basis of Design Decisions, or any of the other Commercial Terms, such changes must be processed pursuant to Articles 9 and 10 of the General Conditions.

c. Once a Reliable Design Decision is incorporated into the Design Log, it shall be binding on the Design Builder as if set forth in the Owner's Program and/or the Basis of Design Documents, as applicable.

.7 Trend Log. If the Design-Builder does not know the extent to which a Design Submissions or a Design Submission will alter a Commercial Term, the Design-Builder shall request in writing for the Owner to agree to identify the Trend in the Trend Log.

a. The request to include a Trend in the Trend Log must include the following information:

i. Identification of the portion of the Design Submissions or Design Submission for which the costs are uncertain and may cause any Commercial Term to be exceeded;

ii. The estimated change in the applicable Commercial Term; and

iii. Potential impacts or changes to the Owner's Program or Basis of Design Documents as a result of the Trend.

b. The Design-Builder must obtain the Owner's consent to include the Trend in the Trend Log. The Design-Builder will track the Trend on the Trend Log, and the Trend Log shall be updated with the most recent information on a weekly basis.

c. The Parties will work collaboratively to resolve Trends in the Trend Log as quickly as possible. When a Trend in the Log is resolved, and the resolution changes the Basis of Design Documents and/or any other Commercial Term, the resolution shall be memorialized in a Change Order.

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 and recorded as set forth above. 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 in 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.

.1 The Construction Documents shall provide information customarily necessary in documents for projects of similar size, complexity, and quality, including its phasing and subcontracting mode. The Construction Documents shall include all information required by the building trades to complete the construction of the Project, other than such details customarily developed by others during construction. To the extent not prohibited by the Contract Documents or Applicable Code Requirements, and subject to written approval by the Owner, Design Builder may prepare Construction Documents for approved Construction Packages for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

.2 It is acknowledged by the parties hereto that inherent in a design build project, the production and review of Construction Documents may be a continuing process with portions thereof completed at different times. The Design Builder will limit the Construction Packages for Owner's review to a reasonable number, unless approved in writing by the Owner. Contract Schedule shall indicate the times for the Owner to review the completion of each such portion of the Construction Documents and a reasonable time for review of same.

2.4.3 Owner's review and approval of Design Submissions, meeting minutes, the Design Log, the Trend Log, 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 Design Submissions, meeting minutes, the Design Log, the Trend Log and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner, and Owner's review shall not be deemed an approval or waiver by the Owner of any deviation from, or of the Design Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been expressly identified as such in writing in the documents submitted by the Design Builder and approved by the Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review and approve the design submissions, such time period shall not be less than ten business days.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements and with the Owner's written permission, Design-Builder may prepare interim Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

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

2.5.2 The Commercial Terms shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date the parties agree upon the Commercial Term. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary 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.

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 Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, 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.

2.8 Subcontracts

2.8.1 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all Subcontractors. To the extent that the Design-Builder has not selected a Subcontractor prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Subcontractors prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder may not substitute listed Subcontractors identified in the Design-Builder's Proposal or previously approved by Owner without Owner's prior consent; such consent shall not be unreasonably withheld. The Contract Documents shall not be construed to create a contractual

relationship of any kind between Owner and any Subcontractor of any tier.

2.8.2 Design-Builder shall submit a Subcontracting Procurement Procedure during Phase 1 as required in Exhibit C, subject to the approval of the Owner. After approval by the Owner, Design-Builder may only modify the Subcontracting Plan upon obtaining written approval from the Owner. Design-Builder may not award any Subcontract on the basis of a lump sum price without obtaining prior written permission from the Owner, such permission shall not be unreasonably withheld.

2.8.3 All subcontracted Work associated with the performance of the construction shall be awarded by Design-Builder in accordance with a Subcontractor Procurement Procedure established during Phase 1. Unless otherwise agreed in writing by the Parties, the best value selection process shall contain mutually acceptable evaluation Requirements for the proposal and selection process that is clear and consistent and, when applicable, includes both qualifications and price. The Subcontractor Procurement Procedure shall comply with the following requirements:

.1 Design-Builder shall identify the scope of subcontracted Work ("Subcontract Package") and shall identify at least three pre-qualified Subcontractors for each Subcontract Package. The Owner may reject any pre-qualified Subcontractor for good cause.

.2 Design-Builder shall select from the pre-qualified Subcontractors for the Subcontract Package, unless Design-Builder obtains prior, written approval from the Owner.

.3 If Design-Builder cannot reasonably identify three pre-qualified Subcontractors, then it shall inform the Owner in writing as to the reason for the inability to identify the pre-qualified Subcontractors, and Design-Builder shall not proceed with the selection of a Subcontractor without obtaining prior, written approval from the Owner.

.4 Design-Builder shall select Subcontractors on the basis of the Best Value for the Project. If the Best Value is not the lowest price, Design-Builder shall obtain written approval of the Subcontractor selection from the Owner, such approval shall not be unreasonably withheld.

2.8.4 Design-Builder must obtain prior, written approval from the Owner for the Design-Builder to self-perform construction Work.

.1 For each scope of Work for which Design-Builder proposes self-performance, Design-Builder must submit to the Owner a proposal that contains the following minimum information as well as any other information reasonably requested by the Owner:

a. A detailed description of the scope of Work;

b. A detailed explanation of the effect of the self-performed construction Work on the Project, including but not limited to cost savings, benefits to the Project, and risks to the Project; and

c. An explanation of i) how the self-performed construction Work will be priced (i.e. Lump Sum, Not to Exceed, etc.), and ii) how the reasonableness of the costs for the self-performed construction Work will be verified.

.2 Design-Builder will provide the Owner with an estimate of the costs for all self-performed construction Work on an open book basis. In calculating the costs for self-performed construction Work, whether such costs are proposed on the basis of a Cost of the Work or a Lump Sum, the following shall apply:

a. The costs for self-performed construction Work shall not include costs that are also included in the Lump Sum General Conditions Amount.

b. Notwithstanding the above, Design-Builder may include in the costs for self-performed construction Work additional general conditions costs that are directly associated with the self-performed construction Work that Design-Builder would not have incurred but for the self-performed construction Work.

2.8.5 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.

2.8.6 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.

2.8.7 Design-Builder shall keep the Site reasonably 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.

2.9 Design-Builder's Responsibility for Project Safety.

2.9.1 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.

2.9.2 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 Legal 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 Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.9.3 Design-Builder's responsibility for safety under this Section 2.9 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 injuries, losses, damages or accidents resulting from their performance of the Work.

2.10 Design-Builder's Warranty.

2.10.1 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 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 in a commercially reasonable manner. 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 2.10 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.11 Correction of Defective Work.

2.11.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including but not limited to that part of the Work subject to Section 2.10 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 any specific warranty included in the Contract Documents.

2.11.2 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 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 period identified herein shall be deemed inapplicable.

2.11.3 The one-year period referenced in Section 2.11.1 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.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, 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 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 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Owner has provided information in the Owner's Program ("Owner Provided Information"). The Owner Provided Information contains design or prescriptive specifications, and the Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design or prescriptive specifications and their compatibility with other information set forth in Owner Provided Information, including any performance specifications, but only for the purposes of developing the Design-Builder's Phase 1 Scope of Services (Exhibit E), the Phase 1 Not to Exceed Amount and the Design-Builder's Lump Sum for Overhead and Profit. Notwithstanding the above, Design-Builder is required to perform an independent evaluation of the Owner Provided Information during Phase 1 as set forth in Exhibit C to the Agreement and may not rely on the Owner Provided Information for the purposes of performing the Work. Provided Design-Builder complies with other requirements set forth in the Contract Documents regarding entitlement to adjustment of Commercial Terms, such as but not limited to those regarding notice of claims to the Owner and identification of differing site conditions, Design-Builder may be entitled to an adjustment in Phase 1 Scope of Services, Phase 1 Not to Exceed Amount and/or the Design-Builder's Lump Sum for Overhead and Profit, but only to the extent Design-Builder's cost and/or time of performance have

been adversely impacted by such inaccurate design or prescriptive specifications in the Owner Provided Information that is discovered in Phase 1.

3.2.2 Owner is 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. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 If Design-Builder has a reasonable belief that Owner will not have sufficient funds to complete the Project, at Design-Builder's written request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted 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. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in Section 2.6.1.

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 Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site that could have been reasonably discovered during the Phase 1. Unless working with such Hazardous Condition is part of the scope of the Work, upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions that are not set forth as part of the Work or that could not have been reasonably discovered during the Phase 1, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Unless expressly provided in the Contract Documents to be part of the Work, 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 Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site pursuant to this Section.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.1.7 With respect to Hazardous Conditions that are part of the Work, Design-Builder agrees to comply with all applicable regulatory authorities, including but not limited to any statute, regulation or regulatory agency regarding such Hazardous Conditions. Design-Builder agrees to work cooperatively with Owner and regulatory agencies with jurisdiction over the Project to properly handle, dispose of, and/or remediate any Hazardous Conditions.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in Exhibit D or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the applicable Commercial Term to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Pursuant to Exhibit C, Design-Builder is required to submit a Differing Site Conditions Report at the conclusion of Phase 1 with the Phase 2 Proposal. Notwithstanding the above, provided the parties sign the Phase 2 Amendment, Design-Builder shall not be entitled to a Change Order for Differing Site Conditions pursuant to Section 4.2.1 above if the Differing Site Condition could have been discovered, with reasonable diligence, during Phase 1 and was not included in the Phase 2 Proposal, including all information required in Exhibit C.

4.2.3 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered. Design-Builder and Owner shall work together cooperatively to determine the appropriate course of action

regarding any Differing Site Condition.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in Alaska , and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Upon signing and returning the signed Agreement to the Owner, and in any event, prior to performing any Work under this Agreement, Design-Builder shall provide Owner with certificates and a Proof of Insurance in the form attached as Exhibit I 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. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate and Proof of Insurance evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner will maintain its usual insurance applicable to the Project.

5.3 Design-Builder's Property (Builder's Risk) Insurance.

5.3.1 Design-Builder shall procure and maintain from insurance companies authorized to do business in Alaska builder's risk insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums, and all other expenses incurred to replace or repair the insured property. The builder's risk insurance obtained by Design-Builder shall be the broadest coverage commercially available and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal, testing and start-up of building systems, and reasonable compensation for architect's and contractor's services and expenses as a result of a loss, and other perils or causes of loss as called for in the Contract Documents. The builder's risk insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Design-Builder is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Prior to Design-Builder commencing any Work, Design-Builder shall provide Owner with certificates and a Proof of Insurance in the form attached as Exhibit I evidencing that (i) all Design-Builder's property insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final acceptance from Owner 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. Design-Builder shall notify Owner within ten (10) days of receipt of any notice of cancellation or non-renewal sent by the insurance company. Design-Builder's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.7.2 hereof. Design-Builder shall provide Owner with the necessary endorsements from the insurance company prior

to occupying a portion of the Work.

5.3.3 Any loss covered under Design-Builder's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.4 Owner and Design-Builder waive against each other and each of their Subcontractors, Design Consultants, Subcontractors, agents and employees of each of them , all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work pursuant to Exhibit C. 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. Design-Builder will furnish, as part of the Schedule of Values, adequate and reliable cost justification and documentation so as to provide both Owner and Design Builder a transparent understanding of the cost data estimates and bids that comprise the initial baseline Schedule of Values as well as any updates thereto.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first 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. When Design-Builder submits its monthly Application for Payment, it shall include, in addition to other requirements a waiver and release of claims and mechanic's liens. Payments will not be considered due and payable by Owner unless these forms are properly completed and timely received by Owner.

6.2.2 Reconciliation. At the time it submits an Application for Payment, Design-Builder shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Project Schedule.

6.2.3 Stored Materials. If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off Site, provided Design-Builder complies with or furnishes satisfactory evidence of the following:

.1 The material will be placed in a warehouse that is structurally sound, dry, lighted and suitable for the materials to be stored;

.2 The warehouse is located within a 10-mile radius of the Project. Other locations may

be utilized, if approved in writing, by Owner;

.3 Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);

.4 Design-Builder furnishes Owner a certificate of insurance and Proof of Insurance (Exhibit I) extending Design- Builder's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;

.5 The warehouse (or secure portion thereof) is continuously under lock and key, and only Design-Builder's authorized personnel shall have access;

.6 Owner shall at all times have the right of access in company of Design-Builder;

.7 Design-Builder and its surety assume total responsibility for the stored materials; and

.8 Design-Builder furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Site.

6.2.4 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.5 By submitting the Application for Payment Design-Builder (a) represents that the Work described herein has been performed consistent with the Contract Documents and has progressed to the point indicated in the Application for Payment; (b) certifies that all Subcontractors have been paid, less earned retainage in accordance with the Agreement, as their interests appeared in the last preceding Application for Payment, if payment for the application has been paid to the Design-Builder more than 10-days prior to the current application; and (c) recertifies that Design-Builder's prior certifications are true and correct, to the best of Design-Builder's knowledge, as of the date of 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.

6.3 Payments.

6.3.1 Payment. Owner shall make progress payments, in such amounts as Owner determines are properly due, within thirty (30) days after receipt of the Initial invoice or a properly executed Application for Payment. Owner shall notify Design-Builder if an Application for Payment does not comply with the requirements of the Contract Documents or if payment will be withheld.

6.3.2 Retainage. Owner shall retain five percent (5%) of the amount of each progress payment due under an Application for Payment and receipt of all documents required by Governmental Rule or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. At Owner's option, it may decide to stop collecting retainage after the project reaches 50% completion.

6.3.3 Title to Work Covered by Progress Payments. Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Design-Builder from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Design-Builder with the Contract Documents.

6.4 Owner's Right to Withhold Payment and Offset

6.4.1 Withholding of Payment. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including:

.1 Work not in accordance with the Contract Documents;

.2 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

.3 Work by Owner to correct defective Work or to complete the Work;

.4 Design-Builder's failure to perform in accordance with the Contract Documents; and

.5 Costs, claims, or liability that are the result of Design-Builder's failure to perform in accordance with the Contract Documents, including Liquidated Damages.

6.4.2 Owner's Offset Rights. If, at the time any payment by Owner is due under this Article 6, Design-Builder is liable to Owner for any amounts in accordance with the provisions of the Contract Documents (including Liquidated Damages), Owner may deduct the outstanding amount of such claims against Design-Builder from the amount payable to Design-Builder.

6.4.3 Payment Disputes. If Design-Builder disputes Owner's determination of payments due hereunder, or disputes any offsets or withholding by Owner, Design-Builder shall have the right to submit the dispute for resolution in accordance with Article 10. Pending resolution of any such dispute, Design-Builder shall continue its performance of the Work in accordance with the Contract Documents. Amounts determined by such resolution process to have been properly due shall be payable by Owner within thirty (30) days after (a) the effective date of the Parties' negotiated settlement or (b) absent such settlement, the arbitration award issued pursuant to Section 10.3.2.

6.5 Right to Stop Work and Interest.

6.5.1 If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof, provided Design-Builder gives Owner five business days' written notice of its intent to stop work and an opportunity to cure the late payment. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.6 Design-Builder's Payment Obligations.

6.6.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties and Alaska state law, 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.

6.7 Substantial Completion.

6.7.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.7.2 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.7.1 above, (ii) 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 (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.8 Final Payment.

6.8.1 Application for Final Payment. Once Owner has issued a Certificate of Final Acceptance, Design-Builder shall be entitled to submit an Application for Final Payment, which

application will include the following information:

.1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner might in any way be responsible have been paid or otherwise satisfied and that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, Equipment and Material, 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 written notice of any outstanding disputes or claims between Design-Builder and any of its Subcontractors, including the amounts and other details thereof;

.3 a general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims pending in accordance with Article 10;

.4 consent of Design-Builder's surety to final payment;

.5 certificates of insurance and Proof of Insurance (Exhibit I) confirming that required coverages will remain in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, consistent with the requirements of the Contract Documents;

.6 a written statement that Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;

.7 Owner's receipt of verification from the State of Alaska Department of Labor and Workforce Development that:

(i) Design-Builder has complied with AS 36.05.045(a) and

(ii) the Department is not conducting an investigation and

(iii) the Department has not issued a notice of violation of AS 36.05 to Design-Builder or any subcontractor..

6.8.2 Payment. Within thirty (30) days after receipt of an acceptable Application for Final Payment, Owner shall pay to Design-Builder the unpaid balance of the Contract Price (less any Retainage per Article 6), reduced by any amounts owed by Design-Builder to Owner pursuant to this Contract which have not been paid by Design-Builder. Retainage funds shall be released pursuant to state law.

6.8.3 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.

6.8.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.10 and 2.11 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 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, 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. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

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 of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided 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 Except as set forth in Section 7.4.2 below, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its Consultants, and their respective, its officers, directors, and employees (collectively "Indemnitees") from and against non-party claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions 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. Design-Builder's duty to indemnify shall not apply to liability for damages arising out of Design-Builder's services or out of bodily injury to persons or damage to property that are (a) caused by or resulting from the sole negligence of Indemnitee or (b) caused by or resulting

from the concurrent negligence of (i) Indemnitee, its agents or employees and (ii) Design-Builder, its agents or employees, with such liability limited only to the extent of the negligence of Design-Builder, it's agents or employees.

7.4.2 For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness, or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions 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.

7.4.3 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 Sections 7.4.1 and 7.4.2 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. Solely for the purposes of the indemnification obligations under this Agreement, Design Builder specifically and expressly waives any immunity that may be granted it under the worker's compensation laws under the Alaska Workers' Compensation Act, provided that such waiver shall be expressly limited to Design-Builder's indemnity obligations herein and shall not be intended as a benefit to any third party. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts.

7.4.3 THE PARTIES ACKNOWLEDGE THAT THE INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT AND THE WAIVER OF IMMUNITY UNDER THE ALASKA WORKERS' COMPENSATION ACT WERE MUTUALLY NEGOTIATED.

OWNER'S INITIALS: (_____)

DESIGN-BUILDER'S INITIALS: (_____)

7.4.4 The Owner shall not be responsible or be held liable for any damage to person or property consequent upon the use, misuse or failure of any crane, hoist, rigging, blocking, scaffolding or other equipment used by the Design-Builder or any of its Subcontractors, even though the said crane, hoist, rigging, blocking, scaffolding, or other equipment be furnished or loaned to the Design-Builder by the Owner. The acceptance and/or use of any such crane, hoist, rigging, blocking, scaffolding or other equipment by the Design-Builder or its Subcontractors shall be construed to mean that the Design-Builder accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse or failure of such apparatus whether such damages by its own employees or property or to the employees or property of other contractors, the Owner, or otherwise.

7.5 Lower Tier Contractors Indemnification Obligations

7.5.1 Design-Builder shall include in its contracts with all lower tier contractors, including but not limited to its Design Consultant, Subconsultants, and Subcontractors, the indemnification obligations set forth in this Agreement and the General Conditions and shall include Owner as an Indemnitee for all such indemnification provisions.

7.6 Limited Recourse.

7.6.1 None of the obligations set forth in this Agreement (on behalf of any Party) constitute personal obligations of any natural persons who are the officers, shareholders, members, partners, employees, or agents of any Party unless the natural person is expressly identified as a contracting party. All Parties to this Agreement shall not seek recourse against any natural person described

herein. This provision, however, shall not protect such natural persons from liability for willful misconduct, illegal acts or intentional violation of any duty of corporate loyalty.

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 and any Amendment to the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed on the critical path 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, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will 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, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to the Design-Builder's Delay Rate set forth in Section 6.4.5.4 of the Agreement, provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

.1 The scope of the change in the Work;

.2 The amount of the adjustment to the Contract Price or any Commercial Term; and

.3 The extent of the adjustment to the Contract Time(s) or any Commercial Term.

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.1.4 Owner may make changes in the Project, including but not limited to adding and/or removing Work from the Project. In such case, Design-Builder shall adjust the remaining Work to meet Owner's Project changes as reasonably possible within the applicable Commercial Term. At Owner's sole discretion, it may remove Work from the Project rather than increase the applicable Commercial Term to equitably adjust for claims by Design-Builder or increased costs on the Project.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a

change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner; or

.3 As set forth in Section 9.4.3 below.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 Pricing Components for Changed Work. The value of any Changed Work that is compensable, of any disputed Work Change Directive and of any other increase or decrease in the Contract Price, including a Claim, shall be limited to the following costs to the extent that the Design-Builder demonstrates that the costs are both reasonable, actually incurred, not otherwise disallowed (collectively "Changed Work"), Changed Work shall be subject to any Not to Exceed Amount agreed upon by the Parties.

.1 For Changed Work that is priced on the basis of the Cost of the Work, Design Builder shall be compensated up to a Not to Exceed Sum for the following:

a. The Cost of Changed Work, which shall be determined in the same way as the Cost of the Work set forth in Section 6.3 of the Agreement;

b. Any Allowance pursuant to Section 6.4.1 of the Agreement; and

c. Design Builder's Contingency pursuant to Section 6.4.4 of the Agreement.

.2 For Extra Work that is priced on a Lump Sum basis, Design Builder shall be compensated pursuant to Section 6.4.3 of the Agreement.

.3 If the parties have entered into the Phase 2 Amendment, the Cost of Extra Work shall not include any items included in the Lump Sum General Conditions Amount pursuant to Section 6.4.5 of the Agreement or the General Conditions Costs set forth in Section 6.3.15 of the Agreement.

.4 Design-Builder shall be entitled to include an appropriate amount for Overhead and Profit, not to exceed 10% in the compensation for Changed Work. The fee for Subcontractor's Changed Work shall be computed as follows:

a. Design-Builder shall receive eight percent (8%) of fixed-price costs or six percent (6%) of the time-and-material costs owed directly to a Subcontractor for materials

supplied and/or Work properly performed by that Subcontractor or owed directly to a Design Consultant for services it properly performs.

b. Each Subcontractor of any tier shall receive eight percent (8%) of fixed-price costs or six percent (6%) of the time-and-material costs owed directly to a lower-tier Subcontractor for materials supplied and/or Work properly performed by that Subcontractor.

9.4.4 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 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 in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such written notice shall be separate from the Design Log or Trend Log maintained by the Design-Builder, unless the parties specifically agree to allow the Trend Log to operate as such written notice of claims. The Design-Builder shall provide more complete information with respect to the claim within fourteen (14) days of the initial notice, the more complete information shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request. The failure to provide timely written notice of any claim shall operate as a waiver of such claim, but only to the extent that the failure to provide timely written notice prejudices the position of the non-claiming party.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or

disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Good faith mediation is a condition precedent to proceeding with arbitration or other binding dispute resolution procedure. Representatives of the parties with authority to resolve the dispute shall be present at any mediation.

10.3 Dispute Resolution.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by the Superior Court of Alaska First Judicial District, unless the parties mutually agree otherwise.

10.3.2 The prevailing party in any final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. The prevailing party, if any, shall be determined by the applicable binding dispute tribunal.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations for undisputed amounts to Design-Builder as well as any further amounts pursuant to Section 9.4.4, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

10.5.3 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the ability of any party to recover consequential damages that are covered by insurance.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of any Commercial Term, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and the Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the

ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed

or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 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.

13.3 Successorship.

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

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of Alaska, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 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.

13.6 No Waiver.

13.6.1 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.

13.7 Headings.

13.7.1 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.

13.8 Notice.

13.8.1 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, (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, or (iv) by electronic mail, by the time frame stated in the email generated confirmation that notice was received by the email of the intended recipient.

13.9 Amendments.

13.9.1 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.

EXHIBIT A
DESIGN-BUILDER'S INSURANCE REQUIREMENTS
HAINES BOROUGH
LUTAK DOCK REPLACEMENT

1.1 Insurance Types and Limits.

1.1.1 Design-Builder shall purchase and maintain insurance of the types, with limits of liability, containingsuch endorsements and subject to such terms and conditions as follows, as well as Article 5 of DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition):

Type of Insurance [Insert Rating of Carrier]	**Minimum LimitsRequired** ***Per Claim/Occurrence***	**Minimum Limits Required** ***Aggregate Policy Limits***	**Maximum Deductible**
1. Worker's Compensation	Statutory Limits	Statutory Limits	Commercially reasonable deductibles (maximum of $50,000). All deductibles will be paid by the design-builder.
2. Employer's Liability (Bodily Injury by Accident)			
a. By Disease	$ 2,000,000	n/a	
b. Each Accident	$ 2,000,000	n/a	
c. Each Employee	$ 2,000,000	n/a	
3. Commercial General Liability			
a. Bodily Injury/Property Damage per occurrence limit	$ 2,000,000	n/a	
b. Bodily Injury/Property Damage aggregate limit	n/a	$ 4,000,000	
c. Products/Completed Operation aggregatelimit	n/a	$ 4,000,000	
d. Personal and Advertising Injury aggregatelimit	n/a	$ 4,000,000	
e. Medical Expense limit (any one person)	$ 5,000	n/a	
4. Contractor's Protective Liability (if applicable)	Separate coverage or included in item #6		
5. Commercial Automobile Liability	$ 2,000,000 CSL	n/a	
6. Professional Errors and Omissions pursuant to Section 1.1.3 (A) and 1.1.3 (B) below (per claim/aggregate) providing coverage for services performed by the named insured and any person or entity for whom the named insured is responsible	$ 2,000,000	$ 2,000,000	
7. Contractor's Pollution Liability including coverage for microbial matter (if applicable)	$n/a	n/a	
8. Umbrella Excess Liability Insurance	$10,000,000	10,000,000	
9. Builder's risk insurance provided pursuant to Article 5 of the General Conditions	$ An amount equal to the full insurable value of the completed project on a replacement cost basis		

1.1.2 The insurance required by this Section 1.1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether writtenon an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

1.1.3 PROFESSIONAL LIABILITY INSURANCE.

1.1.3(A) Professional Liability Insurance To Be Provided By Design Consultant. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design Consultant.

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design Consultant.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design Consultant's practice policy and shall include in the Design Consultant Agreement a provision requiring the Design Consultant to give the Design-Builder 30 Days written notice of any cancellation or non-renewal.

1.1.3(A).1 The only permissible exclusion, limitation or restriction with respect to construction means, methods and techniques is one that applies to the implementation of such construction means, methods, techniques, sequences, or procedures by the Design Consultant or any person or entity providing design or other professional services as its Sub-Consultant. This exclusion is permissible only if such entities are not performing any construction activities. Notwithstanding the above, a Design Consultant's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

1.1.3(A).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.3(A).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design Consultant.

1.1.3(A).4 The policy must provide coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

1.1.3(A).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design Consultant then it is the responsibility of Design Consultant to ensure that such person or entity provide Design-Builder and Design Consultant with evidence of insurance to comport with this Exhibit.

1.1.3(A).6 Waiver of subrogation is to be provided in favor of Design-Builder and its officers, directors and employees, and (if commercially available) Owner and its officers, directors and employees.

1.1.3(B) Professional Liability Insurance To Be Provided By Design-Builder. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design-Builder.

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design-Builder.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design-Builder's practice policy.

1.1.3(B).1 The Design-Builder's policy cannot contain any restriction, limitation or exclusion pertaining to construction means, methods, techniques, sequences or procedures except that the professional liability policy can exclude, limit or restrict coverage for claims, but only to the same extent that such coverage is provided by the Design-Builder's valid and collectible commercial general liability and umbrella/excess liability policies. Notwithstanding the above, a Design-Builder's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences, or procedures.

1.1.3(B).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.3(B).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design-Builder.

1.1.3(B).4 The policy must provide coverage for damages resulting from delays, including delays in project completion, and cost overruns that result from the rendering or failure to render professional services.

1.1.3(B).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design-Builder then it is the responsibility of Design-Builder to ensure that person or entity provide Design-Builder with evidence of insurance to comport with this Exhibit.

1.1.3(B).6 Waiver of subrogation is to be provided in favor of Design-Builder and Owner (if commercially available) and their respective officers, directors and employees.

1.1.4 Any coverage required to be maintained after Final Payment shall be identified below:

General Liability, including completed operations coverage

Worker's Compensation

Professional Liability, including Contractor's Protective Liability, if applicable.
Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion.

2.1 Coverage Parameters and Endorsements.

2.1.1 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form CG 00 01 or its equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-Builder.

2.1.1.1 Acceptable professional liability exclusions to the Design-Builder's commercial general liability insurance are limited to ISO endorsements CG 2280 or CG 2279 or their equivalent.

2.1.2 General Liability, Automobile Liability, Worker's Compensation/Employers Liability and UmbrellaExcess Liability policies shall each include the following endorsements:

2.1.2.1 Unintentional Errors and Omissions Endorsement

2.1.2.2 Notice of Occurrence Endorsement

2.1.2.3 Knowledge of Occurrence Endorsement

2.1.3 Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

2.1.4 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall bewritten in accordance with the scheduled underlying policies and must be as broad as the underlying policies.

2.1.5 Contractors Pollution Liability shall either be written on an occurrence or claims-made basis. Ifwritten on a claims-made basis, the policy must comport to Section 4.1.5.

2.1.5.1 The policy is to provide coverage for off-site transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site disposal, treatment and storage facilities.

2.1.5.2 Any restriction, limitation, or exclusion related to Naturally Occurring Substances must be modified so as not to apply to microbial matter and the release of such Naturally Occurring Substances as a result of the performance of Operations.

3.1 Additional Insureds

3.1.1 Owner and Owner's officers, directors and employees shall be included as an additional insured ongeneral liability, umbrella/excess and automobile liability policies of insurance of the Design-Builder and its Subcontractors and Design Consultants at any tier. If required, as set forth above, Owner shall also be included as an additional insured on the Design-Builder's Contractor's Pollution Liability policy of insurance. No person shall be named as an additional insured on any professional liability policy or worker's compensation. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Design-Builder shall furnish to Owner a copy of all Certificates of Insurance showing the Owner as additional insured as set forth above as well as Proof of Insurance in the form attached as Exhibit I. Design- Builder shall require Subcontractors and Design Consultants of any tier to furnish such certificates and Proof of Insurance, and upon request of the same will furnish them to the Owner.

3.1.2 Each of the policies designated in section 3.1 is to provide a waiver of subrogation in favor of those persons or entities included as additional insureds. A waiver of subrogation is also to be provided tosuch entities under Worker's Compensation/Employer's Liability policies.

3.1.3 Additional Insured coverage provided under the Commercial General Liability/Umbrella/Excessand, if applicable, Design-Builder's Contractor's Pollution Liability policies, shall cover both the premises/operations and completed operations hazards.

4.1 Terms and Effective Dates.

4.1.1 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination dateof the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

4.1.2 If the Contractor's Pollution Policy is made on a claims-made basis, the policy date or RetroactiveDate shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

4.1.3 Professional Liability coverage shall be retroactive to the date that professional services first commenced.

4.1.4 All Claims-Made Policies must: (a) permit reporting of circumstances that could give rise to a claim;and (b) provide coverage for post-expiration claims resulting from such circumstances.

4.1.5 Any coverage required to be maintained after Final Payment shall be identified below:
General Liability, including completed operations coverage

Worker's Compensation

Professional Liability, including Contractor's Protective Liability, if applicable.
Umbrella Coverage

Such coverage shall remain in place for six (6) years after Substantial Completion.

EXHIBIT B1
PERFORMANCE BOND FORM
HAINES BOROUGH
LUTAK DOCK RESTORATION

PERFORMANCE BOND FOR DESIGN-BUILD PROJECTS

This bond form has been endorsed by The National Association of Surety Bond Producers and The Surety & Fidelity Association of America

DESIGN-BUILDER/PRINCIPAL: *(Name and address)*	**SURETY:** *(Name and contact information)*
OWNER/OBLIGEE: *(Name and address)* **Haines Borough** **103 Third Ave.** **Haines, AK 99827**	**PROJECT:** *(Name and location)* **Lutak Dock Restoration**
DESIGN-BUILD AGREEMENT: Dated: Amount:	**BOND DATE:** *(Not earlier than date of Design-Build Agreement)* **BOND AMOUNT:**

MODIFICATIONS TO THIS BOND:

(List modifications to this Bond below. If none, write "None")

BOND TERMS AND CONDITIONS

1 Binding Effect. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Design-Build Agreement, which is incorporated herein by reference.

2 Intent of Bond. If the Design-Builder performs its obligations under the Design-Build Agreement, then the Surety's obligations under this Bond are null and void, except to participate in meetings as provided in Section 5.

3 Waiver of Notice. The Surety hereby waives notice of changes to the Design-Build Agreement, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.

4 Owner's Obligations. If there is no default in Owner's obligations under the Design-Build Agreement, then the Surety's obligation under this Bond shall arise after the following steps have been taken by Owner, as a condition precedent to a Bond claim:

4.1 The Owner has first provided written notice to the Design-Builder and Surety at the addresses listed on page 1 of this Bond, that Owner is considering declaring the Design-Builder in default and has requested and attempted to arrange a meeting with the Design-Builder and Surety, to be held not later than fourteen (14) days after receipt of Owner's notice, to discuss methods of performing the Design-Builder's obligations under the Design-Build Agreement. If the Owner, Design-Builder and Surety agree, the Design-Builder shall be allowed a reasonable time to perform its obligations under the Design-Build Agreement, but such an agreement shall not waive the Owner's right, if any, subsequently to declare the Design-Builder in default;

4.2 The Owner declares the Design-Builder to be in default, terminates the Design-Build Agreement and notifies the Surety in writing; and

4.3 The Owner has agreed to pay the balance remaining under the Design-Build Agreement (i.e., the total amount payable by the Owner to the Design-Builder thereunder less amounts properly paid by the Owner to the Design-Builder, the "Contract Balance") to:

.1 The Surety, in accordance with the terms of the Design-Build Agreement; or
.2 Another design-builder selected pursuant to Section 5.3 to perform the remaining obligations under the Design-Build Agreement.

5 Surety's Obligations. When Owner has satisfied the conditions of Section 4, the Surety shall promptly take one of the following actions, at the Surety's expense:

5.1 Arrange for the Design-Builder to perform and complete the remaining obligations under the Design-Build Agreement, with consent of Owner;

5.2 Undertake to perform and complete the remaining obligations under the Design-Build Agreement itself, through its agents or through independent contractors;

5.3 Obtain bids or negotiated proposals from qualified design-builders acceptable to Owner for a contract for performance and completion of the Design-Build Agreement, arrange for a contract to be prepared for execution by Owner and a design-builder selected with Owner's concurrence, to be secured by performance and payment bonds equivalent to those for the Design-Build Agreement, issued by a qualified surety. The Surety shall: a. make available as Work progresses sufficient funds to pay the cost of completion of the Design-Build Agreement; and, b. pay to Owner the amount of damages as described in Section 7;

5.4 Waive its right to complete the Work under Sections 5.2 or 5.3, and reimburse the Owner the amount of its reasonable costs to complete the Work; or

5.5 Deny liability, in whole or in part, and notify the Owner in writing, citing reasons therefor.

6 Owner's Rights. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond and stating that the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, under Section 5.5, the Owner shall be entitled without further notice to enforce any remedy available to it.

7 Damages Covered. In any event, the Surety's obligations to the Owner, and the Owner's obligations to the Surety, shall not be greater than those of the Owner and Design-Builder to each other, respectively, under the Design-Build Agreement. Subject to commitment by Owner to payment of the Contract Balance, the Surety is obligated without duplication for:

7.1 The responsibilities of Design-Builder for correction of defective Work and completion of the Project;
7.2 Additional legal, design professional and delay costs resulting from Design-Builder's default, and resulting from the actions or failure to act of Surety under Paragraph 5; and
7.3 Liquidated damages, or if no liquidated damages are specified in the Design-Build Agreement, actual damages caused by delayed performance or non-performance of Design-Builder.

8 Bond Liability. The Surety shall not be liable to the Owner or others for obligations of the Design-Builder that are unrelated to the Design-Build Agreement, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.

9 Beneficiaries. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors, unless some other party is named in this Bond as a dual obligee.

10 Dispute Resolution. All disputes related to this Bond shall be instituted in any court of competent jurisdiction in the location in which the Project is located and shall be commenced within six (6) years after: a. the Owner declares the Design-Builder in default under Section 4.2; or, b. Substantial Completion of the Project, whichever occurs first. If the provisions of this Section 10 are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the Project is located shall be applicable.

10.1 In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-Builder is not a necessary or indispensable party to any legal action by Owner against Surety to enforce the Surety's obligations under this Bond.

11 Notice. Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information shown on page 1.
(List any alternate contact information below for notice to the Surety of any claim on this Bond. If none, then use the contact information on page 1)

For Claims on this Bond:
(check appropriate box)
Use the contact information shown on page 1;
(fill in Surety claims administrator contact information below)

12 Statutory Compliance. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

13 Warranty Obligation. The Surety's obligations to the Owner for warranties of the Design-Builder shall be the same as those required of the Design-Builder under the Design-Build Agreement, subject to the time limitation in Section 10. Unless otherwise stated below, the Surety's obligation for such warranties excludes: a) products, materials or equipment covered by a manufacturer's separate warranty; and b) warranty claims by the Owner first noticed to Surety in writing more than one year after the effective date of such warranty as specified under the Design-Build Agreement.
(List below any exceptions to the above limitations on Surety's warranty obligation, if any)

14 Authorization. The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

DESIGN-BUILDER (AS PRINCIPAL) Company:	**SURETY** Company:
Signature:	Signature:
Name and Title:	Name and Title:
	Corporate Seal
	(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

EXHIBIT B2
PAYMENT BOND FORM
HAINES BOROUGH
LUTAK DOCK RESTORATION

PAYMENT BOND FOR DESIGN-BUILD PROJECTS

This bond form has been endorsed by The National Association of Surety Bond Producers and The Surety & Fidelity Association of America

DESIGN-BUILDER/PRINCIPAL: *(Name and address)*	**SURETY:** *(Name and address)*
OWNER/OBLIGEE: *(Name and address)* **Haines Borough** **103 Third Ave.** **Haines, AK 99827**	**PROJECT:** *(Name and location)* **Lutak Dock Restoration**
DESIGN-BUILD AGREEMENT: Dated: Amount:	**BOND DATE:** *(Not earlier than date of Design-Build Agreement)* **BOND AMOUNT:**

MODIFICATIONS TO THIS BOND:
(List modifications to this Bond below. If none, write "None")

BOND TERMS AND CONDITIONS

1 Binding Effect. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay for labor, services, materials and equipment furnished by Claimants for use in the performance of the Design-Build Agreement, which is incorporated herein by reference.

2 Intent of Bond. If the Design-Builder promptly makes payment of all sums for all labor, services, materials, and equipment furnished for use in the performance of the Design-Build Agreement, then the Surety's obligations under this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect.

3 Notice of Claim. Every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after such Claimant provided or performed the last of the work, services or labor, or furnished the last of the materials or equipment for which said claim is made, may have a right of action on this Bond.

3.1 Claimants shall provide written notice to the Surety and send a copy, or notice thereof, to Owner and Design-Builder, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, and the last date such work, services or labor were performed, or the last materials or equipment were furnished in furtherance of the Design-Build Agreement.

3.2 If Claimant does not have a direct contract with Design-Builder, the notice shall identify the person or entity with whom Claimant contracted and who has not made payment to Claimant.

4 Surety's Obligations. When a Claimant has satisfied the conditions of Section 3, the Surety shall promptly take the following actions at the Surety's expense:

4.1 Send an answer to that Claimant, with a copy to the Owner and Design-Builder, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any disputed portions or amounts.

4.2 Pay or arrange for payment of any undisputed amounts.

5 Bond Liability. If the Surety fails to discharge its obligations under Sections 4.1 or 4.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to successfully recover any sums found to be due and owing to the Claimant. If Claimant does not recover the entire amount claimed in its notice under Section 3, then such attorney's fees shall be reduced in proportion to the amount actually recovered.

5.1 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Design-Builder that are unrelated to the Design-Build Agreement, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.

6 Waiver of Notice. The Surety hereby waives notice of changes to the Design-Build Agreement, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.

7 Dispute Resolution. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the State in which the Project is located. Such suit or action must be filed within one (1) year from the date of final settlement of the Design-Build Agreement .If the provisions of this Section 7 are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the Project is located shall be applicable.

7.1 In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-Builder is not a necessary or indispensable party to any legal action by any party against the Surety to enforce the Surety's obligations under this Bond.

8 Statutory Compliance. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

9 Copy To Be Furnished. Upon written request of any person or entity appearing to be a potential Claimant on this Bond, Design-Builder shall promptly furnish a copy of this Bond or shall permit a copy to be made.

10 Claimant Defined. A Claimant is any individual or entity having a direct contract with the Design-Builder or having a contract with a subcontractor that has a direct contract with the Design-Builder to furnish services, labor, materials or equipment for use in the performance of the Design-Build Agreement.

10.1 A Claimant may include amounts owed by the Design-Builder for design and other professional services furnished or performed by Claimant regardless of whether such services might form the basis for a mechanic's lien under applicable State law.

11 Notice. Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information shown on page 1.

(List any alternate contact information below for notice to the Surety of any claim on this Bond. If none, then use the contact information on page 1)

For Claims on this Bond:
(check appropriate box)
□ Use the contact information shown on page 1; or
□ Use the following alternate contact information:
(fill in Surety claims administrator contact information below)

12 Subcontractor Bonds. If this Bond is issued for an agreement between the Design-Builder and a subcontractor, the term Design-Builder in this Bond shall be deemed to be the bonded subcontractor and the term Owner shall be deemed to be Design-Builder.

13 Authorization. The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

DESIGN-BUILDER (AS PRINCIPAL) Company:	**SURETY** Company:
Signature:	Signature:
Name and Title:	Name and Title:
	Corporate Seal
	(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

PART 1 PHASE 1 PROGRAM VALIDATION PERIOD SCOPE OF SERVICES

1.01 SUMMARY OF WORK

A. This Section sets forth the Scope of Work, the Deliverables, and the execution activities for Phase 1.

1.02 OWNER'S PROJECT GOALS

The Owner has established the following Project Goals for the Project. The Parties agree to work in good faith to meet and/or exceed the Project Goals:

A. **Design and Construct a Dock that Maximizes the Program Requirements within the Limited Budget.** The Design-Build Team will leverage the efficiencies of the progressive design-build process through innovative and lean design and construction techniques that provide an efficient and effective design with the most scope and programming within the Owner's established budget. The design will also optimize efficiency of operations and reduce long term maintenance.

B. **Execute a successful, collaborative Progressive Design-Build (PDB) Process to produce the envisioned project:** The Design-Build team will develop and utilize a collaborative relationship between the Owner, its stakeholders, and the Design-Build Team to exceed the Project Goals within the Owner's budget and schedule and demonstrating exemplary design and project management. The Design-Build Team will work with existing port users to minimize disruptions and to ensure the facially will function at a high level of service and efficiency when complete.

C. **Efficient Pricing and Schedule**. The Design-Build Team will provide transparent pricing and scheduling that allows the Owner to track design and construction concurrently as well as fast track design and construction to maximize the Owner's budget within the Project Schedule.

D. **Comply with Legal Requirements.** The Design-Build Team will understand and comply with all applicable State and Federal Legal Requirements.

E. **Design for Safety**. The Design-Build Team will create a design that enhances the safety of the project. The design and construction process will reduce re-work and interference with operations with a goal of no recordable incidents.

1.03 PHASE 1 SCOPE

A. Design Builder shall review, analyze, and validate the Initial Basis of Design Documents, the project budget, the Project Schedule, the Commercial Terms and any other information provided by the Owner, collectively referred to as "Owner Provided Information".

B. Design Builder shall conduct such site investigations, environmental assessments, review of regulatory and legal authority and restrictions, and assess other information as reasonably necessary to verify and validate the Owner Provided Information.

C. Design Builder shall review, analyze and validate the concepts for the Project elements as shown in the Initial Basis of Design Documents. In addition, Design Builder shall work collaboratively with the Owner and the Stakeholders to examine whether new concepts will better maximize the Owner's Project Goals, and if approved by the Owner, further develop such new concepts and incorporate them into the Project.

D. Not used.

E. Design Builder shall engage and work collaboratively with the Owner and the Project Stakeholders to obtain input regarding the Project design and functionality, as well as other major Project elements and to develop the Final Basis of Design Documents.

F. Design Builder shall engage and work collaboratively with the Owner and the Project Stakeholders to progress the design to a sufficient state to develop the Final Basis of Design Documents, the Project Schedule, and the Guaranteed Maximum Price within the project budget. The timing of the GMP Proposal and the percentage complete of the designs and specifications will be jointly determined by the Owner and the Design-Builder.

G. Design Builder shall provide the Deliverables during Phase 1 as set forth in Sections 2.01.A. and B. herein. Deliverables shall be provided in a format acceptable to the Owner.

H. At the conclusion of Phase 1, Design Builder shall prepare a GMP Proposal, including any modifications and/or clarifications to the Initial Basis of Design Documents as set forth in Section 2.01.B herein.

1.04 VALIDATION OF INFORMATION.

A. During Phase 1, Design Builder shall perform such assessments, reviews and investigations of the Owner Provided Information, as determined by Design Builder to be reasonably necessary to validate the Owner Provided Information as well as investigate any other information required to accomplish the Project, including but not limited to the information below. Additional reviews, assessments and investigations of Owner Provided Information shall include, if reasonably necessary, the following:

1. Verification that the As-Built drawings (if applicable) and other architectural and engineering drawings, plans and specifications are correct,

2. Constructability, including proposed methods of construction, of the proposed structures in the Initial Basis of Design Documents,

3. Verification of the architectural, engineering and other assumptions and calculations (if any) in any Owner Provided Information,

4. Examination and verification of actual site conditions as set forth below,

5. Verification of any surveys,

6. Review and assessment of all applicable legal and regulatory rules and restrictions on the Project, including consultation with permit authorities regarding their requirements,

7. Verification and validation of assumptions regarding the establishment of the Commercial Terms, including but not limited to the GMP, the Project Schedule, and the Initial and Final Basis of Design Documents.

B. Design Builder shall perform site investigations as necessary for Design Builder to verify the Owner Provided Information and to validate the Commercial Terms and the Initial Basis of Design Documents. Design Builder shall visit the Site and examine thoroughly and understand the nature and extent of the Work, site, locality, actual conditions, as-built conditions, and all local conditions and federal, state, and local laws and regulations that in any manner may affect cost, time, progress, performance or furnishing of the Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design Builder and safety precautions and programs incident thereto. Such additional investigations shall be conducted to sufficiently identify or characterize utility locations (underground and overhead), site conditions, contaminated materials, and observable or concealed conditions in the existing facilities, including but not limited to the following:

1. Undertake surveys, investigations and analysis to provide necessary data and information for project design including sufficient information to evaluate design alternatives.

2. Complete a comprehensive archaeological site survey and conduct a literature and data search to determine potentially archaeologically significant sites and conditions.

3. Perform Geotechnical soils sampling, testing, and analysis as necessary data and information for Project design At a minimum, test for contamination in areas to be excavated.

4. Subsurface investigation work, including the disturbance of existing vegetation, cannot proceed until all required permits have been obtained.

C. Design Builder will conduct or obtain and understand all such examinations, investigations, explorations, tests, reports and studies, in addition to or to supplement those referred to above, that pertain to the subsurface conditions, as-built conditions, underground facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, time, progress, performance or furnishing of Work, as Design Builder considers necessary for the performance or furnishing of Work for the Commercial Terms and in accordance with the Initial Basis of Design Documents as well as other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required from the Owner by Design Builder for such purposes.

D. All reports or analyses generated by Design Builder's research, testing, inspections, and investigations, including but not limited to geotechnical evaluations and hazardous materials studies, archaeological site surveys, hazardous materials investigations, etc., shall be provided to the Owner promptly, within seven (7) business days, after such reports are analyzed and generated.

E. Design Builder shall be responsible for ensuring that its design documents and construction work accurately conforms to, and interfaces with, the existing conditions and shall not request a change or claim for unforeseen or concealed conditions except as provided under the provisions of the Contract Documents.

F. The Design Builder shall work with the Owner to determine if additional examinations, investigations, explorations, tests, reports, studies or similar may be required after partial or complete demolition of the existing stations. This work shall be completed by the Design Builder and included in the GMP.

1.05 DEVELOPMENT OF FINAL BASIS OF DESIGN DOCUMENTS

A. Design Builder shall manage the design process in a collaborative, efficient, transparent and coordinated manner and conduct design workshops as required by the Contract Documents. The Final Basis of Design Documents will establish the scope of the Work and provide the basis for the GMP. The Final Basis of Design Documents must be consistent with the Initial Basis of Design Documents, unless the Owner has consented to modify its requirements in writing through a Change Order, Field Directive, or other written means allowed by the Contract Documents.

B. Design Builder shall provide for an orderly and timely approval process by the Owner and third parties, document review comments from the Owner and third parties, and take appropriate action.

C. The Owner will review and comment on the Design Submissions in a timely fashion. The Design-Builder will allow adequate time for the Owner to review the Design Submissions, which shall not be less than 10 business days.

D. Design Builder shall submit a written response to the Owner's design review comments, describing the action taken for each comment. Design Builder shall, in a timely fashion, bring to the attention of the Owner areas where new technologies, such as BIM or Design-Build processes, may require modifications to these requirements.

E. By submitting Design Submissions, Design Builder represents to the Owner that the Design Submissions may be designed and constructed for the then current Commercial Terms and in accordance with the Initial Basis of Design Documents, the Design Log, and any changes made thereto. Notwithstanding the above, Design Builder may propose Designs, Plans or other Submissions that may alter a Commercial Term or the Initial Basis of Design Documents; however, with any such Design Submissions, Design Builder must provide notice pursuant to Article 10 of the General Conditions.

1.06 DEVELOPMENT OF GMP PRICING

A. The forecasting and development of accurate project cost estimates throughout each phase of the Project is vital to the Owner's financial management strategy. The Owner relies on the Design Builder to provide and validate current and detailed cost estimates and forecasts that will be incorporated into the overall cost controls for the Owner.

B. Throughout the Project, Design Builder will update estimates and forecasts and provide data to the Owner to reflect real time information. Design Builder will provide all pricing, estimates and other data used to develop the Commercial Terms on an open and transparent basis. The project controls system used by the Design Builder shall be acceptable to the Owner and will be capable of being broken down and reported in a number of different work breakdown structures, including but not limited to organizing the financial data by cost element codes, subcontracts, vendors, Construction Document packages, etc.

C. The Design Builder will coordinate the development of the GMP pricing with the development of the Final Basis of Design Documents as well as the Project Schedule so that the Owner may obtain an accurate understanding of the GMP. The GMP set forth it the Agreement shall not be exceeded without a written Change Order.

1.07 DEVELOPMENT OF PROJECT SCHEDULE

A. The forecasting and development of the Project Schedule, including but not limited to the project phasing and Schedule of Values, is a vital element of the Design Builder's ability to deliver this Project in a timely fashion. The Owner will rely on the Design Builder's scheduling information to coordinate with its Stakeholders, schedule activities in and around the Project, and manage the dock facilities.

B. Design Builder shall provide the Owner with frequent updates to the project schedule in a format acceptable to the Owner.

PART 2 PHASE 1 DELIVERABLES

2.01 SUBMITTALS

A. *Submittals After Phase 1 Notice to Proceed:* Design Builder shall provide the following Submittals within 10 days after the Notice to Proceed with Phase 1, unless otherwise noted in Phase 1 Schedule.

1. Phase 1 Schedule pursuant to Section 2.02.A.
2. Preliminary Schedule of Values for the GMP pursuant to Section 2.04.A.1
3. Preliminary Cost Model pursuant to Section 2.04.B.5
4. Subcontractor Procurement Procedure pursuant to Section 2.05.A
5. Project Safety and Job Hazard Analysis pursuant to Section 2.06.A.

B. *Submittals During Phase 1:* Design Builder shall provide the following submittals during Phase 1.

1. Within 2 weeks of the Notice to Proceed for Phase 1:
   a. Preliminary Project Schedule pursuant to Section 2.02.B
2. On a monthly basis:
   a. Updates to the Phase 1 Schedule, Schedule of Values, Project Schedule pursuant to Section 2.02. A and B
   b. Design Submissions Packages pursuant to Section 2.03.A.
   c. Preliminary estimating information pursuant to Section 2.04.A and updates to the Cost Model Pursuant to Section 2.04.B.

C. GMP Proposal: At the conclusion of Phase 1, Design Builder shall provide a GMP Proposal that includes the following Deliverables.

1. GMP Pricing and Verification of GMP pursuant to Section 2.04.C.
2. Final Basis of Design Documents pursuant to Section 2.03.B.
3. Project Schedule pursuant to Section 2.02.D.
4. Schedule of Values and Cost Model pursuant to Section 2.04.B.
5. A list of the assumptions and clarifications made by the Design-Builder in preparation of the GMP Proposal.
6. Project Safety and Job Site Hazard Analysis pursuant to Section 2.06.B.
7. Project Phasing/Staging Analysis pursuant to 2.07.
8. Permitting Strategy Plan pursuant to Section 2.08.
9. QA/QC Plans pursuant to 2.9.

10. Contract Close-Out Plan pursuant to Section 2.10.

11. Differing Site Conditions Report pursuant to Section 2.11.

2.02 SCHEDULES

A. Phase 1 Schedule. By the date set forth in Section 2.01A herein, Design Builder shall provide a Phase 1 Schedule.

1. Phase 1 Schedule shall show the activities of the Owner and Design Builder necessary to meet Phase 1 requirements.

2. Phase 1 Schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available.

3. If an update to Phase 1 Schedule indicates that a previously approved milestone will not be met, Design Builder shall submit a corrective action plan and recovery schedule to the Owner pursuant to the Contract Documents.

B. Preliminary Project Schedule. By the date set forth in Section 2.01.B, Design Builder shall submit a Preliminary Project Schedule that reflects Design Builder's sequence of design, procurement and construction activities including the interrelationships of the Demolition and Construction Packages.

1. The Preliminary Schedule shall show the activities of the Owner and Design Builder necessary to meet the Project completion requirements.

2. The Preliminary Schedule shall be updated periodically monthly with the level of detail for each schedule update reflecting the information then available.

3. If an update to the Preliminary Schedule indicates that a previously approved milestone will not be met, Design Builder shall submit a corrective action plan and recovery schedule to the Owner pursuant to the Contract Documents.

C. Design Builder shall meet with the Owner to review the Preliminary Schedule and updates. In the event that the Owner has any comments relative to the Preliminary Schedule or Schedule Updates or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the Preliminary Schedule, its basis, or both. The parties will work collaboratively to make adjustments in the Final Basis of Design Document, the Project Schedule, or GMP to fit within the Owner's objectives.

D. With the GMP Proposal, Design Builder shall provide a Project Schedule that will incorporate the Preliminary Schedule developed collaboratively during Phase 1 along with any updates to the schedule.

E. All schedules must be in the format of a Critical Path Method (CPM) Resource loaded schedule as set forth below.

F. Critical Path Method (CPM) Resource loaded schedule

1. The CPM Schedule will contain the following

   a. All tasks required to complete the scope of work for the project.

   b. Durations for all tasks in the project schedule.

   c. Logical ties and sequence of work for every task in the schedule.

   d. Resources for project hours and major material quantities for site construction.

2. Project Schedule shall be detailed and organized according to pre-defined Design-Builder's WBS that is developed in the Scope Management Plan. The project schedule will include all activities and relationships identified in the Design-Builder's Scope of Work Narrative. Each major area of work within Design-Builder's scope shall be represented by activities in the schedule.

3. Design-Builder shall prepare a detailed resource loaded CPM Project Schedule in accordance with this specification. The schedule shall be submitted to the Owner for their review. The detailed schedule shall reflect, at a minimum, engineering, procurement, construction, fabrication, and delivery activities for each piece of procured equipment, key drawing release dates by discipline, and logic and interrelationships between activities so that a logical progression of the work is depicted. Project Milestones shall also be included in schedule.

4. Design-Builder and subcontractors shall meet with the Owner to review and approve the detailed CPM baseline Project Schedule.

5. Once the detailed project schedule has been approved by the Owner, Design-Builder will establish a baseline schedule. Thereafter Design-Builder shall advise the Owner of any proposed Critical Path Schedule changes and promptly provide the Owner with any revisions thereto and recovery plans as required to meet the contractual dates.

6. Schedule Validity and Content

   a. Prepare schedules in a format acceptable to the Owner.

   b. Contain Work Breakdown Structure coding matching deliverables and work packages.

   c. Schedule will reflect all deliverables and tasks mention in the Scope of Work narrative.

d. Schedules shall be coded for grouping by engineering, procurement, construction, and commissioning

e. Project schedule activities that Design-Builder is responsible for performing shall be resource loaded with engineering and procurement activities. Construction activities shall be resourced loaded 60 days prior to site mobilization.

f. Resource loading for project hours and major material quantities for site construction.

g. Engineering, procurement and construction activities shall be included, such that Project staffing requirements can be determined or verified with schedule. The original resource-loaded construction schedule shall form basis for progress reporting, and payment.

h. Critical path for Design-Builder's schedule activities.

2.03 DESIGN DOCUMENTS

A. Preliminary Design Submissions. As Design Builder develops the Final Basis of Design Documents, Design Builder shall collaborate with the Owner to submit and review the Preliminary Design Submissions that will be incorporated into the Final Basis of Design Documents. The Preliminary Design Submissions will be submitted pursuant to the Schedule provided by the Design-Builder and approved by the Owner.

1. Design Builder shall coordinate with the Owner to determine the schedule for submission of preliminary Design Submissions Packages to review collaboratively with the Owner. Design Builder shall schedule the review of the Design Submissions Packages such that the review of each package submitted is of reasonable scope for prompt and thorough review by the Owner.

2. The parties will work collaboratively to make adjustments in the Design Submissions and in the proposed Final Basis of Design Documents to fit within the Owner's Project Goals.

B. The Owner and Design Builder shall work collaboratively to develop the Final Basis of Design Documents provided as part of the GMP Proposal. The Final Basis of Design Documents submitted with the GMP Proposal shall include at a minimum the following documents and set forth the assumptions and clarifications on which the GMP and Project Schedule are based.

1. Project Manual, which shall set forth both the general objectives for the Owner, as well as specific uses for each of the project elements set forth in the Initial Basis of Design Documents.

2. Unless the parties agree in writing otherwise, Design Builder will, in addition to periodic design submissions, provide the following Milestone Design Deliverables to the Owner for submission to the

Haines Planning Commission and approval by the Borough:

a. 35% Design

b. 65% Design

c. 95% Design

d. Construction Documents

3. The Milestone Deliverables shall include major building elements and components, such as curtain walls, and finishes and shall include, but not be limited to the following.

   a. Plan and profile drawings

   b. Structural renderings

   c. Structural details

   d. Bill of materials

   e. Material specifications

   f. Permitting and environmental compliance narrative

   g. Geotechnical letter report

4. Design-Builder must have written approval from the Owner to proceed with the project after submission of each of the Milestone Design Deliverables set forth above.

5. Design Builder shall schedule the review of the Construction Packages such that the review of each package submitted is of reasonable scope for prompt and thorough review by the Owner.

6. Design Builder shall highlight any material differences and developments between the Initial Basis of Design Documents, any Design Submissions, and the Final Basis of Design Documents as the Final Basis of Design Documents are being developed.

7. In the event that the Owner has any comments relative to the Design Submissions or finds any inconsistencies from the Initial Basis of Design Documents or discovers inaccuracies in the Design Submissions, the Owner shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed Final Basis of Design Documents.

8. The parties will work collaboratively to make adjustments in the Design Submissions and in the proposed Final Basis of Design Documents to fit within the Owner's Project Goals as well as the GMP.

9. Performance Specifications, which shall set forth the specific requirements for the project and identification of each major system, including but not limited to the following:

   a. Live load, seismic, and vessel mooring requirements of the dock structure.

   b. Geotechnical report

2.04

2.05 GMP PRICING

A. Preliminary Schedule of Values

1. Preliminary Schedule of Values. Within the date set forth in Section 2.01.A, Design Builder shall submit a preliminary Schedule of Values for the Project in such a form and supported by such data to substantiate its accuracy in reflecting the breakdown for administrative and payment purposes as the Owner may require. The Schedule of Values shall be further organized to conform to the Construction Specifications Institute (CSI) standard format for divisions and sections.

2. With the submission of Design Submissions Packages, Design Builder shall provide preliminary estimates of costs associated with the Design Submissions in a format acceptable to the Owner that will be incorporated into the GMP.

3. The preliminary estimates shall be provided on a bi-weekly basis and shall be updated with new information as Design Builder develops and finalizes the GMP.

B. Schedule of Values and Cost Model

1. Schedule of Values. On the schedule established in Section 2.01.B and with the GMP Proposal, Design Builder shall provide an updated Schedule of Values for the Work with actual start and/or finish dates and percentages complete. Updates shall compare the planned progress from baseline schedule with actual progress from the current schedule. The Schedule of Values shall be in conformance with the requirements below and in such a form and supported by such data to substantiate its accuracy in reflecting the breakdown for administrative and payment purposes as the Owner may reasonably require. The Schedule of Values shall be further organized to conform to the Construction Specifications Institute (CSI) standard format for divisions and sections.

2. The sum of all values listed in schedule shall equal the project budget and, when established, the GMP.

3. Schedule of Values Form and Content

   a. Schedule of Values will be in a form acceptable to the Owner.

b. Title of Project and location.

c. Project number.

d. Name and Address of Design-Builder.

e. Date of submission.

f. Schedule of Values columns will contain at a minimum the following information

(1) Line Item # - Corresponding back to the WBS and CPM Schedule

(2) Line Item Description

(3) Budgetary Cost

(4) Current Period % Complete

(5) Current Period Cost

(6) Job to Date (JTD) % Complete

(7) JTD Cost

(8) Variance Column Representing Budgetary Cost Minus JTD Cost

4. Cost Model. Within the time frame set forth in Section 2.01.A.3, Design Builder shall provide a Cost Model, for the Owner's review and acceptance.

a. The Cost Model shall, at a minimum, provide the following information:

(1) List for all Design and Construction Packages, organized by CSI;

(2) Estimated base bid amounts for all Construction Packages;

(3) Construction Package Allowances.

b. Design Builder shall utilize a project controls management system (PCMS) that will be reviewed for acceptance to the Owner.

c. Estimates and forecasts within the Cost Model will need to have the capability to be broken down and reported on in many different formats. These formats may include organizing the estimate by different projects, project funding types, Owner cost element codes, contracts, vendors, Construction Package Sets, Construction Packages, etc. Design-Builder shall collaborate with the Owner to determine the appropriate Work Breakdown Structure that will be used for the development of the Cost Model and all Project cost estimates.

d. In developing its Construction Package Plan, Design-Builder shall coordinate with the Owner to determine a packaging strategy deemed advantageous to all parties. The agreed-upon packaging strategy will be incorporated into the Cost Model and Project schedule.

e. On the schedule set forth in Section 2.01.B.2 and with the GMP Proposal, Design-Builder shall update estimates and forecasts as data becomes available to reflect real time information. The Owner will rely on this real-time information for accuracy of overall Owner cost forecasts across all Owner projects.

5. Work Breakdown Structure (WBS)

a. The Work Breakdown Structure (WBS) is a task-oriented division of work necessary to engineer, procure, and construct the Project. It categorizes successively smaller tasks, in order to achieve scope, schedule, and budget control at the most practical level.

b. Design-Builder will develop a WBS structure at the completion of Phase 1. Design-Builder will work with the Owner to develop a mutual compatible WBS system to satisfy the intent of the project. The WBS structure will represent the Design-Builder's entire scope for the project, broken down into manageable deliverables or work packages.

6. Scope of Work Narrative

a. Design-Builder will develop, from the Work Breakdown Structure, a Scope of Work Narrative for the project before Phase 2 is approved. This document will provide a description of the work to be done for each WBS work package. This document will identify the Design-Builder's general understanding of the project, as well as, provide a description of the work that will be done, and deliverables that will be produced for work packages in the WBS. A narrative for each work package will include, but is not limited to the following:

b. Narrative of work to be performed

c. List of major deliverables

C. GMP.

1. With the GMP Proposal, Design Builder shall prepare and submit the GMP Pricing to the Owner, in a format acceptable to the Owner, reflecting Design Builder's total cost for the Project on an open book basis. The GMP in the GMP Proposal shall include:

a. Design Builder's Lump Sum Fee as defined in Section 6.2.3 of the Agreement.

b. The Cost of the Work as defined in Section 6.3 of the Agreement

c. The Lump Sum General Conditions Costs as defined in Section 6.4.5 of the Agreement.

d. If applicable, any Allowance established by the Parties pursuant to Section 6.4.1 of the Agreement

e. Design Builder's Contingencies established pursuant to Section 6.4.4 of the Agreement.

2. In support of the proposed GMP, Design Builder shall provide:

a. A list of Not to Exceed Amounts and the information required in Section 6.4.2 of the Agreement

b. A list of Lump Sums and the information required in Section 6.4.3 of the Agreement

c. A list of the assumptions and clarifications made by Design Builder in the preparation of the GMP to supplement the information contained in the Final Basis of Design Documents.

d. All material changes from the Initial Basis of Design Documents and Design Builder's Proposal and the costs associated with such changes.

D. Design Builder shall meet with the Owner to review the proposed GMP. In the event that the Owner has any comments relative to the proposed GMP or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to Design Builder, who shall make appropriate adjustments to the proposed GMP, its basis, or both. The parties will work collaboratively to make adjustments in the Final Basis of Design Documents, Project Schedule, or GMP to meet the Owner's objectives.

2.06 SUBCONTRACTOR PROCUREMENT PROCEDURE

A. By the date set forth in Section 2.01.A herein, Design Builder shall submit for approval the Subcontractor Procurement Procedure as required in Section 2.8 of the General Conditions.

2.07 PROJECT SAFETY AND JOB SITE HAZARD ANALYSIS

A. By the date set forth in Section 2.01A herein, Design Builder shall submit a Project Safety and Job Site Hazard Analysis for the activities associated with Phase 1.

B. With GMP Proposal, Design Builder shall submit a Project Safety Plan with Job Site Hazard Analyses addressing all phases of the project after Phase 1.

C. No field investigation or construction activities will be authorized without acceptance of safety plans as required for the Work.

2.08 PROJECT PHASING /STAGING ANALYSIS

A. With the GMP Proposal, Design Builder shall provide a Project Phasing/Staging analysis for all Demolition and Construction Packages that includes detailed plans for the phasing of the following elements of the Project, including but not limited to all modifications and all other construction activities including the staging of construction materials and facilities.

2.09 PERMITTING STRATEGY PLAN:

A. With the GMP Proposal, Design Builder shall provide a Permitting Strategy Plan detailing the process for obtaining the building and site development permits for various phases of the project.

B. During Phase 1, Design Builder must meet with the applicable building officials and develop processes and time lines for plan check approvals.

C. Design Builder shall coordinate with all authorities with jurisdiction over the Project for the approval of environmental mitigation measures.

2.10 QA/QC PLANS

A. Prepare a Quality Management Plan (QMP) in accordance with the Contract requirements and submit it with the GMP Proposal.

B. Design Quality Management Plan.

1. Design Quality Management Plan (DQMP): shall be developed in accordance with the requirements outlined in the Contract.

2. Design Quality Audits: Design Quality Assurance Manager shall audit all design packages for compliance with the requirements outlined in the DQMP.

3. Independent Technical Reviews: The Design Quality Assurance Manager will appoint appropriate technical staff to conduct Independent Technical Reviews of each design package. These reviews will occur concurrently with the Inter- Disciplinary Reviews and Constructability Reviews.

C. Construction Quality Management Plan.

1. Construction Quality Management Plan (CQMP): shall be developed in accordance with the requirements outlined in the Contract.

2.11 CONTRACT CLOSEOUT PLAN

A. With the GMP Proposal, Design Builder shall provide a Project Closeout Plan that integrates all aspects of project closeout proactively over the life of the project. The Closeout Plan will be a living document that will grow and expand as the design and construction progress. The Project Closeout Plan should include, but not be limited to mechanisms and procedures for:

1. Closeout provisions included in subcontract procurement documents
2. Phased completions and early subcontract closeouts
3. Commissioning
4. Warranties
5. Training
6. O&M Documentation
7. Record Documents
8. Cost Reconciliations
9. Permit and Regulatory Requirements

2.12 DIFFERING SITE CONDITIONS REPORT

A. With the GMP Proposal, Design Builder shall provide a report of all Differing Site Conditions as defined in Section 4.2 of the General Conditions of the Contract that are discovered during Phase 1.

B. The Differing Site Conditions Report shall include the following information for each of the identified Differing Site Conditions identified in the Report.

1. The location of the Differing Site Condition;
2. A description of the Differing Site Condition that explains why it qualifies as a Differing Site Condition pursuant to Section 4.2 of the General Conditions;
3. The date the Differing Site Condition was discovered;
4. The impact of the Differing Site Condition on the Initial Basis of Design Documents, the Final Basis of Design Documents, and/or any Commercial Term, as applicable.

Phase 2 Scope of Services

PART 3 PHASE 2

Unless the parties agree otherwise in writing, this Section sets forth the Scope of Work, the Deliverables, and the execution activities for Phase 2.

3.01 PHASE 2 SCOPE

A. Design Builder shall complete the design and construction services as set forth in the GMP Amendment.

B. Design Builder shall provide the deliverables set forth in this Attachment during the course of Phase 2. Deliverables shall be provided in a format acceptable to the Owner and consistent with the requirements for Phase 1.

3.02 COMPLETION OF DESIGN

A. Design Builder shall provide for an orderly and timely approval process by the Owner and third parties, document review comments from the Owner and third parties, and take appropriate action.

B. The Owner will review and comment on the Construction Documents and other Design Submissions in a timely fashion.

C. Design Builder shall submit a written response to the Owner's design review comments, describing the action taken for each comment. Design Builder shall, in a timely fashion, bring to the attention of the Owner areas where new technologies, such as BIM or Design-Build processes, may require modifications to these requirements.

D. By submitting Design Submissions, including but not limited to the Construction Documents, Design Builder represents to the Owner that the Construction Documents may be constructed for the then current Commercial Terms and in accordance with the Initial Basis of Design Documents and the Final Basis of Design Documents. Notwithstanding the above, Design Builder may propose Designs, Plans or other Submissions that may alter a Commercial Term or the Initial Basis of Design Documents; however, with any such Design Submissions, Design Builder must provide notice pursuant to Article 10 of the General Conditions. The Construction Documents must be consistent with the Final Basis of Design Documents, approved Design Submissions and the Design Log, unless the Owner has consented to modify its Requirements in writing through a Change Order, Field Directive, or other written means allowed by the Contract Documents.

3.03 SCHEDULE OF VALUES AND COST MODEL

A. The forecasting and development of accurate project cost estimates throughout each phase of the Project is vital to the Owner’s financial management strategy. The Owner relies on the Design Builder to provide

and validate current and detailed cost estimates and forecasts that will be incorporated into the overall cost controls for the Owner.

B. Unless modified by the parties in writing, on the schedule set forth in Section 2.01.B, Design Builder will continue to update estimates and forecasts in the format required above and provide data to the Owner to reflect real time information. Design Builder will provide all pricing, estimates and other data used to develop the Commercial Terms on an open and transparent basis.

C. The Schedule of Values and Cost Model must be consistent with the GMP Amendment and the format required above, unless the parties have agreed on a Change to the terms set forth in the GMP Amendment pursuant to Article 10 of the General Conditions.

3.04 PROJECT SCHEDULE

A. The forecasting and development of the project schedule, including but not limited to the project phasing and Schedule of Values, is a vital element of the Design Builder's ability to deliver this Project in a timely fashion. The Owner will rely on the Design Builder's scheduling information to coordinate with its Stakeholders, schedule activities in and around the Project, and manage its dock facilities.

B. Design Builder shall provide the Owner with updates to the project schedule on the schedule set forth in Section 2.01.B and in the format required above for a scheduled completion within the GMP established in the GMP Amendment.

3.05 CONSTRUCTION SERVICES

A. Design-Builder shall provide Construction Services and complete the construction of the Project pursuant to the Contract Documents.

3.06 COMMISSIONING, TESTING AND CLOSEOUT

A. Design Builder shall provide commissioning, testing, and closeout of the Project pursuant to the Contract Documents.

<u>PHASE 2 DELIVERABLES</u>

3.07 DELIVERABLES

A. Design Builder shall provide the following Milestone Design Deliverable pursuant to the Project Schedule:

1. 100% Construction Documents for review and approval by the Owner.

2. Design Builder shall not proceed with the project after submission of the 100% Construction Documents until it receives the Owner's written approval.

B. Design Builder shall provide such other deliverables as set forth in the Contract Documents to successfully complete the Project.

EXHIBIT D
OWNER'S PROGRAM
HAINES BOROUGH
LUTAK DOCK REPLACEMENT

The Owner's Program consists of the following :

The Owner's intent is to restore the existing Lutak Dock face and slightly increase the foot print of the Lutak Dock area. The Owner desires the contractor to design a facility that maximizes the uses, expands the current footprint, and restores the facility as originally designed. The design and parameters for the Lutak Dock Restoration Project are that the design will rebuild the existing Lutak Dock to include a new O Pile retaining wall, leaving existing cells in place, and tied back to the existing fill. This will minimize the environmental impacts and safety concerns related to the removal of the existing cells. Electrical will provide adequate security/safety lighting and camera coverage for the entire marine cargo facility while supporting the power needed for the current dock office. The Owner does require the installation of a fire hydrant from the existing water system at the facility. The Contractor will provide all the milestones on their "Basis of Design. G101" Concept Drawing with one adjustment: Under Corrosion Protection System, Anode System, the Anodes will be installed at the time of construction. (G101 Basis of Design is attached to this document).

Contractor will ensure current users are able to maintain operations during construction and re-establish operations post construction as they are currently configured. Contractor must consult with and gain approval from current users prior to any plans that may interrupt or change their current operations.

This will be a shift from the three phased concept originally submitted with the RAISE Grant application in that there will be no filling of uplands as noted for the planned Phase 1, nor the Phase 3 pass/pass. The contractor will be responsible for all the required NEPA, USACE, EHP and Section 106 permits and will work with the owner to provide all the documentation needed by MARAD to complete these processes. If required by the Haines Borough, contractor is prepared to shift back to the original conceptual designs for the the Lutak Dock.

BASIS OF DESIGN

DESIGN LIFE = 50 YEARS

LOADING REQUIREMENTS:

UNIFORM LIVE LOAD = 2,000 PSF

DESIGN VEHICLE (UNRESTRICTED) = MANITOWOC 4000W

DESIGN VEHICLE (RESTRICTED) = LHM 420 MOBILE HARBOR CRANE
USE OF CRANE MATS REQUIRED FOR MOBILE HARBOR CRANE

DESIGN VESSEL CARGO = 60,000 TON MAX DISPLACEMENT
110 FT X 630 FT

DESIGN VESSEL CRUISE SHIP = 75,000 TON MAX DISPLACMENT
155 FT X 1050 FT

MOORING BOLLARDS = 150 TONS

BERTHING FENDERS = 1435 KIP-FT / 534 KIP

BULKHEAD PILE FOUNDATIONS:
ALL BULKHEAD PILES WILL BE KEYED INTO BEDROCK

CORROSION PROTECTION SYSTEM:
COATING: ONE COAT INORGANIC ZINC PRIMER AND TWO COATS OF COAL TAR EPOXY (16 MILS TOTAL), OR AN EQUIVALENT CORROSION PROTECTION SYSTEM

ANODE SYSTEM TO BE INSTALLED BY OWNER AFTER 10 YEAR OF DOCK OPERATIONS

TOTAL ALLOWABLE STEEL WASTAGE IN ZONE OF HIGH ATTACK (TIDAL ZONE) = 2 MILS PER YEAR

SEISMIC PERFORMANCE REQUIREMENTS:

ASCE 7-16 RISK CATEGORY = IV (ESSENTIAL FACILITY)

ASCE 61-14 DESIGN CLASSIFICATION = HIGH

OPERATING LEVEL EARTHQUAKE (OLE)
PERFOMANCE LEVEL = MINIMAL DAMAGE
72 YEAR RETURN PERIOD
PEAK GROUND ACCELERATION = 0.072g

CONTINGENCY LEVEL EARTHQUAKE (CLE)
PERFORMANCE LEVEL = REPAIRABLE DAMAGE
475 YEAR RETURN PERIOD
PEAK GROUND ACCELERATION = 0.200g

DESIGN EARTHQUAKE (DE)
PERFORMANCE LEVEL = LIFE SAFETY PROTECTION
2250 YEAR RETURN PERIOD
PEAK GROUND ACCELERATION = 0.494g

LIQUEFACTION MITIGATION
CURRENT BULKHEAD SOILS ANALYSIS SHOWS THAT LIQUEFACTION OF SOILS WITHIN THE BULKHEAD WILL NOT OCCUR DURING THE OPERATING LEVEL EARTHQUAKE

GROUND IMPROVEMENT WILL BE PROVIDED BASED ON GEOTECHNICAL DESIGN REQUIREMENTS SO THAT LIQUEFACTION WITHIN THE BULKHEAD WILL NOT OCCUR DURING A CONTINGENCY LEVEL EARTHQUAKE

THE BULKHEAD IS DESIGNED TO MEET OLE, CLE AND DE PERFORMANCE LEVELS ASSUMING ALL SOILS IN FRONT OF THE BULKHEAD ARE FULLY LIQUEFIED TO BEDROCK DEPTH DURING THESE SEISMIC EVENTS

Turnagain
Marine Construction
8241 DIMOND HOOK DR, UNIT A
ANCHORAGE, AK 99507
PHONE: (907) 261-8960

PROJECT NUMBER:
20-003

CONCEPT DRAWINGS

LUTAK DOCK
REPLACEMENT
HAINES, ALASKA

REV#	DESCRIPTION	DATE

ISSUE DATE:
JULY 25, 2022

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:
G101

EXHIBIT E
DESIGN-BUILDER'S PHASE 1 SCOPE OF SERVICES
AND HOURLY RATES
HAINES BOROUGH
LUTAK DOCK REPLACEMENT

Design-Builder's Phase 1 Scope of Services is set forth in Exhibit C.

Design-Builder's hourly rates are as follows:

Name	Position	Hourly Rate Preconstruction	Hourly Rate Construction
All	All	$200	$200

EXHIBIT F1
FORM PHASE 1 CHANGE ORDER
HAINES BOROUGH
LUTAK DOCK REPLACEMENT

Phase 1 Contract Change Order

Haines Borough	Design-Builder

Project Name: Lutak Dock Replacement **Change Order#: _____**

COR#	Description of Change	Change in Contract Time	Change in Phase 1 NTE

Original Phase 1 Not to Exceed Amount	$
Net change by previous authorized Change Orders	$
Total net *[check one]* ☐ Increase / ☐ Decrease in the Phase 1 NTE by this Change Order	$
New Phase 1 NTE including this Change Order	$

The new Contract Time including this Change Order is:

New Phase 1 Completion Date	
New Interim Milestone Dates:	

The changes in the Phase 1 Not to Exceed Amount and Contract Time identified in this Change Order include all costs and time extensions associated with performing the changes set forth herein.

Haines Borough	Design-Builder
By: _____ Signature _____ Printed Name Title: _____ Date: _____	By: _____ Signature _____ Printed Name Title: _____ Date: _____

EXHIBIT F2
FORM PHASE 2 CHANGE ORDER
HAINES BOROUGH
LUTAK DOCK REPLACEMENT

Phase 2 Contract Change Order

Haines Borough	Design-Builder

Project Name: Lutak Dock Replacement **Change Order#: _____**

COR#	Description of Change	Change in Contract Time	Change in GMP

Original Guaranteed Maximum Price	$
Net change by previous authorized Change Orders	$
Total net *[check one]* ☐ Increase / ☐ Decrease in the GMP by this Change Order	$
New Guaranteed Maximum Price including this Change Order	$

The new Contract Time including this Change Order is:

New Scheduled Substantial Completion Date	
New Scheduled Interim Milestone Dates:	
New Final Completion Date	

The changes in the GMP and Contract Time identified in this Change Order include all costs and time extensions associated with performing the changes set forth herein.

Haines Borough	Design-Builder
By: _____ Signature _____ Printed Name Title: _____ Date: _____	By: _____ Signature _____ Printed Name Title: _____ Date: _____

EXHIBIT G
FORM OF PHASE 2 AMENDMENT
HAINES BOROUGH
LUTAK DOCK REPLACEMENT

Unless the parties agree in writing otherwise, the Phase 2 Amendment shall be in a substantially similar form as follow:

1. Pursuant to Section 6.6.1 of the Agreement, this Phase 2 Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this Phase 2 Amendment conflict with the Agreement, the terms in this Phase 2 Amendment shall govern.

2. The Design-Builder has submitted to Owner the Phase 2 Proposal pursuant to Section 6.6.1.9 of the Agreement.

3. The Owner has reviewed the Phase 2 Proposal, the parties have reconciled the Owner's Comments pursuant to Section 6.6.1.7 of the Agreement, and the Owner has accepted the Phase 2 Proposal as reconciled. The conformed, reconciled Phase 2 Proposal is attached to this Phase 2 Amendment at Exhibit A and is incorporated as if fully set forth herein.

4. The Owner has decided to exercise its option to enter into Phase 2 of the Agreement pursuant to Section 6.6.1.9.b of the Agreement.

5. Consistent with the Phase 2 Proposal, the parties hereby establish the following Commercial Terms:

Guaranteed Maximum Price	$
Cost of the Work	$
Design-Builder's Lump Sum for Overhead and Profit	$
Lump Sum General Conditions Costs	$
Cost of the Work Contingency (Section 6.4.4.1.a)	$
Design-Builder's Contingency (Section 6.4.4.1.b)	$
Substantial Completion Date	
Final Completion Date	

6. Other Commercial Terms are set forth pursuant to the following Exhibits:

   a. Allowances as set forth in Section 6.4.1 of the Agreement are set forth and described in Exhibit B to the Phase 2 Amendment.

   b. Not to Exceed Sums as set forth in Section 6.4.2 of the Agreement are set forth and described in Exhibit C to the Phase 2 Amendment.

   c. Lump Sums as set forth in Section 6.4.3 of the Agreement (with the exception of the Design-Builder's Lump Sum for Overhead and Profit set forth above) are set forth and described in Exhibit D to the Phase 2 Amendment.

   d. Contingencies as set forth in Section 6.4.4 of the Agreement are set forth above and described in Exhibit E to the Phase 2 Amendment.

   e. Design-Builder's Lump Sum General Conditions Costs as set forth in Section 6.4.5 of the Agreement are set forth above and described in Exhibit F to the Phase 2 Amendment.

   f. Unit Prices and Hourly Rates as set forth in Section 6.5.6 of the Agreement are described in Exhibit G to the Phase 2 Amendment.

g. Liquidated Damages as provided in Section 5.4 – 5.6 of the Agreement are $1,500 per calendar day.

7. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to Alaska Statutes Title 36 Chapter 25 equal to one hundred percent (100%) of the amount of the Guaranteed Maximum Price set forth above.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

HAINES BOROUGH	**DESIGN-BUILDER**
By _____	_____
_____	Name of Design-Builder
Its _____	By _____
	Its _____
Date: _____	Date: _____
	DESIGN-BUILDER'S ADDRESS AND PHONE:
_____	_____
	_____

EXHIBIT H
HAINES BOROUGH
LUTAK DOCK REPLACEMENT
FEDERAL CONTRACT REQUIREMENTS

Pursuant to the requirements in the funding for the Project, the following provisions are incorporated into the Design-Build Agreement. In this Exhibit, the term "Contractor" shall also mean "Design-Builder".

1.1 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Firms.

1.1.1 The Design-Builder must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used with possible.

1.1.2 Affirmative steps must include:

.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

1.2 Preference for Goods, Products, and Materials Produced in the US.

1.2.1 To the extent consistent with law and to the greatest extent practicable, Design-Builder shall prefer the purchase, acquisition, or use of goods, products, or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) that are produced in the United States.

1.2.2 For the purposes of this section:

.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

.2 "Manufactured products" means the items and construction materials composed in whole or in part of non-ferrous metals such a aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

1.3 Procurement of Recovered Materials

1.3.1 Design-Builder must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002

include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1.4 Equal Employment Opportunity

During the performance of this contract, the Design-Builder agrees as follows:

(1) The Design-Builder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Design-Builder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Design-Builder will, in all solicitations or advertisements for employees placed by or on behalf of the Design-Builder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Design-Builder will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Design-Builder's legal duty to furnish information.

(4) The Design-Builder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Design-Builder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Design-Builder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Design-Builder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Design-Builder's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Design-Builder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Design-Builder will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Design-Builder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Design-Builder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.

1.5 Davis-Bacon Act/Wage and Hour Provisions

1.5.1 *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is utilized in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) ***Withholding.*** The Haines Borough shall upon its own action or upon written request of an authorized representative of the Department of Labor

withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) ***Payrolls and basic records.***

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the DOT/MARAD. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the to the applicant, sponsor, or owner, as the case may be, for transmission to the DOT/MARAD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing

wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(*1*) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(*2*) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) ***Apprentices and trainees*** -

(i) ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be

eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) ***Compliance with Copeland Act requirements.*** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) ***Contract termination: debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) ***Contract Work Hours and Safety Standards Act.*** The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a

territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) ***Withholding for unpaid wages and liquidated damages.*** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Haines Borough and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

1.6 Contract Work Hours and Safety Standards Act

Design-Builder shall comply with 40 U.S.C. 3702 and 3702, as supplement by the Department of Labor regulations 29 CFR Part 5. Design-Builder must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the work is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1.7 Clean Air Act and the Federal Water Pollution Control Act

Design-Builder must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

1.8 Debarment and Suspension

Design-Builder warrants that it has not been debarred or suspended from work for the United States Government or listed on the governmentwide exclusions in the System for award Management or otherwise ineligible for award pursuant to United States Executive Order 12549.

1.9 Byrd Anti-Lobbying Amendment

Design-Builder must not use the funds from this Contract to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Design-Builder must submit a certification to Owner verifying this section.

1.10 Prohibition on certain telecommunications and video surveillance services or equipment

Design-Builder may not use the funds obtained pursuant to this Contract to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

EXHIBIT I
FORM OF AFFIDAVIT OF INSURANCE COVERAGE
HAINES BOROUGH
LUTAK DOCK REPLACEMENT

I, _____, on behalf of _____ ("Proposer") being first duly sworn on oath, depose and state that:

1. I have reviewed the Design Builder's Insurance Requirements for the Haines Borough Lutak Dock Replacement Project as set forth in Exhibit A of the Contract Documents and Article 5 of the General Conditions.

2. Proposer has in place all insurance coverages with all terms required by the Contract Documents.

3. In particular, The insurance coverages referenced in the certificate of insurance have (or do not have) the following terms:

    a. The Design Consultant's -Professional's liability policy does not contain any restriction, limitation, or exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

    b. Any faulty work exclusion, restriction or limitation of coverage in the Design Consultant's -Professional's liability policy related to Products or Product Design has been drafted or modified so as to provide coverage for goods or products installed.

    c. Any exclusion, limitation, or restriction with respect to construction means, methods and techniques in the Design Consultant's -Professional's liability policy is one that applies to the implementation of such construction means, methods, techniques, sequences, or procedures by the Design Consultant or any person or entity providing design or other professional services as its Sub- Consultant and applies only if such entities are not performing any construction activities.

    d. Any Faulty Work exclusion, limitation, or restriction in the Design Consultant's -Professional's liability policy is only applicable to the work self-performed by the Design Consultant.

    e. The Design Consultant's -Professional's liability policy provides coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

    f. The Design-Builder's professional liability policy's exclusion pertaining to construction means, methods, techniques, sequences or procedures only excludes, limits or restricts coverage for claims, to the same extent that such coverage is provided by the Design-Builder's valid and collectible commercial general liability and umbrella/excess liability policies.

g. The Design-Builder's professional liability policy does not contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences, or procedures.

h. Any faulty work exclusion, restriction or limitation of coverage in the Design Builder's Professional's liability policy related to Products or Product Design has been drafted or modified so as to provide coverage for goods or products installed.

i. Any Faulty Work exclusion, limitation, or restriction in the Design Builder's Professional's liability policy is only applicable to the work self-performed by the Design Builder.

j. The Design Builder's Professional's liability policy provides coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

k. Professional liability exclusions in the Design-Builder's commercial general liability insurance have been limited to ISO endorsements CG 2280 or CG 2279 or their equivalent.

l. The pollution liability insurance coverage provides coverage for off-site transportation by all applicable modes of conveyance.

m. Any restriction, limitation, or exclusion related to Naturally Occurring Substances in the pollution liability insurance coverage has been modified so as not to apply to microbial matter and the release of such Naturally Occurring Substances as a result of the performance of Operations

n. Any coverage provided on a claims made policy: (i) permits reporting of circumstances that could give rise to a claim; and (ii) provides coverage for post-expiration claims resulting from such circumstances.

_____

SIGNATURE OF AFFIANT

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2022.

_____

Notary Public in and for the State of _____

My Commission expires: _____

Attached hereto are:
ACORD (or equivalent) Certificates of Insurance with description of additional insureds and waiver of subrogation as applicable/required.