

POSSIBLE MOTION

**I MOVE TO approve a contract award to Island Enterprises, Inc.
for Swan Lake Park Floating Dock for the base bid amount of
\$91,900.00**

MEMORANDUM

To: Mayor Westover and Assembly Members
Jim Dinley, Municipal Administrator

From: Michael Harmon, P.E. Public Works Director *mt*
Dan Tadic, P.E, Senior Engineer *DMT*

cc: Stephen Weatherman, P.E., Municipal Engineer *SW*
Jay Sweeney, Finance Director *J*
Gary Baugher, Maintenance and Operations Superintendent *gab*
Tammy O'Neill, Contract Coordinator *TO*

Date: April 18, 2012

Subject: **Swan Lake Park Floating Dock
Recommendation for Award of Contract to Island Enterprises, Inc.**

Background

The Public Works Department (PW) advertised an Invitation to Bid for the Swan Lake Park Floating Dock project in accordance with City and Borough of Sitka procurement policies. Due to concerns with the budgetary constraints, the project was advertised with a base bid consisting of an 8 ft by 60 ft floating dock and a 10 ft by 20 ft "T" float at the end, and two separate 8 ft by 20 ft additive alternate dock extensions (see attached figure).

A list of pre-approved dock manufacturers was provided to prospective bidders. These manufacturers were pre-approved based on their qualifications as firms regularly engaged in the production of floating docks and their responsiveness during the early planning stages of the project. In order to afford the opportunity for local design and fabrication, a design-build contract methodology was provided as an option for bidders. Regardless of contract-type selected by bidders, the lowest responsive and responsible bidder would be awarded the contract.

Bids were opened for this project on March 22, 2012. Two (2) responsive and responsible proposals were received, as indicated in the following table:

Bidder	Base Bid	Additive Alt. 1	Additive Alt. 2	Total Bid
Island Enterprises, Inc.	\$91,900.00	\$16,177.00	\$16,440.00	\$124,517.00
Coastal Excavation, LC	\$123,500.00	\$17,450.00	\$14,000.00	\$154,950.00

PW proposes to award a contract to Island Enterprises, Inc. in the amount of \$91,900.00 for the base bid only. The additive alternates do not fit within the available funding constraints.

Fiscal Note:

The Swan Lake Park Floating Dock project is funded by way of a \$100,000 FY 2009 State of Alaska Legislative Grant (Swan Lake Dock and Pedestrian Improvements).

Recommendation:

Award a contract to Island Enterprises, Inc. for completion of the Swan Lake Park Floating Dock base bid in the amount of \$91,900.00.

CITY AND BOROUGH OF SITKA
CONTRACT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION OF
SWAN LAKE PARK FLOATING DOCK

This Agreement is executed by the parties, Owner and Contractor as described below:

OWNER: CITY AND BOROUGH OF SITKA
100 LINCOLN STREET
SITKA, AK 99835

CONTRACTOR:

The Owner and Contractor agree to the following terms and conditions concerning Construction of Swan Lake Park Floating Dock, as set forth below.

Assembly approved award recommendation date: _____

ARTICLE 1
THE WORK

The Contractor shall perform all the work required by the contract documents enumerated in Article 6, below, for Construction of Swan Lake Park Floating Dock and related work.

ARTICLE 2
TIME OF COMMENCEMENT AND COMPLETION

Work shall commence upon receipt of the Notice To Proceed. All work must be substantially completed no later than August 31, 2012 with an additional 30 days for final completion. Time is of the essence, and liquidated damages will be charged against the Contractor as provided in Article 11, below.

ARTICLE 3
CONTRACT SUM

The Owner shall pay the Contractor as provided in this contract the total sum price of \$_____ for the successful completion of the specified work.

ARTICLE 4
PROGRESS PAYMENT

Based upon applications for payment submitted by the Contractor, the Owner shall provide for Progress Payments to the Contractor on a monthly schedule. Upon proper application submitted no later than ten (10) days prior to the next scheduled Contractor payday, the Contractor shall be paid for the value of the work performed and materials stored at the site during the period preceding payment. Each application for progress payment shall be on an approved Application for Payment form and shall contain a completed Schedule of Values. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner or its representative may require. All sums properly due shall be paid within thirty (30) days of receipt of application. Prior to final payment, the Contractor shall submit the written consent of surety to such payment and shall submit notarized waivers of lien from all materialmen and subcontractors.

ARTICLE 5
FINAL PAYMENT

The Owner shall make final payment within thirty (30) days after issuance of a Certificate of Final Completion of the work subject to provisions of the General conditions. The Certificate of Final Completion acknowledges that all work required by the contract documents has been completed in accordance with requirements of the contract. The Contractor shall request the final inspection at least five (5) days in advance of the anticipated date of inspection. If all work has not been satisfactorily completed, the contractor shall be liable for all costs incurred by the Owner in making such inspection.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

The additional documents which are specifically incorporated into this agreement by reference and which form the contract documents are:

- A. The Contractor's executed bid form and bid schedule, dated _____
- B. Addendum No's. _____
- C. The Project Manual, entitled Swan Lake Park Floating Dock, Amended by Addendum No. 2, dated February 8, 2012, which includes Part I – Bidding Documents; Part II – Contract Documents; Part III – Title 36 Wage Schedule; Part IV – Specifications; V – Special Provisions; Part VI – Reports (Swan Lake Recreational Improvements Geotechnical Assessment and Construction Analysis 1985); Part VII – Drawing.
- D. All reports contained in said Project Manual or otherwise referenced and incorporated into the contract documents.
- E. City and Borough of Sitka, Alaska, 2002 Standard Specifications which includes General Provisions, Technical Specifications, and Details, as applicable.
- F. All Bonds required by the Project.
- G. Any and all later modifications, change orders and written interpretations of the Contract Documents issued by the Owner and agreed to by Contractor.
- H. The Contract Drawing entitled Fig. 1: Swan Lake Park Floating Dock Site Map by City and Borough of Sitka, dated Jan 2012.

Any other attachments to this agreement do not form a part of the agreement but are for reference or proof of compliance with the requirements of the agreement.

ARTICLE 7
NOTICES

All legal notices relating to this contract, including changes of address, shall be mailed to the Owner and Contractor at the following addresses:

OWNER

City and Borough of Sitka
Public Works Director
100 Lincoln Street
Sitka, AK 99835

CONTRACTOR

ARTICLE 8
INSURANCE AND INDEMNIFICATION

No provision in the contract documents lessens, alters, or makes inapplicable the requirements for insurance and indemnification stated in CBS Standard Construction Specifications, Division 10, 6.18. In the event of conflict between the above-referenced articles and any other contract provision(s), the requirements set out in the above-referenced articles control.

I personally guarantee that I will keep current all my business and personal accounts with the City and Borough of Sitka (i.e. utilities, harbor billings, taxes, etc.) as long as this contract is in effect. If I default on the promise set out in the previous sentence, the City and Borough of Sitka may withhold payment on this contract and/or garnish a portion of this payment to bring current my outstanding balance(s) with the City and Borough of Sitka.

ARTICLE 9
JURISDICTION: CHOICE OF LAW

This contract shall be governed by the laws of the State of Alaska, and any lawsuit brought thereon shall be filed and prosecuted only in Sitka, Alaska in the courts of the State of Alaska.

ARTICLE 10
ATTACHMENTS

In the event there is any difference between an attachment to the original of this agreement on file with the City and Borough of Sitka Clerk and any attachment to a duplicate original of the agreement, the attachments to the original filed with the City and Borough Clerk shall control.

ARTICLE 11
LIQUIDATED DAMAGES

Owner and Contractor recognize that time is of the essence in performance of this contract and the Owner will suffer financial loss if the work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with contract documents. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Four Hundred Dollars (\$400.00) each calendar day that expires after the contract time required for substantial completion to the actual date of substantial completion and Four Hundred Dollars (\$400.00) each calendar day that expires after the contract time required for final completion to the actual date of final completion determined as set out in the COTNRACT documents.

IN WITNESS, the parties execute this agreement through their duly authorized representatives, and represent that their duly authorized representatives are authorized to sign this Agreement Between Owner And Contractor For Construction of the Swan Lake Park Floating Dock on behalf of the party they represent.

CITY AND BOROUGH OF SITKA

CONTRACTOR

Municipal Administrator

Name and title of Office (printed or typed)

Date: _____

Company Name (printed or typed)

Signature

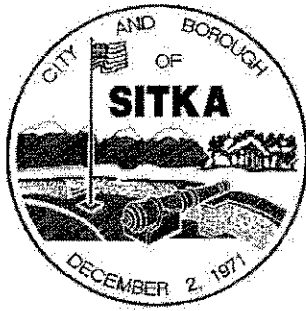
Date: _____

ATTEST:

Municipal Clerk

AGREEMENT AND ATTACHMENTS
TO ORIGINAL APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

Municipal Attorney



SWAN LAKE PARK FLOATING DOCK

ADDENDUM NO. 2

DATE: March 1, 2012

REVISED BID OPENING: Thursday, March 22, 2012 @ 2:00 P.M.

PAGES: 1 page Addendum/
Amended Project Manual

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Acknowledge receipt of this Addendum by inserting its number and date on the Bid Form. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the Contract Documents. It modifies the documents as follows:

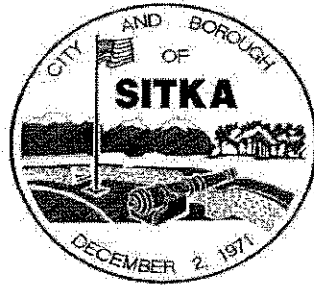
General:

Replace entire Project Manual. In order to afford the opportunity for local design and fabrication, Bidders may pursue the Work under a design-build contract in lieu of a standard furnish and install contract using a pre-approved manufacturer. The Bidder will select their preferred contract methodology on the revised Bid Form. Regardless of contract type selected, the lowest responsive and responsible bidder will be awarded the contract.

Bid Opening:

The bid opening shall be extended to Thursday, March 22, 2012 at 2:00 PM.

END OF ADDENDUM NO. 2



AMENDED BY ADDENDUM NO. 2

SWAN LAKE PARK FLOATING DOCK

PROJECT MANUAL

Bid Release: Wednesday, February 8, 2012

Pre-Bid Conference: Tuesday, February 21, 2012
10:00 a.m.

REVISED Bids Due: Thursday, March 22, 2012
No Later Than 2:00 p.m. Local Time
City and Borough of Sitka
Office of the Municipal Clerk
100 Lincoln Street
Sitka, AK 99835

City and Borough of Sitka
100 Lincoln Street
Sitka, AK 99835
(907)747-1804

NOTICE TO BIDDERS

PRIOR TO USE OF THIS MANUAL, ALL PROSPECTIVE SUPPLIERS/BIDDERS SHALL BE RESPONSIBLE FOR READING AND UNDERSTANDING THE INSTRUCTIONS TO BIDDERS WITHIN.

**City and Borough of Sitka
100 Lincoln Street
Sitka, AK 99835
(907)747-1804**

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PART I

BIDDING DOCUMENTS

INVITATION TO BID
SWAN LAKE PARK FLOATING DOCK
AMENDED BY ADDENDUM NO. 2

The City and Borough of Sitka will receive sealed bids no later than 2:00 p.m. local time, **Thursday, March 22, 2012** at the office of the Municipal Clerk, 100 Lincoln Street, Sitka, Alaska 99835, where the bids will be publicly opened. Bids stamped later than 2:00 p.m. will be rejected.

This project consists of providing all labor, equipment and material necessary for construction of the Swan Lake Park Floating Dock.

Bidders may pursue this work under a standard furnish & install contract or alternatively under a design-build contract. Regardless of contract type selected, the lowest responsive and responsible bidder will be awarded the contract. Bidders shall distinguish their preferred contract methodology as indicated on the Bid Form.

All bidders are strongly encouraged to attend the pre-bid meeting scheduled for 10:00 a.m. on Tuesday, February 21, 2012 at the City and Borough of Sitka 3rd Floor Conference Room, 100 Lincoln Street, Sitka, Alaska.

Bid documents are available at the office of the Director of Public Works, 100 Lincoln Street, Room 201, Sitka, Alaska 99835; (907)747-1804(phone) for a non-refundable fee of \$50.00 per set if picked up, and \$60.00 per set if to be mailed first class. Bid documents may also be downloaded from the web:

www.cityofsitka.com
(Click on the Bid Document link)

A Bid Bond in the amount of 5 percent of the total bid price must accompany each bid that exceeds \$50,000. The Bid Bond may be in the form of a certified check made payable to the City and Borough of Sitka or a Bid Bond issued by a surety licensed to do business in Alaska.

This contract is subject to the provisions of State of Alaska, Title 36, Minimum Wage Rates. The contract will require certificates of insurance and performance and payment bonds.

Questions can be directed to Dan Tadic, P.E., Senior Engineer at (907)747-1807, dantadic@cityofsitka.com.

The City and Borough of Sitka reserves the right to reject any and all bids and to waive informalities.

NOTICE GIVEN by the Director of Public Works, City and Borough of Sitka, this ____ day of _____ 2012.

CITY AND BOROUGH OF SITKA

Michael Harmon, P.E.
Director of Public Works

INSTRUCTIONS TO BIDDERS
Amended by Addendum No. 2
SWAN LAKE PARK FLOATING DOCK
SITKA, ALASKA

1. Bidders shall submit their bid on the Bid Proposal Form included in these specifications. All spaces must be filled in. Each bid **must** be submitted in a sealed envelope, addressed to the Municipal Clerk, City and Borough of Sitka, 100 Lincoln Street, Sitka, Alaska 99835.

The envelope shall be clearly marked with the following information on the outside:

- Name and address of the Bidder
 - Bid for: Swan Lake Park Floating Dock
 - Due Date: **Thursday, March 22, 2012**
2. Bidders may pursue this work under a standard furnish & install contract or alternatively under a design-build contract. Regardless of contract type selected, the lowest responsive and responsible bidder will be awarded the contract. Bidders shall distinguish their preferred contract methodology as indicated on the Bid Form.

Additional documents are required for Design-Build contracts. These are outlined in Design-Build Contract Requirements, Section III, Design-Build Proposal Format and Content.

3. Bidders must satisfy themselves of the conditions as stipulated in the Agreement. After the bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the Agreement.
4. The Owner may waive any informalities or minor defects or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of the bids. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 60 days after the actual date of opening thereof. Should there be reason why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.
5. The Contract Documents contain the provisions required for this Contract. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.
6. Each bid that exceeds \$50,000 must be accompanied by a bid bond payable to the Owner in the amount of 5% of the total bid price. As soon as bid prices have been compared, the Owner will return the bonds of all except the three lowest bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful Bidder shall be retained until the payment bond and/or performance bonds have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. Attorneys-in-fact who sign bid bonds must file with each bond a certified copy of their power of attorney.

7. For bids that exceed \$100,000, a 100% performance bond and a 100% payment bond, with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract. Attorneys-in-fact who sign bid bonds must file with each bond a certified copy of their power of attorney. A certified check or cashier's check made payable to the City and Borough of Sitka may be used in lieu of a performance bond.
8. The party to whom the Contract is awarded will be required to execute the Agreement and obtain the performance bond within ten (10) days from the date when Notice of Award is delivered to the Bidder. Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of the failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner within ten (10) days of receipt of the Agreement signed by the party to whom the Contract is awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement.

9. The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reason why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the ten (10) day period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party. Such Notice of Withdrawal shall be effective upon receipt of the Notice by the Owner.
10. The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated herein.
11. A conditional or qualified bid will not be accepted.
12. Award will be made to the lowest responsive and responsible Bidder.
13. All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over this Agreement shall apply to the Contract throughout.
14. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve and Bidder from any obligation in respect to his bid.
15. The low Bidder shall supply the names and addresses of major material suppliers and subcontractors upon request of the Owner. The Contractor shall be experienced with similar projects and product use. Examples of previous work shall be supplied upon request.

16. A Bidder **not** listed on the **official City and Borough of Sitka plan holders list** shall be deemed **non-responsive**.
17. The Bidder must acknowledge receipt of all Addenda on the form and in the spaces provided in these documents. It is the responsibility of the planholder to regularly check the website for addendum to the project for which they are bidding.
18. A contract award will be made on the basis of a total basic bid plus additive alternates or less deductive alternates, which the Owner selects. The Owner is not required to award any alternate and may chose to do all, none, or some of the alternates as it deems in its best interest. If the order of bidders would not be affected, the Owner reserves the right to select any alternate, or combination of alternates. If the order of bidders would be affected, then alternates will be selected in the order listed. Award will be subject to the availability of funds, which is deemed solely by the Owner.
19. A non-mandatory Pre-bid Conference will be held at the City and Borough of Sitka Conference Room, Sitka, Alaska; at 10:00 a.m., Tuesday, February 21, 2012.
20. Schedule: This project shall be Substantially Complete on **August 31, 2012**, with an additional 30 days for Final Completion.
21. Liquidated damages in the amount of \$400 per calendar day shall be assessed against the Contractor for failure to complete the requirements in the Contract Documents for Substantial Completion within the time specified.
22. State Wage Rates can be obtained at <http://labor.state.ak.us/lss/pamp600.htm>
Use the State wage rates that are in effect 10 days before Bid Opening. A copy of the State Wage rates will be provided upon request.
23. Contractor may **not** begin work until he has submitted proof that a "Notice of Work" has been filed with the Alaska Department of Labor. A temporary receipt of the "Notice of Work" date-stamped by Wage & Hour will serve as proof.
24. Contractor shall include with his final pay request a "Notice of Completion of Public Works", from the Alaska Department of Labor showing that all employees' wages and employment security taxes have been paid to his employees and the employees of his subcontractors (T36 Clearance Approved). Final payment will not be released until this has been submitted.
25. Bids may be modified by Fax. The City and Borough of Sitka Fax number is (907) 747-4004. The Fax must be signed by the person who signed the original bid and may be received up to the time of the bid opening fixed in the invitation to bid. **DO NOT** reveal the actual bid amount in the Fax.
26. The City and Borough of Sitka may reject any bid which is unbalanced if it is in the best interest of the City to do so. A bid is unbalanced when, in the opinion of the Public Works Director, it allocates a disproportionate share of costs or profit, or both, to the price or one or more items of Work and reduces the share of costs or profit, or both, allocated to the price of another item or items of Work, and if there is a reasonable possibility that the bid will not result in the lower overall cost of the Work to the City.

Design-Build Contract Requirements Swan Lake Park Floating Dock

The City and Borough of Sitka, Alaska wishes to provide Bidders with the alternative to bid this project under a design-build contract in lieu of a standard furnish and install contract. Sample Agreements for both methodologies are included in Part II, Contract Documents.

This section further outlines design-build contract requirements.

I. Scope of Services / Project Criteria

The project consists of furnishing all professional design and engineering services and all labor, materials, equipment, tools, supervision, and other facilities necessary to perform the design, fabrication and construction in accordance with the Contract Documents and all applicable local, state and federal codes, laws and regulations.

The Project Criteria includes, but is not limited to preparing engineering design and performing complete fabrication and construction of a project that achieves the following criteria:

1. Design, fabrication and construction shall comply with the City and Borough of Sitka Standard Specifications, Swan Lake Park Floating Dock Specifications (Part IV), and industry standards.
2. Design services shall be performed by Alaska registered professional engineer(s) under contract with the Design-Builder, as part of the design/build team.
3. Design-Builder shall be responsible for coordination of all subcontractors, and design consultants, design disciplines, drawings, and specifications so that a fully integrated, functional project is constructed.
4. Standard drawing plan sheet size shall be size D at 22x34. The plans shall be legible when reduced to 11x17. Upon completion, CBS will be furnished with CD-ROM discs of all documents including AutoCAD 2010 drawing files.
5. It shall be the Design-Builder's responsibility to determine conditions and requirements of each component and provide all items necessary for completion of the Work in accordance with the contract documents.
6. Owner reserves the right to retain, at the Owner's expense, an independent inspector to provide full-time inspection of the fabrication and construction activities. The inspector shall have free access to the work area.
7. Design-Builder shall correct any defective work to satisfactorily meet all the Owner's Specifications and requirements. Corrective work will be done with no additional expense to the Owner.
8. Submittals to Owner:
 - a. Preliminary Design Submittal (35%): Within thirty (30) days from Notice to Proceed (NTP), the Design-Builder shall submit 35% design drawings to the Owner for review and approval. Drawings shall include float plan(s) and section(s) and abutment plan including all dimensions as well as identify all materials. This submittal will also include a preliminary construction schedule. Design-Builder shall allow Owner five (5) business days to review the drawings. Design-Builder shall make revisions as directed by the Owner at no additional cost to the Owner. Design-Builder shall provide electronic files in Adobe Acrobat format. Design-Builder will be paid up to 35% of the Design-Build Engineering pay item upon approval of the 35% submittal.

- b. Detailed Design Submittal (65%): Within thirty (30) days from receipt of Owner 35% review comments, the Design-Builder shall submit a 65% submittal for review and approval. Drawings shall include detailed framing plan(s), decking plan(s), flotation tub layout(s), section(s), and abutment design including all dimensions as well as identify all materials, connections, anchorage locations, and any other information needed to complete the work. This submittal will also include a detailed construction schedule. Design-Builder shall allow the Owner five (5) business days for submittal review. Design-Builder shall make revisions as directed by the Owner at no additional cost to the Owner. Design-Builder shall provide electronic files in Adobe Acrobat format. Design-Builder will be paid up to 65% of the Design-Build Engineering pay item upon approval of the 65% submittal.
- c. Final Design Submittal (95%): Within fifteen (15) days from receipt of Owner 65% review comments, the Design-Builder shall submit a 95% submittal based on the approved 65% design documents and any further adjustments required by the CBS. This submittal will consist of final construction drawings completely detailing the work. Material submittals shall be included at this time. Final design documents and materials shall be approved by the Owner. Design-Builder shall allow the Owner five (5) business days for submittal review. Design-Builder shall make revisions as directed by the Owner at no additional cost to the Owner. All final design drawings shall be signed and sealed prior to commencing with fabrication and construction. Design-Builder shall provide the files electronically in AutoCAD 2010 and Adobe Acrobat formats as applicable. Drawings shall be provided as follows: one (1) 22x34 hard copy and two (2) sets of 11x17 hard copy drawings. All submittals shall become property of the Owner. Design-Builder will be paid up to 95% of the Design-Build Engineering pay item upon approval of the 95% submittal.

II. General Requirements

The following information is presented as a general guideline of additional requirements for the preparation of a design-build proposal. All other requirements outlined in the Project Manual apply to both design-build contract and standard furnish and install contract methodologies.

1. CBS will review the project design at the 35% Preliminary Design, 65% Detailed Design and 95% Final Design levels of completion. The selected Design-Build team should expect substantial input from the CBS.
2. It is the responsibility of the firms submitting proposals to determine the actual efforts required to complete the project.
3. If a design-build contract is awarded, the CBS intends to enter into a contract with the successful bidder using the Design Build Institute of America (DBIA) contract #525 (Lump Sum) and #535 (General Conditions) (1998 Ed.) (Clean forms to be provided by the Design-Builder prior to award). Copies of said contracts may be obtained and reviewed through the DBIA at (202) 682-0110.
4. Construction labor shall be paid by Design-Builder in accordance with State of Alaska Title 36 regulations (AS 36.05). State wage rates can be obtained at <http://www.labor.state.ak.us/lss/pamp600htm>. Use the State wage rates that are in effect 11 days before Bid Opening. A copy of the State wage rates will be provided upon request.

5. The Design-Builder will provide an insurance certificate that meets the following minimum requirements:

Type of Coverage

General Liability

Single Limit	\$1,000,000
Aggregate	\$2,000,000

With the following endorsements:

- *premises operations
- *products/completed operations
- *blanket contractual
- *broad form property damage
- *personal injury
- *independent contractors
- *appropriate endorsements for asbestos operations

Professional Errors and Omissions \$1,000,000

Workman's Compensation Statutory

Comprehensive Automotive Liability \$1,000,000
(Including all owned, hired and non-owned vehicles)

Builders All Risk Coverage for the duration of the contract

Insurance Notes

- 1) USL&H Workmen's Compensation coverage required if contract involves marine related activity on docks, vessels, etc.
- 2) The CBS shall be named as an additional named insured on all insurance policies. CBS shall also be granted a full waiver of any rights of subrogation. These requirements extend to all sub-contractors.

III. Design-Build Proposal Format and Content

Design-Build Proposals, which do not address the items listed in this section, may be considered incomplete and may be deemed non-responsive by the CBS.

DESIGN-BUILD PROPOSAL FORMAT

- A. Letter of Transmittal, transmitting proposal signed by authorized representative of the Proposer
- B. Qualifications & Documentation
 - Design Builder
 1. Submit the Design-Builder's resume.
 2. Copy of Current State of Alaska Contractor's Certificate(s) of Registration required by AS 08.18, and a copy of current Alaska Business License, applicable to bid requirements.
 3. Submit resume of the Job Superintendent.

Engineering Services

4. Submit resume of the Engineer (firm). Include examples of similar projects completed in the last three years. Provide one copy of a plan set designed by the Engineer (Firm) which was constructed within the last 3 years for a similar project.
5. Provide three client references.
6. Submit the Alaska Registered Engineer(s) resume for the person(s) who will actually be responsible for completing the professional services/design.
7. Submit a current copy of the State of Alaska Professional Certificate of Registration for the Engineer who will be responsible for completing the professional services/design with the proposal.

Work Plan

8. Submit Work Plan which demonstrates your understanding of the project and your work force/key individuals.
- C. Project Schedule
1. Provide an overall project schedule that demonstrates that the project will be completed as defined in Instructions to Bidders.
- D. Contract Price
1. Complete Bid Form

BID FORM

**AMENDED BY ADDENDUM NO 2
SWAN LAKE PARK FLOATING DOCK
SITKA, ALASKA**

TO: City and Borough of Sitka
Attn: Municipal Clerk
100 Lincoln Street
Sitka, AK 99835

BIDDER: _____
Company Name

Company Contact

Address

Telephone

Email Address

**PROJECT: SWAN LAKE PARK FLOATING DOCK
SITKA, ALASKA**

BIDDER'S DECLARATION & UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that he has carefully examined the Project Manual, Project Drawings, and all addenda (hereinafter "Contract Documents") for the construction of the project, that he has personally inspected the site, that he understands thoroughly the improvements and method by which payment will be made for said work and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Contract Documents at the rates and prices found in the Bid Schedule.

The Bidder further declares that the only person or parties interested in the Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the City and Borough of Sitka (OWNER) and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder agrees not to withdraw his bid within 60 days after the actual date of the bid opening.

DOCUMENTS TO SUBMIT WITH THIS BID FORM

Failure to submit any of the following documents, fully completed, including signatures where required, with the bid shall result in an incomplete bid and non-responsive bid determination.

1. Completed, Signed, and Notarized, Bid Form & Bid Schedule (8 Pages Total)
2. Signed Bid Bond, or certified check, or cashier's check (5% of Base Bid), AND any required power of attorney.
3. Copy of Current State of Alaska Contractor's Certificate(s) of Registration required by AS 08.18, and a copy of current Alaska Business License, applicable to bid requirements.
4. If Bidder selects Design-Build contract type all items outlined in Design-Build Contract Requirements, Section III, Design-Build Proposal Format and Content, must be included with Bid Form.

DOCUMENTS OWNER IS TO RECEIVE WITHIN 10 DAYS AFTER NOTICE OF AWARD

The Bidder agrees that if this Bid Form is accepted he will deliver to the OWNER, within 10 calendar days of Notice of Award, the following:

1. Performance Bond (100% of Contract) – ***If Required***
2. Labor & Material Payment Bond (100% of Contract) – ***If Required***
3. Necessary Power-of-Attorney
4. The Contractor's Certificate of Insurance
5. Agreement (either Standard Furnish and Install or Design-Build as applicable)

CONTRACT TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder agrees to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to be substantially complete with the project no later than August 31, 2012, with an additional 30 days for Final Completion.

Liquidated Damages. OWNER AND CONTRACTOR recognize that time is of the essence of the Contract and the OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Contract Documents. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Four Hundred Dollars (\$400.00) for each calendar day that expires after the time specified above until the Work is substantially complete.

Further, should the Contractor fail to meet the final completion requirements within 30 calendar days following substantial completion, he will be additionally assessed liquidated damages of \$400.00 per calendar day until final completion is satisfied.

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following Addenda to Plans and Specifications. If no Addenda were received, write the word "NONE" on the first line.

ADDENDUM NO.

RECEIVED BY

* Signatures shall be the same as the individuals who signed the bid proposal.

BID TABULATION AND SUMMARY

Bidder may select preferred contract methodology between standard furnish and install or design-build. Regardless of preferred contract methodology, Bidder agrees to perform all of the construction work described in the Contract Documents including the specifications, special provisions, and work shown on the plans for the prices stated in the attached Bid Schedule.

Prices are to be shown in both words and figures as identified in the Bid Schedule. In case of discrepancy, the amount shown in words will govern. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding. Regardless of contract methodology selected, a contract award shall be made on the basis of a total basic bid plus additive alternates or less deductive alternates, which the Owner selects. The Owner is not required to award any alternate and may choose to do all, none, or some of the alternates as it deems in its best interest. If the order of bidders would not be affected, the Owner reserves the right to select any alternate, or combination of alternates. If the order of bidders would be affected, then alternates will be selected in the order listed, commencing with alternate one. Award will be subject to the availability of funds, which is deemed solely by the Owner. ***Pay item 70.26, is required for Design-Build proposers only. If bidder is not pursuing this work under a Design-Build contract, lump sum for this pay item should be "\$0.00" or "N/A".**

BID GUARANTEE: The Undersigned further agrees that the certified check or bid bond accompanying the proposal is left in escrow with the Owner, that the amount of the check or bond is the measure of damages which the Owner will sustain by failure of the Undersigned to deliver said documents within 10 days after written notice of the award of contract to him or her, and that check shall become the property of the Owner or the bid bond shall remain in full effect should he or she so fail. But if this proposal is not accepted within 60 days of the date set for the opening thereof, or if accepted and the Undersigned delivers said agreement and performance and labor and material payment bonds as required, the check shall be returned to him or her and the bid bond shall become void.

UNBALANCED BIDS: The Owner may reject any bid which is unbalanced if it is in the best interest of the Municipality to do so. A bid is unbalanced when, in the opinion of the Public Works Director, it allocates a disproportionate share of costs or profit, or both, to the price of one or more items of Work and reduces the share of costs or profit, or both, allocated to the price of another item or items of Work, and if there is a reasonable possibility that the bid will not result in the lowest overall cost of the Work to the Municipality.

EXECUTION OF BID FORM

Bidder shall execute and submit all pages of the Bid Form including the following Bid Schedule and appropriate signature lines, depending on the form of the bidding entity. All signatures shall be notarized.

**BID SCHEDULE: SWAN LAKE PARK FLOATING DOCK
SITKA, ALASKA**

The undersigned proposes to furnish all tools, equipment, supplies, manufactured articles, labor and materials, services and incidentals, and to perform all work necessary for the Substantial Completion of the Project as shown and specified in strict accordance with the Contract Documents by August 31, 2012 with an additional 30 days for Final Completion. **The undersigned selects the following project contract methodology (check the appropriate box).**

Standard Furnish & Install Contract

Design-Build Contract*

*(see page 3 of 8)

BASE BID

Item No.	Approximate Quantity	Name of Pay Item with Unit Bid Price Written in Words	Bid Price per Pay Unit	Bid Price	
				Dollars	Cents
10.01(a)	All Required	Final Completion Payment	Lump Sum	\$5,000	00
		Five Thousand Dollars Lump Sum			
10.1(b)	All Required	Warranty Payment	Lump Sum	\$2,500	00
		Two Thousand Five Hundred Dollars Lump Sum			
15.01	All Required	Mobilization / Demobilization Lump Sum	Lump Sum		
15.03	All Required	Minor Changes	Lump Sum	\$5,000	00
		Five Thousand Dollars Lump Sum			
20.28	All Required	Stormwater Pollution Prevention Plan	Lump Sum		
		Lump Sum			
30.04	All Required	Concrete Abutment	Lump Sum		
		Lump Sum			
70.25(a)	All Required	Furnish and Install 8' Wide x 60' Long Floating Dock w/10' Wide x 20' Long "T" Float	Lump Sum		
		Lump Sum			
70.26*	All Required	Design-Build Engineering* (only if design-build contract – otherwise "\$0.00" or "N/A")	Lump Sum		
		Lump Sum			
(Total Base Bid In Numbers)					
(Total Base Bid Written)					

ADDITIVE ALTERNATE NO. 1

Item No.	Approximate Quantity	Name of Pay Item with Unit Bid Price Written in Words	Bid Price per Pay Unit	Bid Price	
				Dollars	Cents
70.25(b)	All Required	Furnish and Install 8' Wide x 20' Long Floating Dock Extension _____ Lump Sum	Lump Sum		
\$ _____ (Total Additive Alternate No. 1 - In Numbers)					
_____ (Total Additive Alternate 1 - Written)					

ADDITIVE ALTERNATE NO. 2

Item No.	Approximate Quantity	Name of Pay Item with Unit Bid Price Written in Words	Bid Price per Pay Unit	Bid Price	
				Dollars	Cents
70.25(c)	All Required	Furnish and Install 8' Wide x 20' Long Floating Dock Extension _____ Lump Sum	Lump Sum		
\$ _____ (Total Additive Alternate No. 2 - In Numbers)					
_____ (Total Additive Alternate 2 - Written)					

TOTAL BASE BID AND ADDITIVE ALTERNATES NO. 1 & 2:

\$ _____ (Grand Total In Numbers)
_____ (Grand Total Written)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
as Principal, and _____, as Surety, are hereby held and firmly bound unto
_____ as the OWNER in the penal sum of _____ for the
payment of which, well and truly made, we hereby jointly and severally bind ourselves, successors and assigns.
Signed this _____ day of _____, 20____. The Principal has submitted to
_____ a certain BID, attached hereto and hereby made a part here hereof to
enter into a contract in writing for the _____.

NOW, THEREFORE,

- (a) If said BID shall be rejected or
- (b) If said BID shall be accepted and the principal shall execute and deliver a contract in the For of Contract attached hereto (properly completed in accordance with said BID), and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

Then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agree that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PART II

CONTRACT DOCUMENTS

SAMPLE

STANDARD
FURNISH & INSTALL
AGREEMENT

(applicable only if standard furnish and install contract is selected)

CITY AND BOROUGH OF SITKA
CONTRACT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION OF
SWAN LAKE PARK FLOATING DOCK

This Agreement is executed by the parties, Owner and Contractor as described below:

OWNER: CITY AND BOROUGH OF SITKA
100 LINCOLN STREET
SITKA, AK 99835

CONTRACTOR:

The Owner and Contractor agree to the following terms and conditions concerning Construction of Swan Lake Park Floating Dock, as set forth below.

Assembly approved award recommendation date: _____

ARTICLE 1
THE WORK

The Contractor shall perform all the work required by the contract documents enumerated in Article 6, below, for Construction of Swan Lake Park Floating Dock and related work.

ARTICLE 2
TIME OF COMMENCEMENT AND COMPLETION

Work shall commence upon receipt of the Notice To Proceed. All work must be substantially completed no later than August 31, 2012 with an additional 30 days for final completion. Time is of the essence, and liquidated damages will be charged against the Contractor as provided in Article 11, below.

ARTICLE 3
CONTRACT SUM

The Owner shall pay the Contractor as provided in this contract the total sum price of \$ _____ for the successful completion of the specified work.

ARTICLE 4
PROGRESS PAYMENT

Based upon applications for payment submitted by the Contractor, the Owner shall provide for Progress Payments to the Contractor on a monthly schedule. Upon proper application submitted no later than ten (10) days prior to the next scheduled Contractor payday, the Contractor shall be paid for the value of the work performed and materials stored at the site during the period preceding payment. Each application for progress payment shall be on an approved Application for Payment form and shall contain a completed Schedule of Values. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner or its representative may require. All sums properly due shall be paid within thirty (30) days of receipt of application. Prior to final payment, the Contractor shall submit the written consent of surety to such payment and shall submit notarized waivers of lien from all materialmen and subcontractors.

ARTICLE 5
FINAL PAYMENT

The Owner shall make final payment within thirty (30) days after issuance of a Certificate of Final Completion of the work subject to provisions of the General conditions. The Certificate of Final Completion acknowledges that all work required by the contract documents has been completed in accordance with requirements of the contract. The Contractor shall request the final inspection at least five (5) days in advance of the anticipated date of inspection. If all work has not been satisfactorily completed, the contractor shall be liable for all costs incurred by the Owner in making such inspection.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

The additional documents which are specifically incorporated into this agreement by reference and which form the contract documents are:

- A. The Contractor's executed bid form and bid schedule, dated _____
- B. Addendum No's. _____
- C. The Project Manual, entitled Swan Lake Park Floating Dock, Amended by Addendum No. 2, dated February 8, 2012, which includes Part I – Bidding Documents; Part II – Contract Documents; Part III – Title 36 Wage Schedule; Part IV – Specifications; V – Special Provisions; Part VI – Reports (Swan Lake Recreational Improvements Geotechnical Assessment and Construction Analysis 1985); Part VII – Drawing.
- D. All reports contained in said Project Manual or otherwise referenced and incorporated into the contract documents.
- E. City and Borough of Sitka, Alaska, 2002 Standard Specifications which includes General Provisions, Technical Specifications, and Details, as applicable.
- F. All Bonds required by the Project.
- G. Any and all later modifications, change orders and written interpretations of the Contract Documents issued by the Owner and agreed to by Contractor.
- H. The Contract Drawing entitled Fig. 1: Swan Lake Park Floating Dock Site Map by City and Borough of Sitka, dated Jan 2012.

Any other attachments to this agreement do not form a part of the agreement but are for reference or proof of compliance with the requirements of the agreement.

ARTICLE 7
NOTICES

All legal notices relating to this contract, including changes of address, shall be mailed to the Owner and Contractor at the following addresses:

OWNER

City and Borough of Sitka
Public Works Director
100 Lincoln Street
Sitka, AK 99835

CONTRACTOR

ARTICLE 8
INSURANCE AND INDEMNIFICATION

No provision in the contract documents lessens, alters, or makes inapplicable the requirements for insurance and indemnification stated in CBS Standard Construction Specifications, Division 10, 6.18. In the event of conflict between the above-referenced articles and any other contract provision(s), the requirements set out in the above-referenced articles control.

I personally guarantee that I will keep current all my business and personal accounts with the City and Borough of Sitka (i.e. utilities, harbor billings, taxes, etc.) as long as this contract is in effect. If I default on the promise set out in the previous sentence, the City and Borough of Sitka may withhold payment on this contract and/or garnish a portion of this payment to bring current my outstanding balance(s) with the City and Borough of Sitka.

ARTICLE 9
JURISDICTION: CHOICE OF LAW

This contract shall be governed by the laws of the State of Alaska, and any lawsuit brought thereon shall be filed and prosecuted only in Sitka, Alaska in the courts of the State of Alaska.

ARTICLE 10
ATTACHMENTS

In the event there is any difference between an attachment to the original of this agreement on file with the City and Borough of Sitka Clerk and any attachment to a duplicate original of the agreement, the attachments to the original filed with the City and Borough Clerk shall control.

ARTICLE 11
LIQUIDATED DAMAGES

Owner and Contractor recognize that time is of the essence in performance of this contract and the Owner will suffer financial loss if the work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with contract documents. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Four Hundred Dollars (\$400.00) each calendar day that expires after the contract time required for substantial completion to the actual date of substantial completion and Four Hundred Dollars (\$400.00) each calendar day that expires after the contract time required for final completion to the actual date of final completion determined as set out in the COTNTRACT documents.

IN WITNESS, the parties execute this agreement through their duly authorized representatives, and represent that their duly authorized representatives are authorized to sign this Agreement Between Owner And Contractor For Construction of the Swan Lake Park Floating Dock on behalf of the party they represent.

CITY AND BOROUGH OF SITKA

CONTRACTOR

Municipal Administrator

Name and title of Office (printed or typed)

Date: _____

Company Name (printed or typed)

Signature

Date: _____

ATTEST:

Municipal Clerk

AGREEMENT AND ATTACHMENTS
TO ORIGINAL APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

Municipal Attorney

ACKNOWLEDGMENTS

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 20____ by _____, Municipal Administrator of the
City and Borough of Sitka, an Alaska municipal corporation, for the corporation on behalf
of the corporation.

Notary Public for State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 20____ by _____, the
(title of office) _____ of (name of corporation)
_____ for and on half of the corporation.

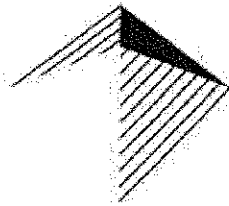
Notary Public for State of Alaska
My Commission Expires: _____

SAMPLE

**DESIGN-BUILD AGREEMENT &
GENERAL CONDITIONS**

(applicable only if design-build contract is selected)

DBIA



**DESIGN-BUILD
INSTITUTE OF AMERICA**

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND DESIGN-
BUILDER C LUMP SUM**

Document No. 525

First Edition, 1998

8 Design-Build Institute of America

Washington, DC

This **AGREEMENT** is made as of the _____ day of _____, in the year of 2012, by and between the following parties, for services in connection with the Project identified below.

ASSEMBLY APPROVAL GRANTED _____ day of _____.

OWNER:

City and Borough of Sitka
100 Lincoln Street
Sitka, AK 99835

DESIGN-BUILDER:

PROJECT: Swan Lake Park Floating Dock
Sitka, Alaska 99835

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:

- .1** This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder;
- .2** All written modifications, amendments, and change orders to this Agreement.
- .3** Owner's entire Project Manual, Amended by Addendum No. 2, (Attachment A) including all Addenda and:
 - .1** Bidding Documents (Part I)
 - .2** Design-Build Contract Requirements (Part II)
 - .3** Performance and Payment Bonds (Part II)
 - .4** Title 36 Wage Schedule (Part III)

- .5 Specifications (Part IV)
- .6 Special Provisions (Part V)
- .7 Reports (Part VI)
- .8 Drawing (Part VII)
- .4 Design Builder's entire Proposal (Attachment B) including;
 - .1 Work Plan
 - .2 Project Schedule
 - .3 Bid Form
 - .4 Qualifications, Licenses, and Certifications
- .5 The General Conditions of Contract;
- .6 Written Supplementary Conditions, if any, to the General Conditions of Contract;
- .7 Design Drawings and Submittals/ Construction Documents prepared and approved in accordance with Owner's Bid requirements and Section 2.4 of the General Conditions of Contract

Article 3 Interpretation and Intent

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

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

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

Article 4 Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be the property of the Owner.

4.2 Owner's use of Work Product 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 and (i) it is determined that Design-Builder was in default and (ii) Owner has fully satisfied all of its obligations under the Contract Documents, Design-Builder shall grant Owner access and ownership of all 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 Substantial Completion of the entire Work shall be achieved on or before 31 August 2012.

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows: Design-Build Contract Requirements.

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved no later than 30 September 2012.

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

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

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages, which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by the dates established in 5.2.1 Designer-Builder shall pay Owner (\$400.00) as liquidated damages for each day that Substantial Completion extends beyond the dates established in 5.2.1. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion.

5.5 Early Completion Bonus. If Substantial Completion is attained on or before N/A (N/A) days before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay Design-Builder at the time of Final Payment under Section 7.3 hereof an early completion bonus of N/A Dollars (\$ N/A) for each day that Substantial Completion is attained earlier than the Bonus Date.

Article 6
Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with the Contract Payment Schedule the lump sum of \$_____ (amount written), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable legal requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

For work performed by Design-Builder's own forces:	Loaded labor rate	+ 15 %
For Design Builder provided materials or rental equipment:	Cost FOB jobsite	+ 15%
For work provided by subcontractors:	Subcontractor cost	+ 10%

Article 7
Procedure for Payment

7.1 Progress Payments

7.1.1 Design-Builder shall submit to Owner per Contract Payment Schedule, 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 Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments (not used)

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Completion with Project requirements and Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the all project requirements for final payment and requirements set forth in Section 6.7.2 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 none percent (0%).

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment.

Article 8
Termination for Convenience

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

- .1 All Work executed and for proven loss, cost or expense in connection with the Work;
- .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
- .3 The fair and reasonable sums for overhead and profit on the sum of items .1 and .2 above.

8.2 In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

- .1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid ten percent (10%) of the remaining balance of the Contract Price.
- .2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid ten percent (10%) of the remaining balance of the Contract Price.

8.3 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 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'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:

Michael Harmon, (907) 747-1804
Director of Public Works, City and Borough of Sitka
100 Lincoln Street
Sitka, AK 99835

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:

Stephen Weatherman, (907) 747-4042
Municipal Engineer, City and Borough of Sitka
100 Lincoln Street
Sitka, AK 99835

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:

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:

Article 10
Bonds and Insurance

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

Commercial General Liability

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed	
Operations Aggregate	\$2,000,000

CGL shall not contain exclusions or limitations for any of the following:

- *premises operations
- *products/completed operations
- *blanket contractual
- *broad form property damage
- *personal injury
- *independent contractors
- *If applicable, appropriate Contractor Pollution Liability for asbestos or other pollutant operations

Professional Errors and Omissions \$1,000,000

Workers' Compensation Statutory

*U.S. Longshoremen & Harbor Worker's (USL&H) and/or Maritime (Jones Act)

Commercial Automobile Liability \$1,000,000

Including all owned, hired and non-owned vehicles

Builders All Risk Coverage for the duration of the contract

Insurance Notes

1. USL&H and/or Maritime coverage required if contract involves marine related activity on docks, vessels, etc.
2. The City and Borough of Sitka shall be named as an additional insured on all insurance policies, with the exception of the workers' compensation. Sitka shall also be granted a full waiver of any rights of subrogation. These requirements extend to all sub-contractors.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

100% Performance and Payment Bond
Warranties

Article 11
Other Provisions

11.1 Other provisions, if any, are as follows: NONE

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

OWNER:

DESIGN-BUILDER:

(Name of Owner)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__ by _____, Municipal Administrator of the City and Borough of Sitka, an Alaska municipal corporation, for the corporation on behalf of the corporation.

The foregoing instrument was acknowledged before me this _____ day of _____, 200__ by _____, the _____ of _____, for and on behalf of the corporation.

Notary Public for State of Alaska

Notary Public for State of Alaska

My Commission Expires: _____

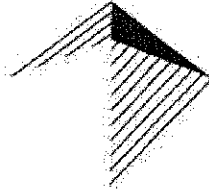
My Commission Expires: _____

Legal Review: _____

Attachment A: OWNER'S PROJECT MANUAL

Attachment B: DESIGN BUILDER'S PROPOSAL

DBIA



**DESIGN-BUILD
INSTITUTE OF AMERICA**

**STANDARD FORM OF GENERAL
CONDITIONS OF CONTRACT
BETWEEN OWNER AND
DESIGN-BUILDER**

Document No. 535

First Edition, 1998

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Washington, DC

General Conditions of Contract Between Owner and Design-Builder

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

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Article 1

General

1.1 Mutual Obligations

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

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder C Lump Sum* (1998 Edition) or ~~DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder C Cost Plus Fee with an Option for a Guaranteed Maximum Price* (1998 Edition).~~

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

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

1.2.4 *Hazardous 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.

1.2.5 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (1998 Edition).

1.2.6 *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.

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

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

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

1.2.10 *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 materialmen and suppliers.

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

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

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 whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (iv) other items require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall 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, 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 within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any

legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services

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

2.4 Design Development Services

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

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

construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

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

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, 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 Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in 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 Phase 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.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. 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.

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

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and

coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site 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.

2.8 Design-Builder's Responsibility for Project Safety

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

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable 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.

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

2.9 Design-Builder's Warranty

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

2.10 Correction of Defective Work

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

2.10.2 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 periods identified herein shall be deemed inapplicable.

2.10.3 The one year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

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.

3.2 Furnishing of Services and Information

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

- .1 Surveys describing the property, boundaries, topography and reference

points for use during construction, including existing service and utility lines;

- .2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

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

- .4 A legal description of the Site;

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

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

3.2.2 Owner is 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** At Design-Builder's 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.~~

~~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 the Owner's Permit List attached as an exhibit to the Agreement.~~

~~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. 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, 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 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 for any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

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. 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.

4.2 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 the Contract Documents 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 Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 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.

Article 5 **Insurance and Bonds**

5.1 Design-Builder's Insurance Requirements

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

- .1** Coverage for claims arising under workers' compensation, disability and other similar employee benefit laws applicable to the Work;
- .2** Coverage for claims by Design-Builder's employees for bodily injury, sickness, disease, or death;
- .3** Coverage for claims by any person other than Design-Builder's employees for bodily injury, sickness, disease, or death;
- .4** Coverage for usual personal injury liability claims for damages sustained by a person as a direct or indirect result of Design-Builder's employment of the person, or sustained by any other person;
- .5** Coverage for claims for damages (other than to the Work) because of injury to or destruction of tangible property, including loss of use;
- .6** Coverage for claims of damages because of personal injury or death, or property damage resulting from ownership, use and maintenance of any motor vehicle; and
- .7** Coverage for contractual liability claims arising out of Design-Builder's obligations under Section 7.4.1 hereof.

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

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

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

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

5.2 ~~Owner's Liability Insurance~~

5.2.1 ~~Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.~~

5.3 ~~Owner's Property Insurance~~

5.3.1 ~~Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property 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 property insurance obtained by Owner shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants, Subcontractors and Sub-Subcontractors, and shall insure against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property 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.~~

5.3.2 ~~Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, Subcontractors and Sub-Subcontractors.~~

5.3.3 ~~Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's 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 payment 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 Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.~~

5.3.4 ~~Any loss covered under Owner'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.~~

~~5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all 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.~~

5.4 Bonds and Other Performance Security

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

Article 6

Payment

6.1 Schedule of Values

6.1.1 Design-Builder shall submit for Owner's approval, a schedule of values for all work within ten (10) days of execution of the Agreement. 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.

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.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are

suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

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

6.3 Withholding of Payments

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest

6.4.1 If Owner fails to pay Design-Builder any 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. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations

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

6.6 Substantial Completion

6.6.1 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.

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

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 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.

6.7 Final Payment

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

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

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

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial

Completion and (iii) the terms of any special warranties required by the Contract Documents.

Article 7

Indemnification

7.1 Patent and Copyright Infringement

7.1.1 Design-Builder 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 or 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.

7.3 Payment Claim Indemnification

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

7.4 Design-Builder's General Indemnification

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, employees and agents from and against 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) 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.

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

7.5 Owner's General Indemnification

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, employees, or agents from and against 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) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

Article 8

Time

8.1 Obligation to Achieve the Contract Times

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

8.2 Delays to the Work

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, 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, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

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 an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in Section 8.2.1 above that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

Article 9

Changes to the Contract Price and Time

9.1 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; and
- .3 The extent of the adjustment to the Contract Time(s).

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.

9.2 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;
- .3** Costs, fees and any other markups set forth in the Agreement; and
- .4** If an increase or decrease cannot be agreed to as set forth in items .1

through .3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement. If the net result of both additions and deletions to the Work is an increase in the Contract Price, overhead and profit shall be calculated on the basis of the net increase to the Contract Price. If the net result of both additions and deletions to the Work is a decrease in the Contract Price, there shall be no overhead or profit adjustment to the Contract Price. Design-Builder shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

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 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 notice 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.

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.

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. 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 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.

10.3 Arbitration

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 arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other 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.

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 to Design-Builder, 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, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential.

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 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. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, 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 the Contract Price, 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 procurement 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 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.

11.4.2 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

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 work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop 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.

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

Miscellaneous

12.1 Assignment

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

12.2 Successorship

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

12.3 Governing Law

12.3.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

12.4 Severability

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

12.5 No Waiver

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

12.6 Headings

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

12.7 Notice

12.7.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by

registered or certified mail, postage prepaid to the address indicated in the Agreement or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

12.8 Amendments

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

CONTRACT BOND (PERFORMANCE)

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as principals, and _____ of _____ as surety, firmly bound and held unto the City and Borough of Sitka, Alaska, in the penal sum of _____ Dollars (\$ _____), good and lawful money of the United States of America for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principals have entered into written contract with said City and Borough of Sitka, on the _____ day of _____, 20____, for the construction of _____, said work to be done according to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligations are such that if said principals shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, and subcontract, or any and all duly authorized modifications with in the percentage of change limitations as set forth in the specifications or Special Provisions, and shall indemnify and save harmless the City and Borough of Sitka and employees thereof against any damage or loss which they or any of them may suffer or for which they or any of them become liable for the default of said principals or by any neglect or carelessness on the part of said principals, their agents, servants, or employees, then those presents shall become null and void, otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, Alaska, this _____ day of _____, 20____.

PRINCIPALS: _____

COUNTERSIGNED: _____

Resident Agent

SURETIES: _____

(Corporation Seal)

Approved:

Administrator

CITY AND BOROUGH OF SITKA

_____, 20____

CONTRACT BOND (PAYMENT)

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as principals, and _____ of _____ as surety, firmly bound and held unto the City and Borough of Sitka, Alaska, in the penal sum of _____ Dollars (\$ _____),

good and lawful money of the United States of America for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principals have entered into written contract with said City and Borough of Sitka, on the _____ day of _____, 20____, for the construction of _____, said work to be done according to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligations are such that if said principals shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, and subcontract, or any and all duly authorized modifications within the percentage of change limitations as set forth in the specifications or Special Provisions, and shall indemnify and save harmless the City and Borough of Sitka and employees thereof against any damage or loss which they or any of them may suffer or for which they or any of them become liable by the default of said principals or by any neglect or carelessness on the part of said principals, their agents, servants or employees, then those presents shall become null and void, otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, Alaska, this _____ day of _____, 20____.

PRINCIPALS: _____

COUNTERSIGNED: _____

Resident Agent

SURETIES: _____

(Corporation Seal)

Approved:

Administrator
CITY AND BOROUGH OF SITKA
_____, 20____

PART III

TITLE 36 WAGE SCHEDULE

STATE WAGE RATES

State wage rates can be obtained at: <http://labor.state.ak.us/lss/pamp600.htm>

Use the State Wage rates that are in effect 10 days before the Bid Opening. A hard copy will be provided upon request.

Contractor may **not** begin work until he has submitted proof that a “Notice of Work” has been filed with the Alaska Department of Labor. A temporary receipt of the “Notice of Work” date-stamped by Wage & Hour will serve as proof.

Contractor shall include with his final pay request a “Notice of Completion of Public Works”, from the Alaska Department of Labor showing that all employees’ wages and employment security taxes have been paid to his employees and the employees of his subcontractors (T36 Clearance Approved). Final payment will not be released until this has been submitted.

The online system can be accessed through the myAlaska portal (<https://myalaska.state.ak.us/home/app>) after signing on with a user name and Password. The system can be found under “LSS-Online Filing Services” Users of the system will experience increased efficiency and reduced costs and waste, associated with filing paper forms. Once an employee’s personal data and classification information has been entered into the system, it will be available for future use, so only weekly changes (classifications, hours, and wages) would be updated. Rather than paying for postage, users will submit payrolls free of charge and receive an electronic confirmation that the information was received.

PART IV

SPECIFICATIONS

SWAN LAKE PARK
FLOATING DOCK SPECIFICATIONS

1. GENERAL REQUIREMENTS

- A. The work of this section includes, but is not limited to providing all labor, equipment, materials, incidental work and construction methods necessary to perform the project in a satisfactory manner.
- B. Provide prefabricated floating dock with following general requirements:
 - 1. Floating dock shall be ~8' wide x *60' long dock in "T" configuration with ~10' wide by 20' long float at far end. Dock shall include a bull rail, rub rail, and one (1) safety ladder. *Dock shall be designed and fabricated in such a manner to allow for two (2) 8' wide x 20' long dock extensions that may be awarded as additive alternates at the discretion of the City and Borough of Sitka.
 - 2. Two (2) Jayhawk Platics, 4' long Comfort Park Avenue benches or approved substitute, shall be fastened on float (must accommodate wheelchairs on float).
 - 3. Floating dock must also be capable of freezing in place during the winter months.
 - 4. Swan Lake bottom consists of up to 16 feet of unconsolidated organic material (peat). Floating dock anchor system must be designed to accommodate significant settlement of anchors without causing damaging stresses to the float.

2. QUALITY ASSURANCE

- A. Approved Manufacturers:
 - 1. Shoreside Marinas
4065 Hannegan Road
Bellingham, Washington 98226
360-734-0735 (P)
360-734-2038 (F)
www.shoresidemarinas.com
 - 2. Topper Industries, Inc.
PO Box 2050
Woodland, Washington 98674
360-841-8320 (P)
360-841-8021 (F)
www.topperfloats.com
 - 3. Bellingham Marine Industries, Inc.
5500 Nordic Way
Ferndale, Washington 98248
360-676-2800 (P)
360-734-2417 (F)
www.bellingham-marine.com

- B. Approved equal manufacturer should be a firm regularly engaged in the productions of floating structures of the type required for this project and must be pre-approved prior to bidding.
- C. Design of the steel members for the dock frame shall conform to the current edition of the American Institute of Steel Construction (AISC) Steel Construction Manual.
- D. Steel welding for the dock frame shall be in accordance with AWS D1.1 Structural welding code and shall be performed by experienced operators.
- E. No welding shall be performed through paint, galvanizing, or other coatings.
- F. All welds shall be visually inspected by a qualified inspector prior to leaving the shop.
- G. All exposed surfaces and their welded joints shall be smooth and free of sharp or jagged edges. Surfaces to be welded shall be free from scale, paint, grease or other foreign matter. Welds shall be sufficient size and shape to develop full strength of the parts connected by the welds.

3. SUBMITTALS

- A. Shop drawings of the floating dock showing all dimensions, connections and anchorage locations.
- B. Detailed fabrication drawings showing dock frame, decking connections to the frame, and dock connection to shoreside abutment.
- C. All drawings must be signed and sealed by an Alaska registered professional engineer and approved by the Owner prior to shop fabrication.

4. DESIGN AND PERFORMANCE

- A. Loading – float shall not move more than 8” downward with a uniform live load of 20 lbs per square foot.
- B. Deck – live load in excess of 50 lbs per square foot.
- C. Unloaded freeboard – measurement from water surface to top of decking with no live load applied between 16” minimum and 22” maximum.
- D. Retention of flotation – 98% after 1 year/ 95% after 5 years.
- E. Dock units shall be designed such that all structural members are above water line at full live load (20 lbs per square foot).
- F. Gap between deck boards shall not be greater than ¼”.
- G. Wind load – Basic wind speed, V (3-second gust wind speed) = 120 mph.
- H. Snow load – Ground snow load, $p_g = 50$ lbs per square foot.
- I. Wave load – 1-foot wave (wind and wave are concurrent).
- J. Impact load – 1500 lbs impact at end of float.

5. MATERIALS

- A. Steel Frames
 - 1. Miscellaneous steel shapes and plates shall be ASTM A36.
 - 2. Welded steel frames shall be hot dip galvanized per ASTM A123 or A153 after fabrication.

B. Decking

1. Decking shall be of a composite material to include either MoistureShield© Vantage Collection, color: Gray Weathered or ChoiceDek© Premium Series color: Cape Cod Grey. Alternate composite deck materials must be pre-approved prior to bidding.
2. Bull rail shall extend around entire dock perimeter and be a 4"x4" HDPE Plastic Lumber product. Color shall match the color of the deck material.
3. Rub rail shall extend around entire dock perimeter and be of a composite material, HDPE plastic or UMHW plastic.

C. Flotation

1. Flotation tubs shall be manufactured from linear virgin polyethylene resin containing UV inhibitors and carbon black pigment. All units are to be rotationally molded for seamless, one piece construction, with a 0.150" minimum nominal wall thickness.
2. All flotation tubs shall be filled with virgin expanded polystyrene (EPS) beads, which will be steamed together to provide a solid core for structural strength. The EPS contents are to have 0.9 to 1.2 lbs per cubic foot density. Water absorption is not to exceed 3.0 lbs per cubic foot when tested using the methods of the Hunt 7-day Water Absorption Test.
3. Flotation unit attachment shall have a minimum breaking strength of 1500 lbs.

D. Fasteners

1. All fasteners shall be hot dipped galvanized or stainless steel.
2. Bolts shall be per ASTM A307.
3. Minimum nail pullout to be greater than 250#.

6. CONCRETE ABUTMENT

E. General Requirements

1. An abutment is required to rigidly anchor the floating dock to the shore at Swan Lake.
2. Abutment design must account for all applicable load criteria and must be compatible with floating dock connection system and include a transition plate.
3. Abutment may consist of driven steel piles with integrated grade beam pile cap or other foundation options as may be appropriate. Steel shall be ASTM A36 at a minimum.
4. Concrete work shall be in accordance with Contract Documents.
5. A geotechnical report describing the subsurface soil conditions in the vicinity of the planned improvements is attached to these specifications to assist with the abutment design.
6. Design drawings must be submitted to the Owner for review and approval. All drawings must be signed and sealed by an Alaska registered professional engineer and approved by the Owner prior to construction.

PART V

SPECIAL PROVISIONS

**CITY AND BOROUGH OF SITKA
SWAN LAKE PARK FLOATING DOCK
CBS PROJECT NO. 90620
March 2012**

SPECIAL PROVISIONS

GENERAL INFORMATION

1. LOCATION AND SCOPE

All proposed Work is located in Sitka, Alaska, as shown on vicinity map provided in the Plans. The Work included under this Contract consists of furnishing all labor, materials, equipment, supervision, and other facilities necessary to successfully complete the Work set forth in the Contract Documents. It shall be the responsibility of the bidder to prepare his/her bid so that all Work shall conform to the intent of the Contract Documents.

2. REFERENCE TO CITY AND BOROUGH OF SITKA STANDARD SPECIFICATIONS (CBSSS)

This Contract is subject to and hereby incorporates by reference the CITY AND BOROUGH OF SITKA Standard Specifications Street - Drainage - Utilities - Parks, dated 2002, hereinafter referred to as **CBSSS**. These Special Provisions amend the CBSSS Standard Details contained in the CBSSS and are also to be considered a part of the Contract. Details shown on the Plans shall govern over like standard details contained in CBSSS unless otherwise noted in the Special Provisions.

3. MODIFICATIONS AND/OR ADDITIONS TO SITKA STANDARD SPECIFICATIONS

The following listed provisions of CBSSS are hereby amended:

DIVISION 10 – STANDARD GENERAL PROVISIONS

SECTION 10.05 - CONTROL OF WORK

Article 5.8 Notice by Contractors

Add the following paragraph:

Electronic facsimile transmissions shall not be used by the Contractor to serve notice to the Owner. Electronic facsimile transmissions may be used to informally notify the Owner of impending official notification. The official notification will not be considered delivered until such notification is made in writing, delivered to the Engineer or his representative in person, or mailed to the office of the Engineer at the address given in the official "Notice to Proceed".

Article 5.41 Physical Completion

Add the following article:

Physical completion is the day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

SECTION 10.06 – LEGAL RELATIONS AND RESPONSIBILITIES

Article 6.18 Insurance

Add the following paragraph:

b. Notice to “Out of State” Contractors

A Certificate of Insurance for Alaska Worker’s Compensation, or an “other states” endorsement on Contractor’s home state Worker’s Compensation policy, is required prior to execution of a Contract or commencement of any contract performance, if any in-state visits or Work is required or anticipated.

DIVISION 15 – MISCELLANEOUS PROJECT REQUIREMENTS

SECTION 15.02 – MINOR CHANGES

Article 2.1 General

Add the following section:

Payments or credits for changes amounting to \$5,000.00 or less may be made under the bid item “Minor Changes”. At the discretion of the Engineer, this procedure for minor changes may be used in lieu of the more formal procedure as outlined in Article 5.21 Additional or Extra Work.

Article 2.2 Minor Changes - Description

The Contractor will be provided a copy of the completed Minor Change. The agreement for the Minor Change will be documented by signature of the Contractor, or notation of verbal agreement. If the Contractor is in disagreement with anything required by the order for Minor Change, the Contractor may protest the order as provided in Article 5.36 Claims for Adjustments and Disputes.

Article 2.3 Measurement

Payments or credits will be determined in accordance with Article 5.21 Additional or Extra Work. For the purpose of providing a common proposal for all bidders, the Owner has entered an amount for Minor Change in the Proposal to become a part of the total bid by the Contractor. Some, all, or none of the amount of the funds allocated for Minor Changes may be expended in the construction project at the discretion of the Engineer.

Article 2.4 Basis of Payment

Minor Changes will be paid at the price noted on the completed Minor Change.

ITEM

Minor Change

UNIT

Lump Sum

DIVISION 30 – PORTLAND CEMENT CONCRETE

Section 30.04 – Structures and Retaining Walls

Replace this paragraph with the following:

Article 4.1 Description

The Work covered under this Section consists of the design and construction of Portland Cement Concrete structures and retaining walls. All concrete structures shall be designed and stamped by a licensed engineer registered in the State of Alaska. Design drawings must be submitted to the Owner for review and approval prior to the Work. All materials shall be as specified on the plans.

Add the following sentence to the end of the third paragraph:

Article 4.2 Construction

j. Earthwork

Abutment to be located generally in accordance with Figure 1. Final abutment and dock location to be coordinated with Owner. Minor grading of the approach to the new dock shall be incidental to the work.

Replace this article with the following:

Article 4.3 Measurement

Measurement shall be lump sum and shall consist of all labor, materials, and equipment required to design and construct the dock abutment in accordance with the Contract Documents.

Replace this article with the following:

Article 4.4 Basis of Payment

Payment for this Work shall be in accordance with Division 10 – Standard General Provisions, Section 10.07 Measurement and Payment, as amended in these specification, and shall include full payment for all Work described in this section.

No additional payment shall be made for excavation and backfill around retaining walls and structures. Disposal of unusable excavation and import of classified fill shall be incidental to the work.

Payment shall be made under the following unit.

ITEM

Concrete Abutment

UNIT

Lump Sum

DIVISION 70 - MISCELLANEOUS

Section 70.25 Furnish and Install Floating Dock

Article 25.1 General

This work includes furnishing all labor, equipment, and materials necessary for the design, fabrication, procurement, and installation of a Floating Dock at Swan Lake Park.

Article 25.2 Material

All materials used to Furnish and Install Floating Dock shall meet the requirements presented within the enclosed "Specifications for Floating Dock".

Article 25.3 Construction

The Floating Dock shall be designed, fabricated, and installed in accordance with the enclosed "Specifications for Floating Dock", manufacturer drawings, instructions, and specifications, and CBSSS where applicable. Any damage to the Floating Dock or abutment resulting from construction under this contract shall be repaired or the damaged portion replaced at the Contractor's expense.

Base Bid dock shall consist of an 8' wide x 60' long floating dock with a 10' wide x 20' long tee at the end (see attached specifications).

If Additive Alternate No. 1 is awarded, dock extension shall consist of one (1) 8' x 20' floating dock segment identical in material and construction type to base bid main dock segments.

If Additive Alternate No. 2 is awarded, dock extension shall consist of one (1) 8' x 20' floating dock segment identical in material and construction type to base bid main dock segments.

Article 25.4 Measurement

Measurement for Furnish and Install Floating Dock and Furnish and Install Dock Extension shall be lump sum and shall consist of all labor, materials, and equipment required to furnish and install the floating Dock as specified and located as shown on Figure 1.

Article 25.5 Basis of Payment

Payment for this work shall be in accordance with Division 10 – Standard General Provisions, Section 10.07 Measurement and Payment, as amended in these specification, and shall include full payment for all Work described in this Section.

Payment shall be made under the following unit.

ITEM	UNIT
Furnish and Install 8' wide X 60' long Floating Dock w/ 10' wide x 20' long "T" Float	Lump Sum
Furnish and Install 8' wide X 20' long Floating Dock Extension	Lump Sum

Section 70.26 Design-Build Engineering

Article 26.1 General

This work includes furnishing all labor, equipment, and materials necessary for the design of a Floating Dock at Swan Lake Park under a design-build contract. This pay item is not applicable under a standard furnish and install contract

Article 26.2 Engineering

The Floating Dock shall be designed in accordance with the enclosed "Specifications for Floating Dock", instructions, and specifications, and CBSSS where applicable. All drawings must be signed and sealed by an Alaska registered Professional Engineer and approved by the Owner.

Article 26.3 Measurement

Measurement for Design-Build Engineering shall be lump sum and shall consist of all labor, materials, and equipment required to design the floating dock including all submittals outlined in Swan Lake Park Floating Dock Design-Build Contract Requirements and as specified and located as shown on Figure 1.

Article 26.4 Basis of Payment

Payment for this work shall be in accordance with the Swan Lake Park Floating Dock Design-Build Contract Requirements, and shall include partial payment of the lump sum upon approval of each design submittal as follows:

- 35% Submittal Approval = 35% of lump sum pay item
- 65% Submittal Approval = 65% of lump sum pay item
- 95% Submittal Approval = 95% of lump sum pay item
- Final Submittal Approval = 100% of lump sum pay item

Payment shall be made under the following unit.

ITEM	UNIT
Design-Build Engineering	Lump Sum

END OF SPECIAL PROVISIONS

PART VI

REPORTS

SWAN LAKE RECREATIONAL
IMPROVEMENTS
GEO TECHNICAL ASSESSMENT
AND
CONSTRUCTION ANALYSIS

Prepared for:

City and Borough of Sitka
304 Lake Street
Sitka, Alaska 99835

September 23, 1985

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SYNOPSIS

In order to increase the recreational aspects of Swan Lake, located in the middle of a residential area, not far from downtown Sitka, the City and Borough of Sitka requested proposals to perform a geotechnical investigation and engineering analysis of the lake. The joint venture team of Construction Engineering Services and Stragier Engineering Services, Inc., both of Sitka, was chosen to perform the work. The team utilized the services of Northern Technical Services (NORTEC) to assist in the geotechnical investigation. NORTEC utilized the technique of ground penetrating radar to determine the extent of the various soils strata below the lake floor. Their investigation revealed that the water in the lake is up to twelve feet deep and the lake floor consists of a layer of muskeg, or peat, which varies in thickness from five feet to sixteen feet. The peat overlays glacial till of undetermined thickness.

The geotechnical investigation revealed an area of the lake between the KIFW transmitter station and the existing parking area where the peat averaged only about ten feet thick. This area was selected as the most promising site, in terms of economics, in which to place a recreational area. Several construction methods were considered for developing a recreational area. The method found to be the most economical and cause the least environmental impact consists of placing a geotextile fabric over the muskeg within the area to be developed. The fabric would

then be covered with a clean shot rock to an elevation five feet higher than the final elevation of the fill. The extra five feet of material, called a surcharge, would remain in place for approximately three months, or until the settlement of the muskeg underneath halted, before being used to cover another section of the improved area. By covering and surcharging the area in four increments, all of the surcharge material could be incorporated into the improvements and not have to be hauled away, saving considerable costs. Developing 60,000 square feet for recreational purposes and 30,000 square feet for parking, utilizing this surcharge method would cost an estimated \$666,000. Construction criteria for developing this option is outlined in this report.

INTRODUCTION

Swan Lake is located in the midst of a residential area about a quarter mile north of the downtown business section of Sitka. The lake is surrounded by roads, residences and recreational facilities. The lake provides recreational opportunities for the community in the form of boating, fishing, ice skating and bird feeding. There are resident domestic ducks and geese which use the lake as their home. They are well know within the community and are talented moochers, expecting a hand-out from everyone who frequents the small parking area at the end of DeGroff Street. During the winter, when feed in the lake diminishes and the lake sometime freezes over, the birds take up residence with an adjacent homeowner.

Swan Lake is identified as an Area Meriting Special Attention (AMSA) in the Coastal Management Plan for the Sitka area. As such, Federal and State monies can be obtained to improve its value to the community. Since the use of Swan Lake is strictly recreational (it is not used as a water source for Sitka), any improvements to its value should be allocated to enhance its recreational capabilities. With this goal in mind the City and Borough of Sitka requested proposals from interested geotechnical and engineering firms to determine the feasibility of improving the recreational aspects of the lake and to develop design criteria if such improvements proved to be feasible.

The joint venture team of Construction Engineering Services and Stragier Engineering Services, both of Sitka, was chosen to perform the geotechnical investigation, prepare a feasibility report and cost estimates, and develop design criteria. This Geotechnical Assessment and Construction Analysis is the result of that study.

METHODOLOGY

Any recreational improvements to Swan Lake require filling in a portion of the lake, since the lake is surrounded by either roads and streets or private property. Because the lake is relatively shallow, particularly along its periphery, filling in a portion of the lake to enhance its recreational potential is a sensible solution.

In order to design any improvements to Swan Lake, it is necessary to quantify the geotechnical structure of the proposed improvement area. This quantification is required to determine the quantities and types of material involved and to determine the strength or bearing capacity of the supportive material in the lake bottom. Using conventional soils sampling techniques to perform this task would require that drilling equipment be mounted on a barge that could be towed around the lake. Since this procedure is time consuming and expensive, the consultants elected to utilize the new technique of ground penetrating radar to gather the required geotechnical information. Ground Penetrating Radar (G.P.R.) utilizes radio waves to produce a graphic recording of the various soils strata in much the same way as a recording fathometer uses sound waves to produce a graphic recording of the sea floor. The consultants retained the firm of Northern Technical Services to provide this service for the project.

The area to be studied was defined in the lake with a grid made

of 2x2 stakes driven into the lake bottom with the tops of the stakes visible just above water level. The grid was established at fifty foot intervals in two directions. The ground penetrating radar equipment was loaded into a small skiff which slowly traversed the area along the grid lines while the equipment recorded the depth of the various soils strata. (Refer to Appendix B for the geotechnical report and the soils graphs of the area covered.) The G.P.R. system does not identify the composition of the various soils strata, it only identifies the depth to, or thickness of, the various strata. Ground proofing is required to determine the composition of the soil in each strata. The subconsultant performed this task utilizing a Livingston corer, which is a hand operated device. The corer allows soils samples to be taken at any depth within a soils strata, providing the sampler can be driven into the soil by hand. The firm identified the composition of the strata below the lake bottom with the corer.

After the soils data was collected, analyzed and translated into graphic form, the engineering design of the proposed improvements could begin. Various scenarios were investigated. Each scenario analyzed construction costs, recreational compatibility and feasibility. The analysis resulted in a final recommendation made by the consultant team.

ENGINEERING ANALYSIS

The results of the subsurface soils investigation is shown graphically in Appendix A. The results show that there is a layer of muskeg varying in thickness from eight to sixteen feet immediately under the lake. The maximum depth of the lake is only twelve feet. The muskeg overlays a glacial till of undetermined thickness, and varies in composition from almost water to a condensed mass of fibers, roots and other organic matter. The deeper the muskeg, the more cohesive it is, having been compressed by the weight of material and water above.

Muskeg has little, if any, structural or bearing strength. Any structure built on muskeg will eventually fail as the muskeg compresses or is displaced by the structure. Because of this lack of structural integrity, engineering designers are reluctant to design structures on or near muskeg. If muskeg is on a site requiring structures, engineers usually require that either the muskeg be removed and replaced with structurally sound material, or that piles be driven through the muskeg and into more structurally sound material beneath, the muskeg. This engineering analysis will discuss these two options and present a third option, as well.

Piling Option

The option of driving piling through the muskeg and into the glacial till to support a recreational structure is considered to be too costly to be a viable option. Even if sheet piling were used

to act as a retaining structure to support backfill material the cost is much greater than the other options to be viable. Furthermore, the vertical retaining structure would not be compatible with the recreational uses of the lake, as it would inhibit safe access to the shoreline. The option is therefore rejected.

Excavation Option

The excavation option requires the removal of all muskeg in the area of the proposed improvements and replacement with clean backfill material. A discussion of this option follows.

The results of our soils investigation shows that there is an area between the KIFW transmitter building and the existing parking area where the thickness of the muskeg is only about ten feet. By utilizing this area as the site for proposed improvements, the amount of muskeg to be removed is minimized. The area outlined as the improvement area in Appendix A, results in a total area of about 90,000 square feet (two acres). The proposed area would provide a fifty foot parking area adjacent to Lake Street, between the KIFW transmitter building and the existing parking area, and a roughly 230'x240' area allotted for recreational purposes. To remove all of the muskeg in this area would require approximately 25,000 cubic yards of muskeg excavation. Backfill material required to bring the area to an elevation two feet higher than the existing lake level totals about 50,000 cubic yards. Assuming that excavation costs \$10.00/c.y., the backfill costs \$12.00/c.y. and geotextile fabric in the parking area costs \$3.00/s.y., improvements for the designated area would total about \$865,000 for this option.

Surcharge Option

The surcharge option does not require the removal of the muskeg. This option requires that the existing muskeg be covered with a geotextile fabric and the entire area backfilled with clean material to an elevation about five feet higher than the final elevation of the improvements. The additional five feet of backfill material would remain on the site for at least a three month period. During this period the added weight of the extra five feet of backfill material would act to compress the underlying muskeg. Then, when the additional material is removed, the muskeg would remain compressed to the point where it would be structurally stable. This option would require hauling approximately 53,000 c.y. to the site and then removing approximately 17,000 c.y. At a cost of \$12.00/c.y. for hauling backfill to the site, \$6.00/c.y. for its removal, and \$3.00/s.y. for the geotextile fabric, this option would cost a total of \$768,000. However, if the project could be scheduled so that half of the site were backfilled and allowed to settle, then re-use the surcharge material to fill the other half, only 8,500 c.y. would have to be removed, resulting in a total cost of \$717,000. Similarly, the project could be scheduled so only one quarter of the site be surcharged at a time, requiring the removal of only 4,250 c.y., reducing the total cost to \$691,500. Then, if the final 4,250 c.y. of surcharge material could be used as the backfill for the parking lot adjacent to Lake Street, the total cost for this option is \$666,000.

DESIGN CRITERIA

In discussing the design considerations, only the excavation option and the surcharge option will be addressed. The piling option is not considered to be cost effective or feasible; so its criteria will not be discussed.

Excavation Option

This option requires the removal of all of muskeg in the area of the improvements. The excavated muskeg will be replaced with backfill material. The specific engineering design criteria should incorporate the following concepts:

1. Excavated material should be hauled to a site far removed from Swan Lake.
2. The excavated material should be hauled in trucks, or other appropriate equipment, which have waterproof boxes so the water saturated material would not be deposited on the roadways on route to the dump site.
3. The muskeg should not be removed within fifty feet of existing roadways.
4. Areas within fifty feet of existing roadways should be covered with a geotextile fabric with backfill material placed directly on top of the fabric.
5. To reduce contamination of the lake to the absolute minimum, the excavation and backfill should begin by forming a dike along the outside edge of the improved area. When the dike is complete, it would, in effect, form a dam around the remainder of the excavation and reduce any further contamination of the lake during the excavation process. Upon completion of the dike, proceed with the remainder of the excavation and backfill inside.
6. Backfill material should be clean shot rock with slopes no steeper than 1.5:1.
7. The final elevation of the backfill material should be at least two feet higher than the level of the lake.

Surcharge Option

The surcharge option does not require the removal of the muskeg. Instead, the muskeg would be covered with a geotextile fabric. Backfill material would then be placed over the fabric, to a height five feet higher than the final design elevation. Specific engineering design criteria for this option should include the following concepts:

1. A geotextile material should be used to cover the muskeg on the bottom of the lake throughout the area of the improvements.
2. Backfill material should consist of clean shot rock with slopes no steeper than 1.5:1.
3. The height of the surcharge material should be at least five feet higher than the final elevation of the improvements.
4. The surcharge material should remain in place for at least three months to attain the maximum possible compression of the muskeg. During this period, the settlement of the area should be monitored. When the fill exhibits stability, proceed to the next phase of construction.
5. To conserve the total amount of material hauled to and from the site, and thus reduce the cost, the backfill and surcharge sequence should be scheduled in four increments.
6. The final elevation of the backfill material should be at least two feet higher than the level of the lake.
7. Subsequent improvements to the recreational area should require that soils pressures do not exceed 1,500 p.s.f.

CONCLUSIONS AND RECOMMENDATIONS

The geotechnical investigation of Swan Lake revealed that the lake is only about twelve feet deep at the most, with an average depth closer to six feet. There is a layer of muskeg which varies in thickness between five and seventeen feet between the bottom of the lake and the underlying glacial till. The muskeg varies in consistency between a thick soup to a fibrous compressed mass of roots, fibers and organics.

Swan Lake is a dying lake. It does not have a sufficient oxygen input to sustain itself. Furthermore, the outlet of the lake does not allow the lake to be self-flushing during periods of high inflow. The result of both of these deficiencies is that the lake is slowly filling up with organic sediments. There is not enough oxygen coming into the lake to fully oxidize the organics, so they continue to collect on the lake bottom.

Any improvements to the recreational potential made within the borders of Swan Lake must acknowledge the fact that the lake floor consists of muskeg of varying thickness. Since muskeg is unstable as a foundation material, some method or technique must be utilized to alleviate its unstable nature. We have dismissed the option of driving piles through the muskeg in this application as not being a cost effective solution. The option of removing the muskeg and replacing it with a more stable foundation material is a more viable one. The resulting improvements would be stable and allow future construction of large structures. One of

the drawbacks of this option, however, is that the remainder of the lake would be polluted during the construction process, as the muskeg on the lake floor would be disturbed and dispersed throughout the lake. This may be an environmentally prohibitive consequence. At the minimum, the excavation should occur at a time when its environmental impact will be the least, during the winter months.

The surcharge option appears to be the most viable. This option would cause the least environmental impact to the lake, would result in improvements that are equal in function to the excavation option and would be the most cost effective. It is imperative that this option utilize the geotextile fabric between the muskeg and the backfill material, and that any future designs for structures on the improvements do not impose concentrated loads exceeding 1,500 pounds per square foot.

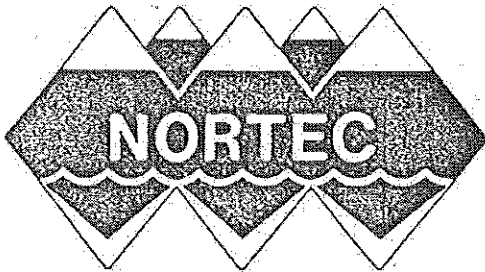
Our recommendations are to locate any future recreational improvements to Swan Lake in the area between the KIFW transmitter building and the existing parking area where the thickness of the muskeg is the least, as outlined on the enclosed map in Appendix A. A fifty foot parking strip can be constructed adjacent to Lake Street. Appropriate guard rails, parking entrance ramps and signs should be incorporated into the design. All backfill material, consisting of clean shot rock, should be placed directly on top of a geotextile material which completely covers the underlying muskeg. The backfill material should be placed at an elevation five feet higher than the final finished

grade and remain in place for a period not less than three months. During this period the settlement of the area should be closely monitored. The final elevation of the finish grade of the backfill should be at least two feet higher than the level of the existing lake. Backfill slopes should be no steeper than 1.5 horizontal to 1 vertical.

If it is desired to deepen the bottom of Swan Lake outside of the improved area, this can best be accomplished with a small dredge called a "MUDCAT". This comparatively small dredge (it can be moved with a truck and lowboy without special permits) can excavate to depths of about twenty-five feet, below the water surface. Special attention must be paid to the discharge of the dredge. Since about eighty percent of the discharge of the dredging operation consists of water, the effluent must be dewatered before being hauled away. The dewatered muskeg, still highly saturated, should then be hauled to the dump site in waterproof trucks, or other containers, to keep the muskeg from splattering all over the route. If the dredging of the lake bottom were anticipated, a minimum price of \$10.00 per cubic yard should be allocated for this purpose. Considering that Swan Lake contains about twenty-two acres, every foot of depth would contain about 35,500 cubic yards of muskeg and cost about \$355,000 to dredge.

It is not the intention of this analysis to address any proposed improvements, such as boat ramps, picnic facilities or other

architectural features, placed on top of the filled area. The one stipulation to be placed on those future improvements, however, is to limit concentrated loads to spread footings whose soils pressures do not exceed 1,500 pounds per square foot.



RESULTS OF
GROUND PENETRATING RADAR SURVEY
SWAN LAKE, SITKA, ALASKA

Prepared for:

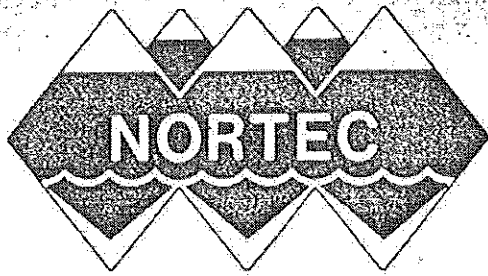
STRAGIER ENGINEERING SERVICES, INC.
P.O. Box 4558
Sitka, Alaska 99835

May 1985

Prepared by:

NORTHERN TECHNICAL SERVICES

SEATTLE, WASHINGTON



NORTHERN TECHNICAL SERVICES, INC.
14715 N.E. 95TH STREET • P.O. BOX 3099 • REDMOND, WA 98052-2519
(206) 881-7700 • Telex 15-2083

May 13, 1985
File: 575-000-001

Babe Stragier
Stragier Engineering Services, Inc.
P. O. Box 4558
Sitka, Alaska 99835

Dear Mr. Stragier:

Enclosed is the report from the radar survey of Swan Lake completed on May 1, 1985. In addition to the Swan Lake Report I have also submitted the data and a brief summary of the radar track lines obtained for Dawson Construction at the Edgecomb Development Site.

If you have any questions regarding either survey, please contact me at your convenience at (206) 881-7700.

Sincerely,

NORTHERN TECHNICAL SERVICES, INC.

Alan R. Foster for P.S.

Dick Sylwester
Senior Geophysicist

DS/ah
Enclosure

RESULTS OF
GROUND PENETRATING RADAR SURVEY,
SWAN LAKE, SITKA, ALASKA

Prepared for:
STRAGIER ENGINEERING SERVICES, INC.
P.O. Box 4558
Sitka, Alaska 99835

May 1985

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- 4 Line B
- 5 Line Center
- 6 Line + 30 ft. West of Line 0
- 7 Lines 2, 3, 4, 5, 6
- 8 Line 1 E
- 9 Line 2 E
- 10 Line 3 E
- 11 Line 4 E
- 12 Line 5 E
- 13 Line 6 E
- 14 Line 7 E
- 15 Line 8 E
- 16 Line 9 E
- 17 Line 10 E
- 18 Line 11 E
- 19 Line 12 E

RESULTS OF GROUND PENETRATING RADAR SURVEY,
SWAN LAKE, SITKA, ALASKA

INTRODUCTION

This report presents the results of a geophysical survey undertaken for Stragier Engineering Services, Inc., Sitka, Alaska. The purpose of the survey was to obtain continuous subsurface geophysical information by means of ground penetrating radar in Swan Lake in order to map the thickness of peat deposits covering the lake floor (see Figure 1).

EQUIPMENT AND METHODS

Geophysical field operations were conducted on May 1st, 2nd and 3rd, 1985. Survey control for field work and data annotation was provided by Stragier Engineering Inc.

The ground penetrating radar system consists of an antenna which is towed along the ground or over the water, processing and display equipment contained in a small cart or vessel, and an electrical/mechanical umbilical cable which connects the antennae to the processing equipment (Figure 2). The antenna transmits a radar impulse into the ground at a rate of 50 kHz while being towed continually along the survey route. A portion of each radar pulse is reflected from subsurface soil interfaces below the antenna and is received by the antenna which sends the information via cable to the processor and display recorder. The information is immediately displayed on the graphic recorder, thereby providing a real time geophysical representation of the water and soil section immediately beneath the radar antenna. Since the radar pulses are transmitted and received at a very high rate, the displayed data represents a continuous geophysical record of the survey line.

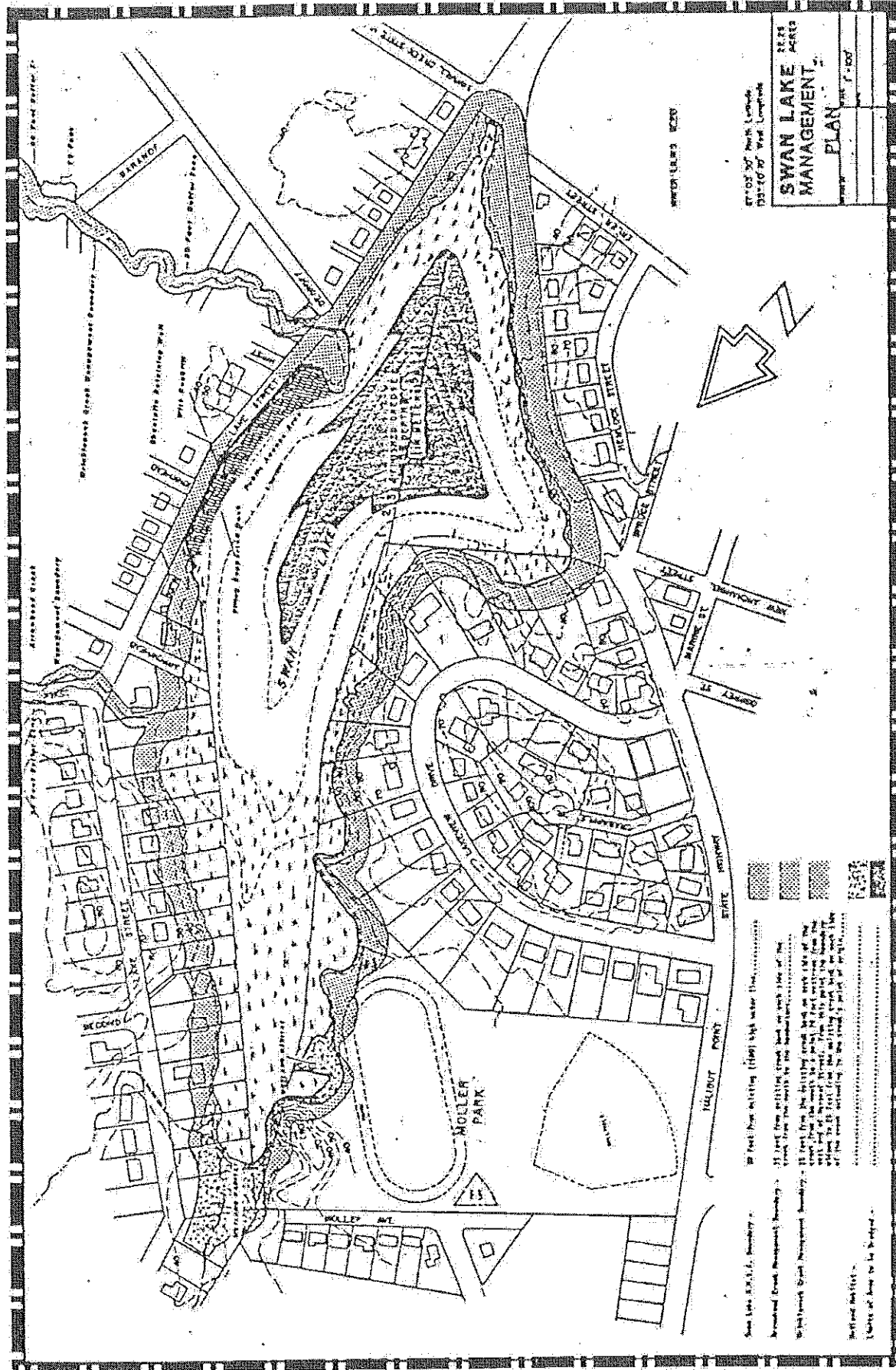
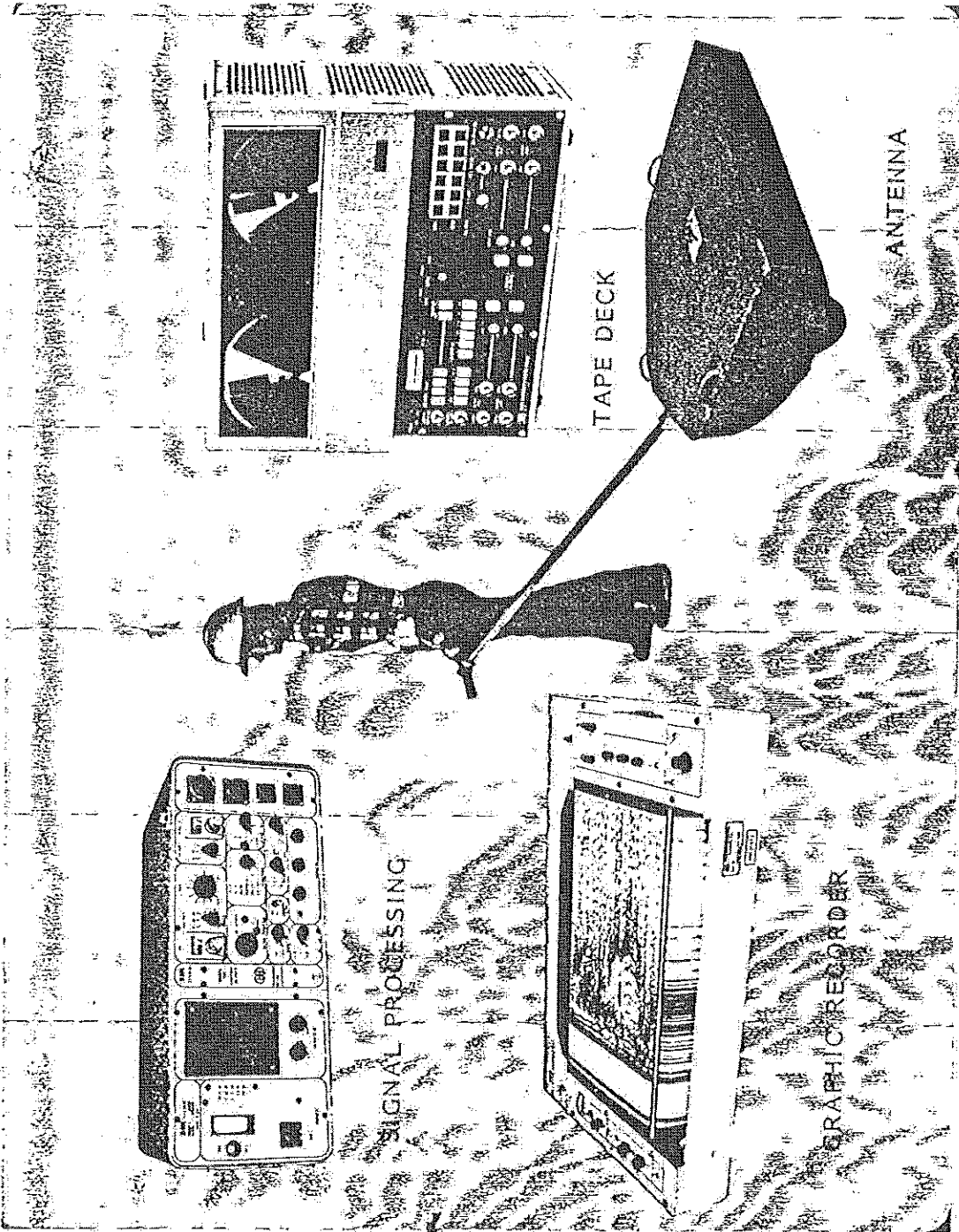


FIGURE 1. Swan Lake Survey Area

GROUND PENETRATING RADAR FOR SHALLOW GEOPHYSICAL EXPLORATION



NORTEC's Ground Penetrating radar system is a broadband video-pulse radar capable of detecting and displaying subsurface soil interfaces, top of rock, snow pack and thickness, top of water table and buried objects and utilities to depths as great as 70 feet.

FIGURE 2



APPENDIX B

In addition to the field record produced on the display recorder, a magnetic tape recording is obtained which allows post survey processing of the data, thus allowing various improvements to be made to the data prior to analysis, if needed.

The radar energy reflected from various subsurface materials depends on the electrical properties (conductivity and dielectric constants) of those materials. Soil electrical properties are dependent upon mineral constituents, density, and water content of the materials comprising a given soil type or geologic unit. However, the geologic classification of a given geophysical unit (reflector) on the radar record requires that some type of physical sample be taken.

A total of four (4) north-south and six (6) east-west lines were run near shore on the east side of the Lake adjacent to Lake Street. Additionally, 11 lines were run across the lake from east to west. North-south geophysical survey lines were designated alphanumerically and east-west lines were numbered. Copies of geophysical profiles are presented in Plates 3 through 19.

Calibration of the depth to the peat - till interface was made using a steel pole at several of the in-lake survey control stakes. In addition several soil samples were obtained with a hand-held Livingstone Corer.

DATA ANALYSIS AND INTERPRETATION

Interpretation of radar profiles and information from the Livingstone core indicate the presence of approximately 4 to 16 feet of peat overlying a till or gravel unit. Continuous reflectors within the peat unit possibly represent volcanic ash layers or other thinly laminated soil deposits.

The reflector identified as the till/gravel interface is quite obvious over most of the survey area. In areas where the depth to this reflector exceeds 15 or 16 feet below the mudline, attenuation of the radar signal makes it difficult to detect. In several of these areas the steel pole was used to confirm the presence of this horizon in order to interpret the radar record. Numerous

small targets within the peat layer are believed to be stumps, logs, and in some cases metal objects. Several of these features are marked on the records as an aid in identifying these targets on all of the remaining data.

CONCLUSIONS

- A peat layer appears to extend over all of the surveyed area of Swan Lake and has an approximate thickness of 5 to 16 feet.
- The peat layer appears to rest on till/gravel substrate.
- Within the peat layer are numerous discrete targets believed to be stumps, logs or other possibly man-made objects.

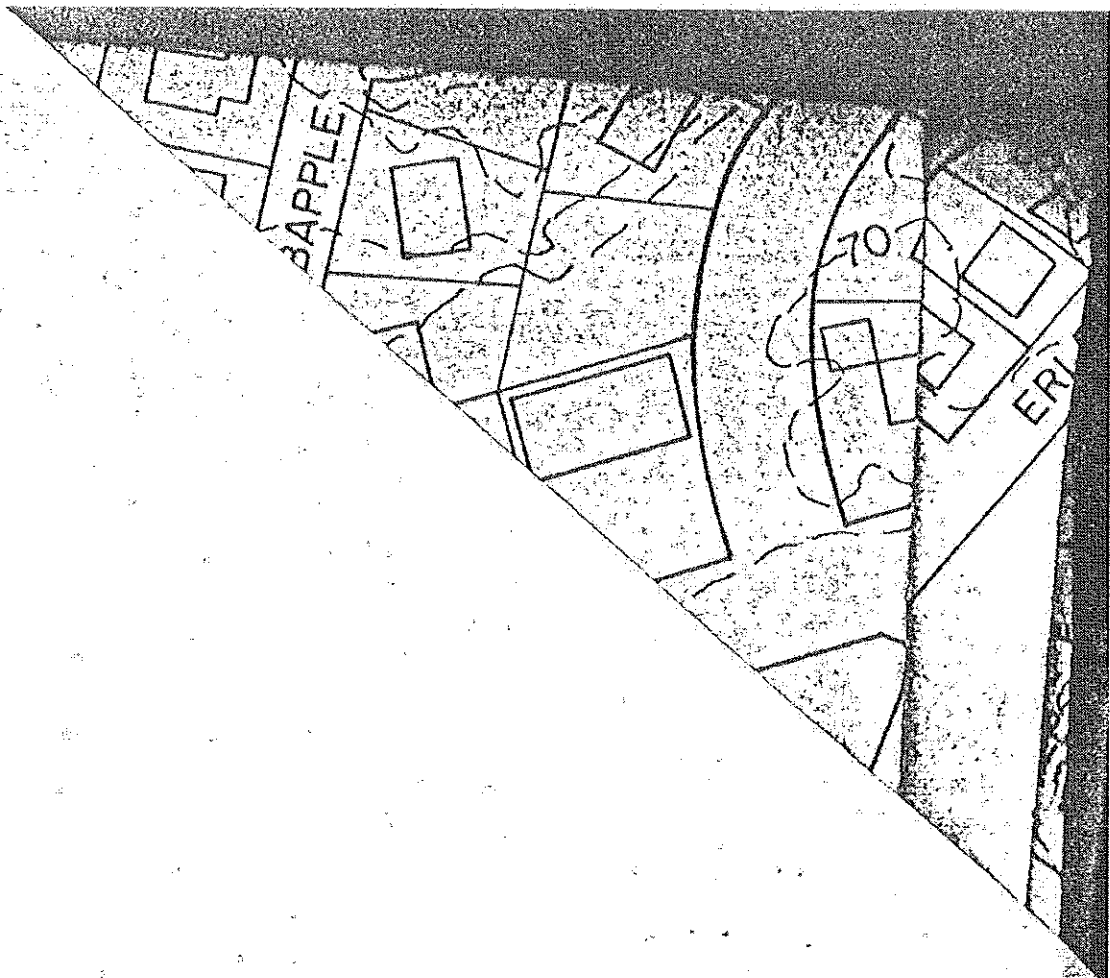
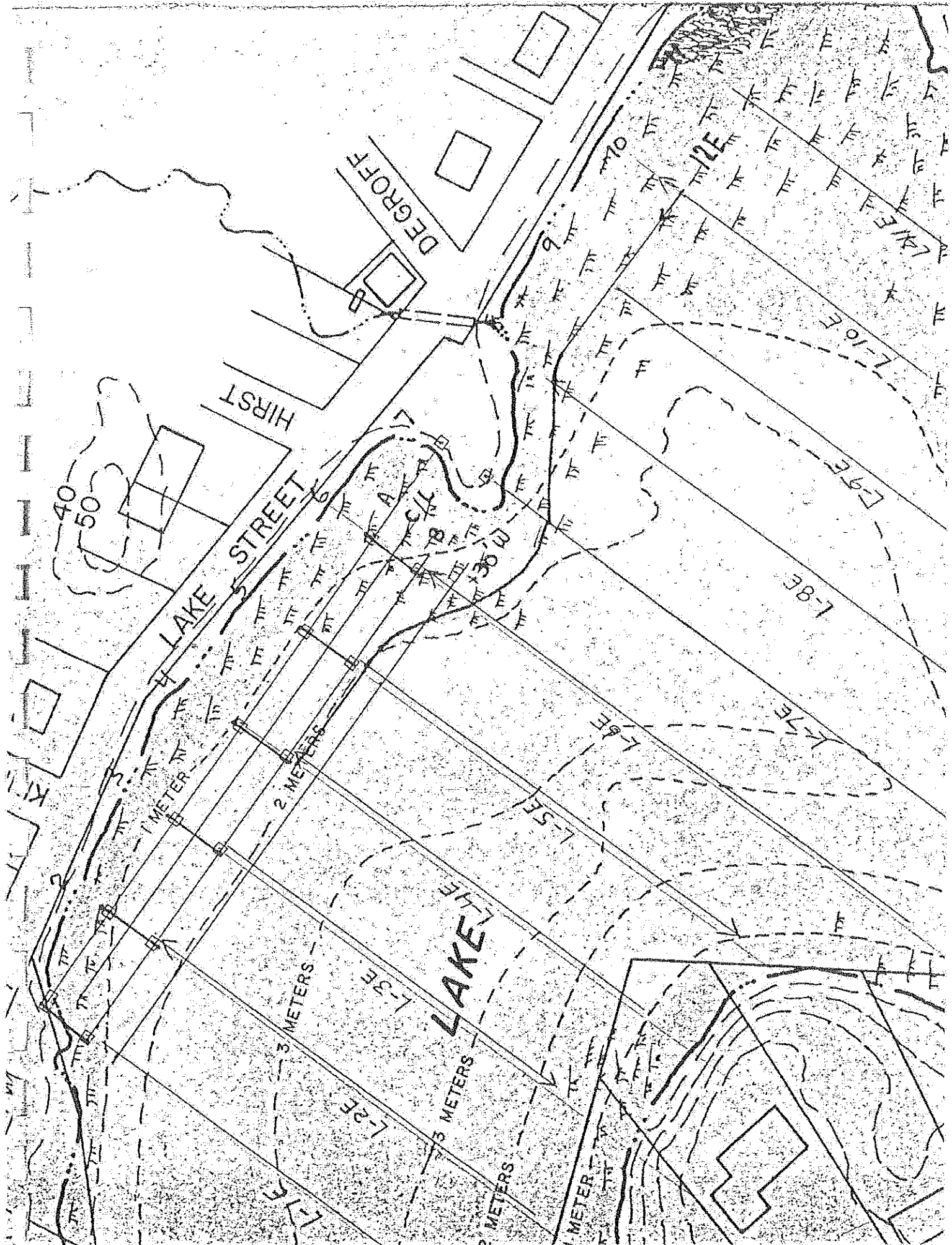


PLATE NO. 1

Ground Penetrating Radar Trackline Map



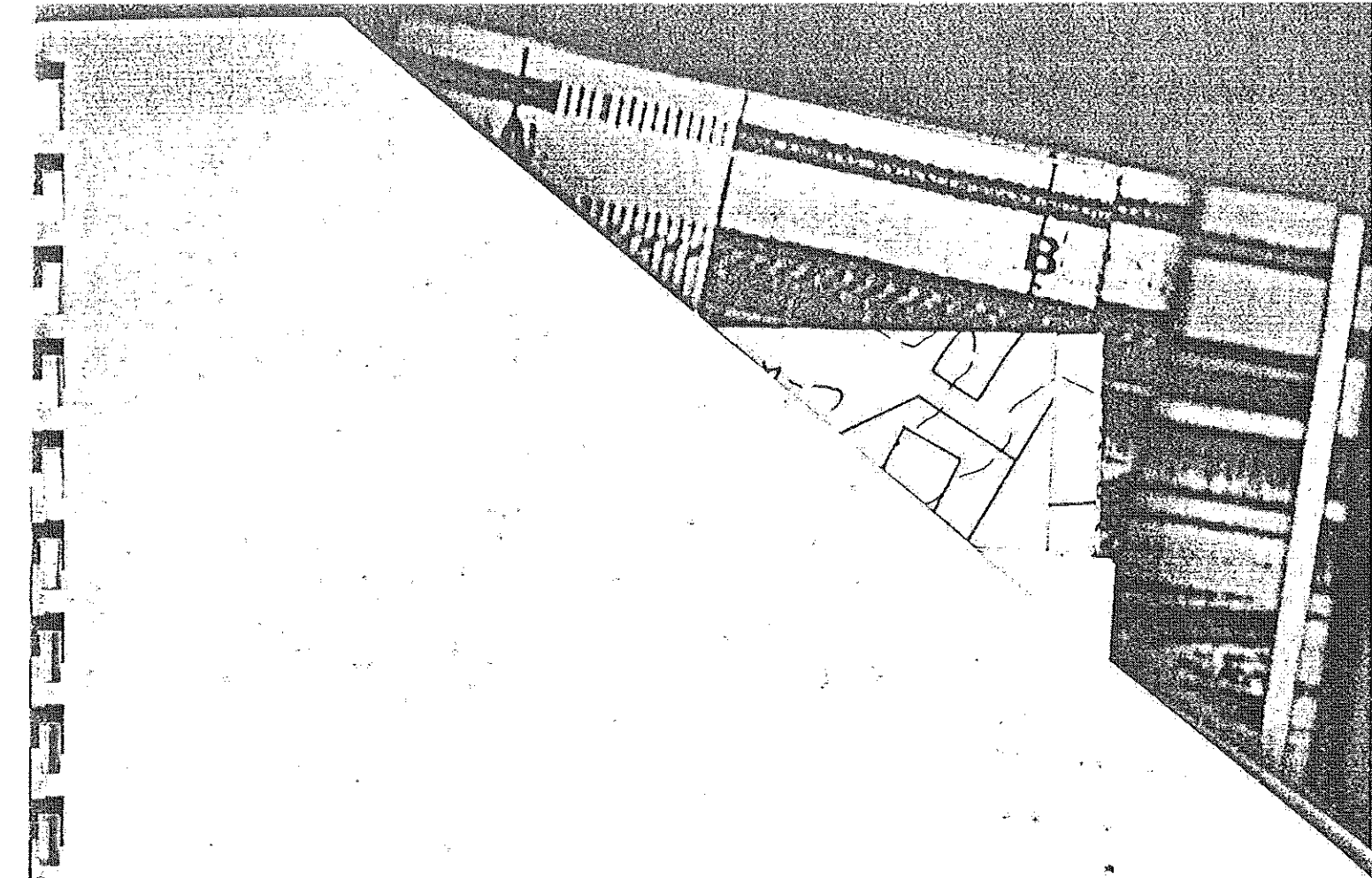
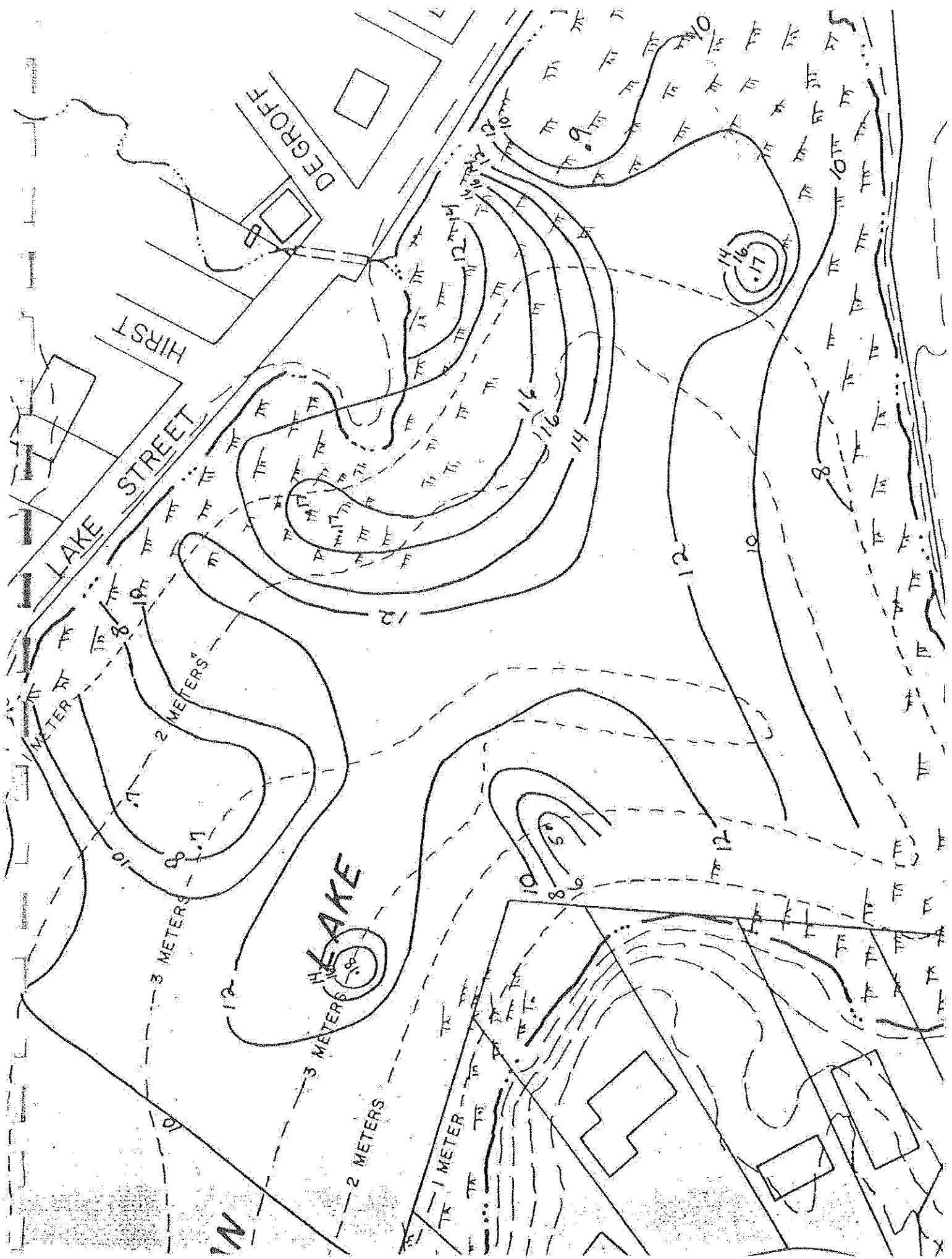
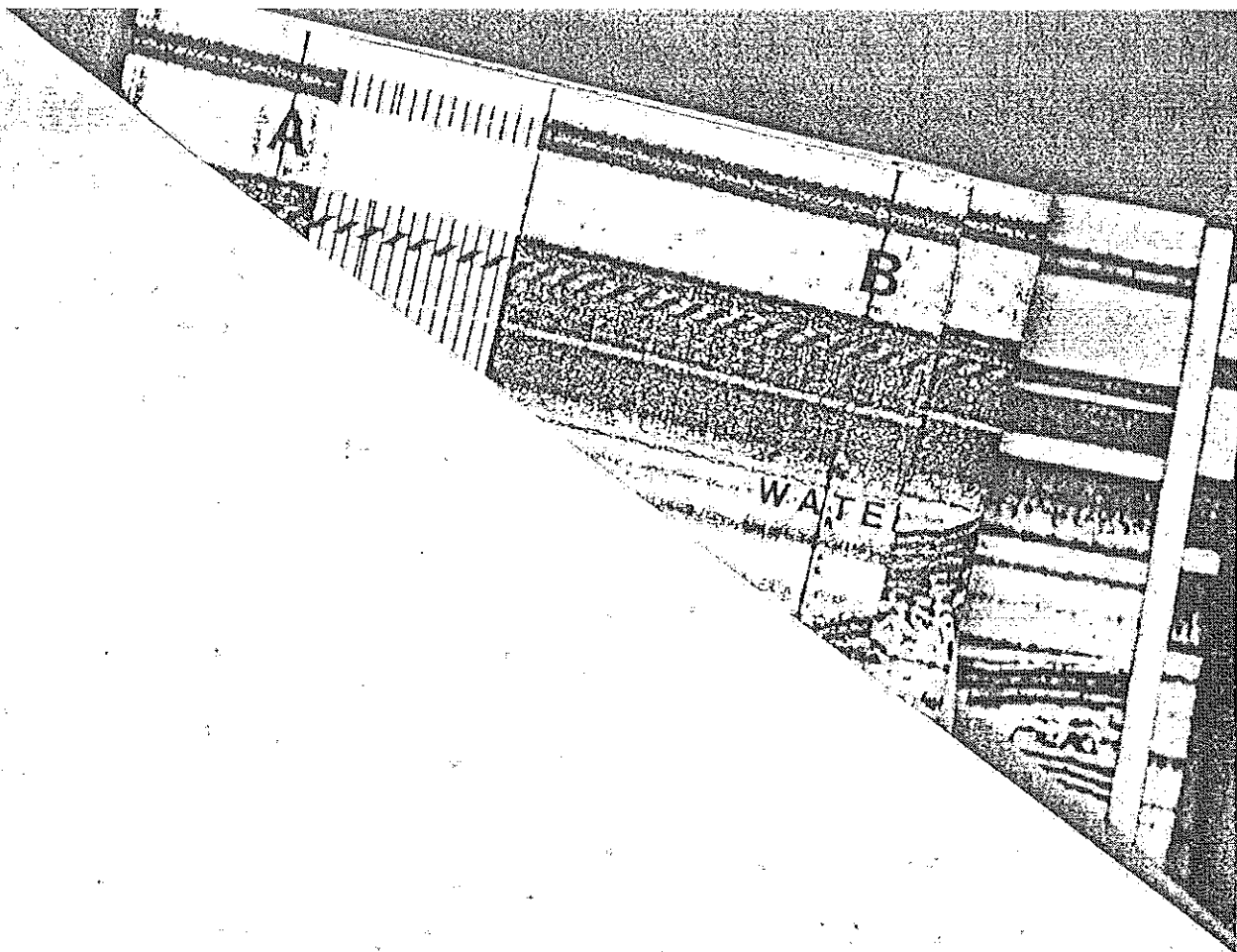


PLATE NO. 2

Isopach Map of Peat





PLATES NO. 3 - 7

Line A

Line B

Line Center

Line + 30 ft. West of Line 0

Lines 2 - 6

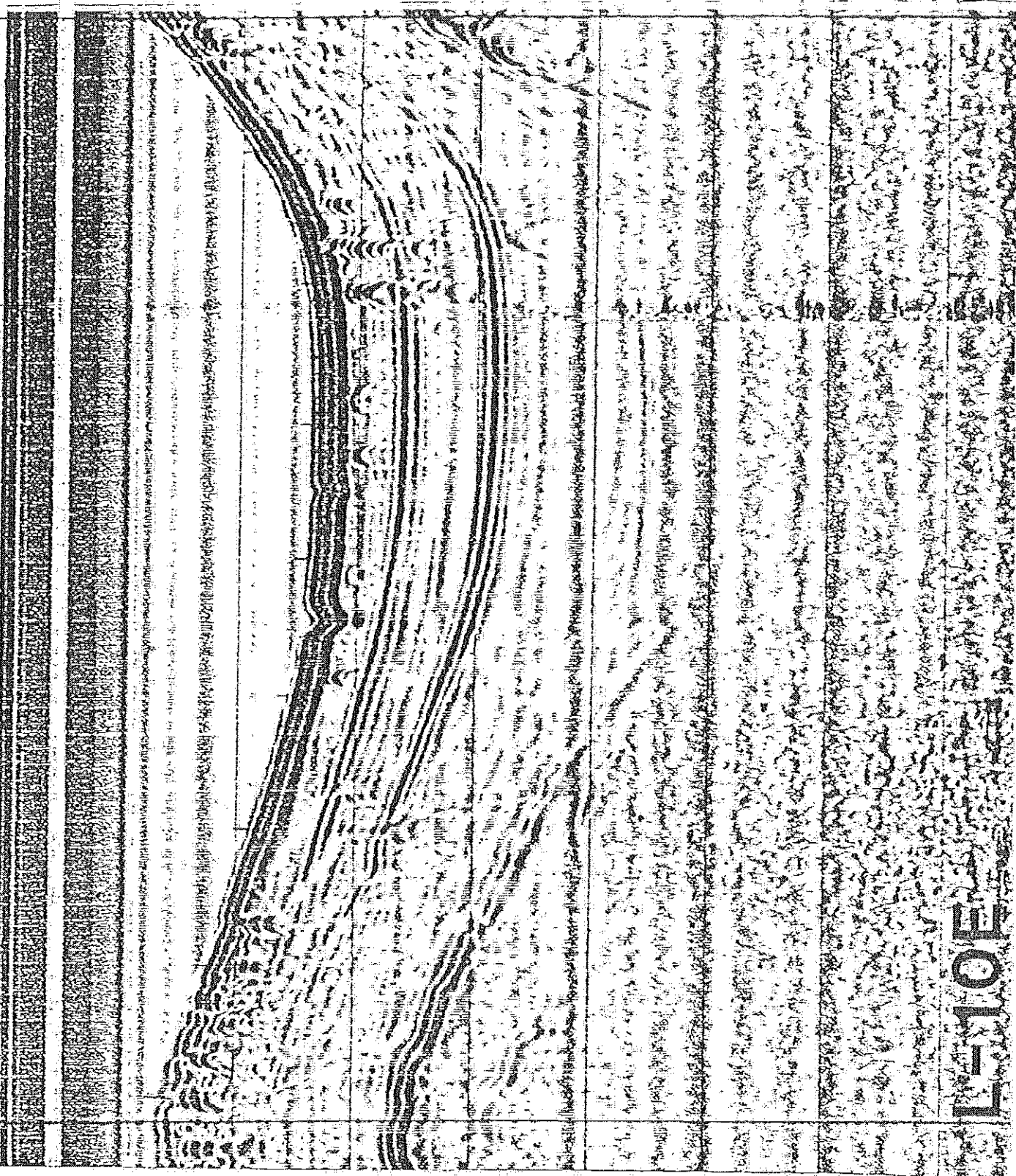


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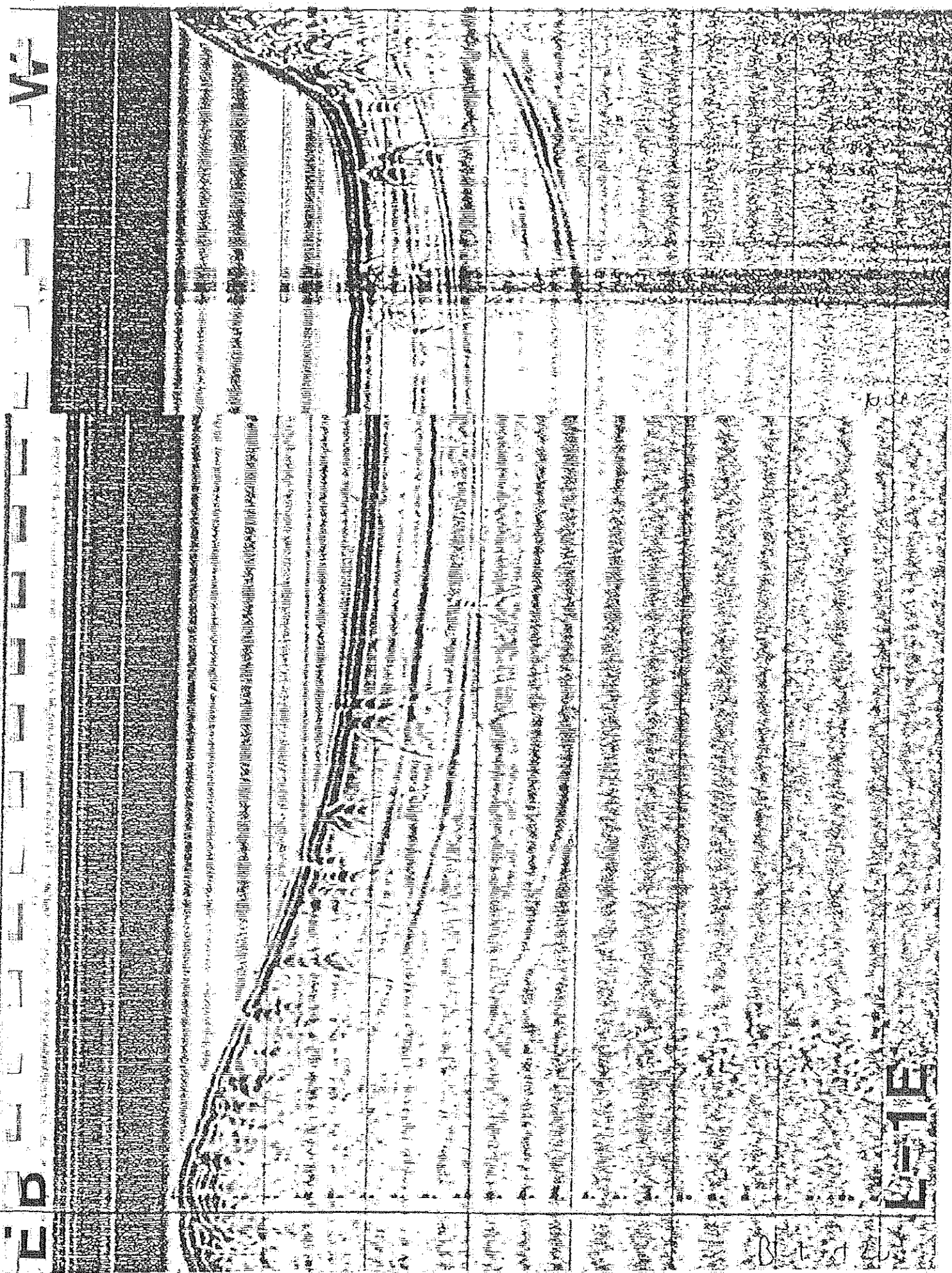
PLATES 8 - 19

Line 1E through 12E

W E L L E



L-10E

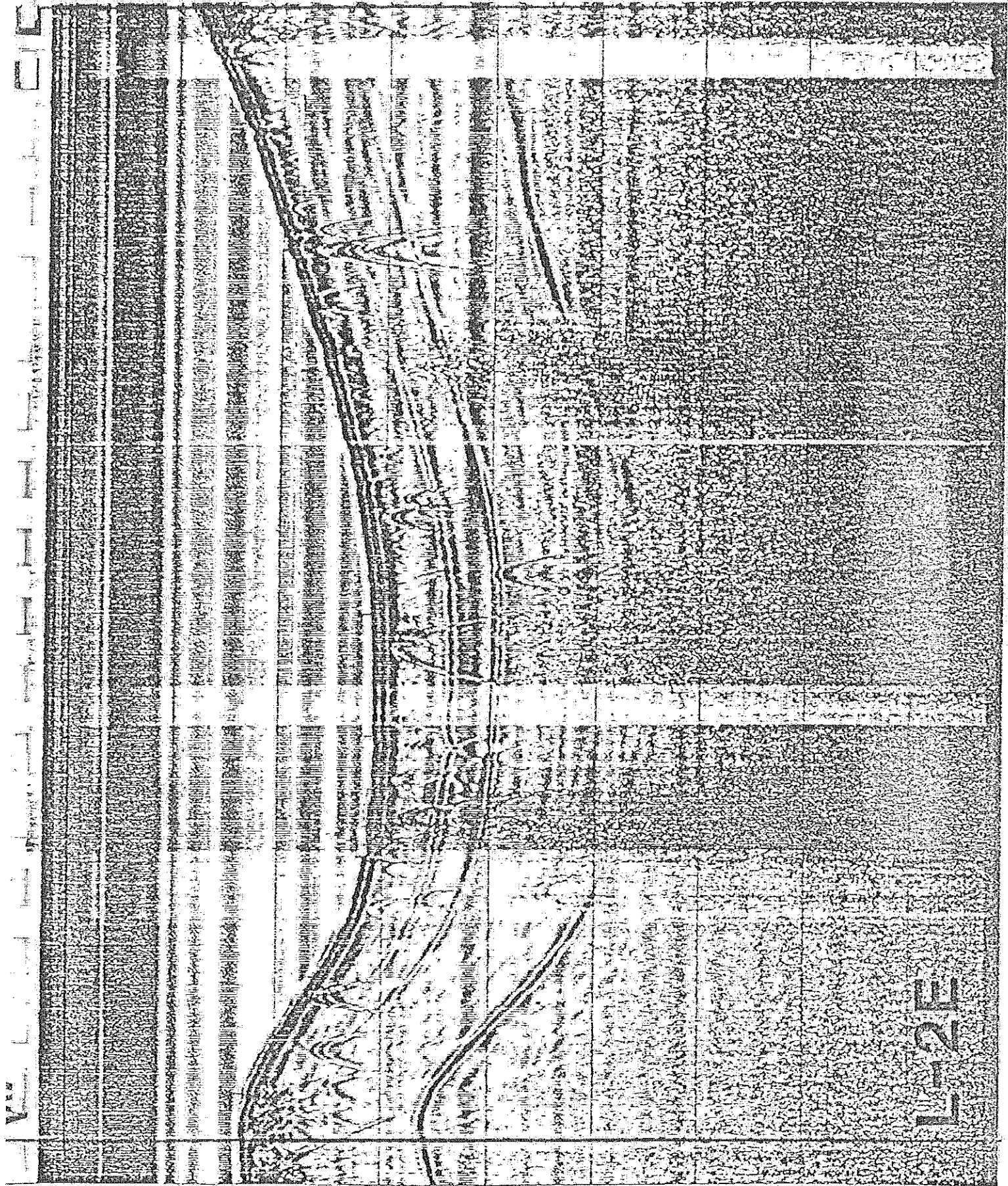


W

ED

FILE

Bl... 26



PAGE

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1

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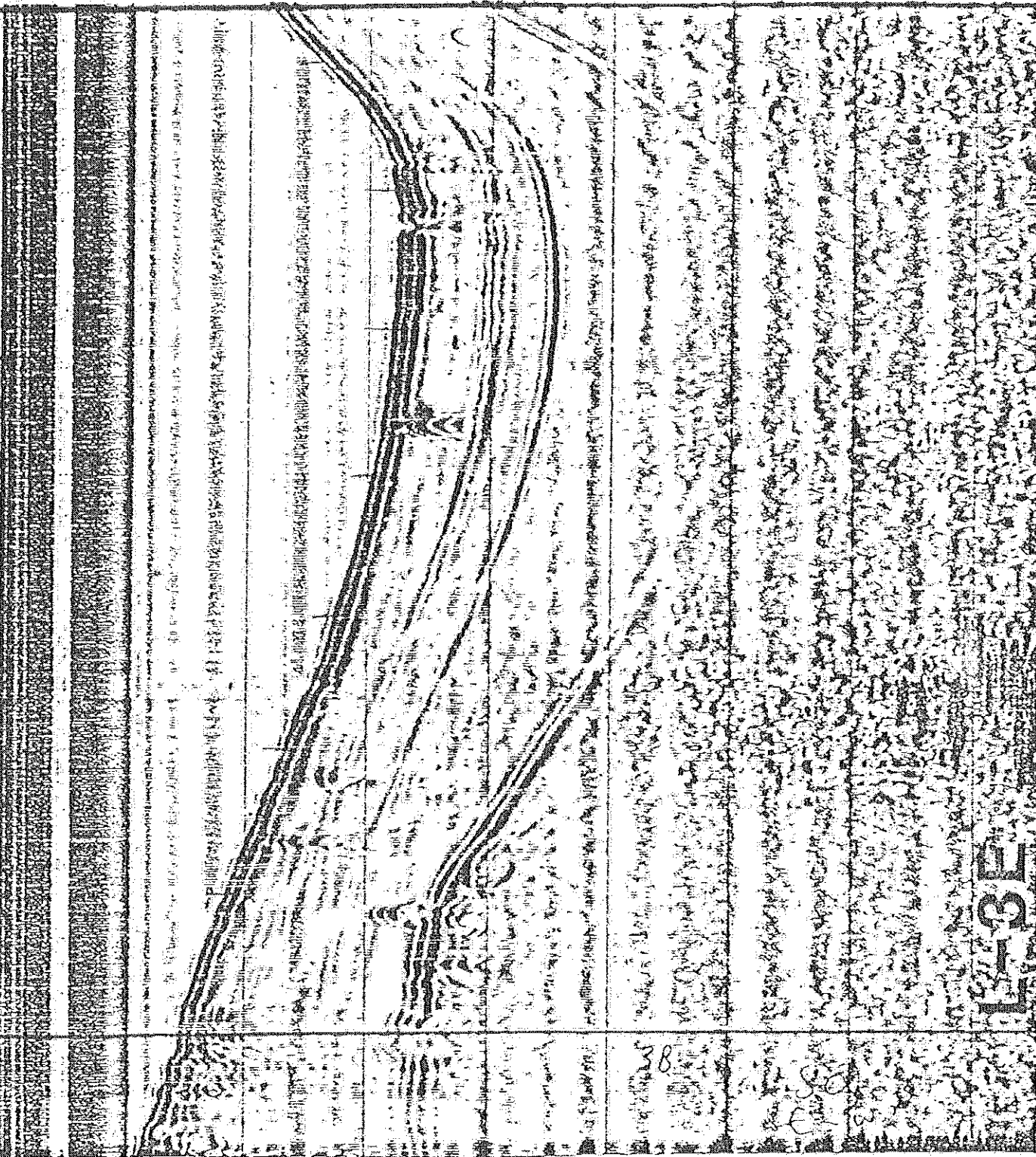
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L-SE

E B

E B

E B

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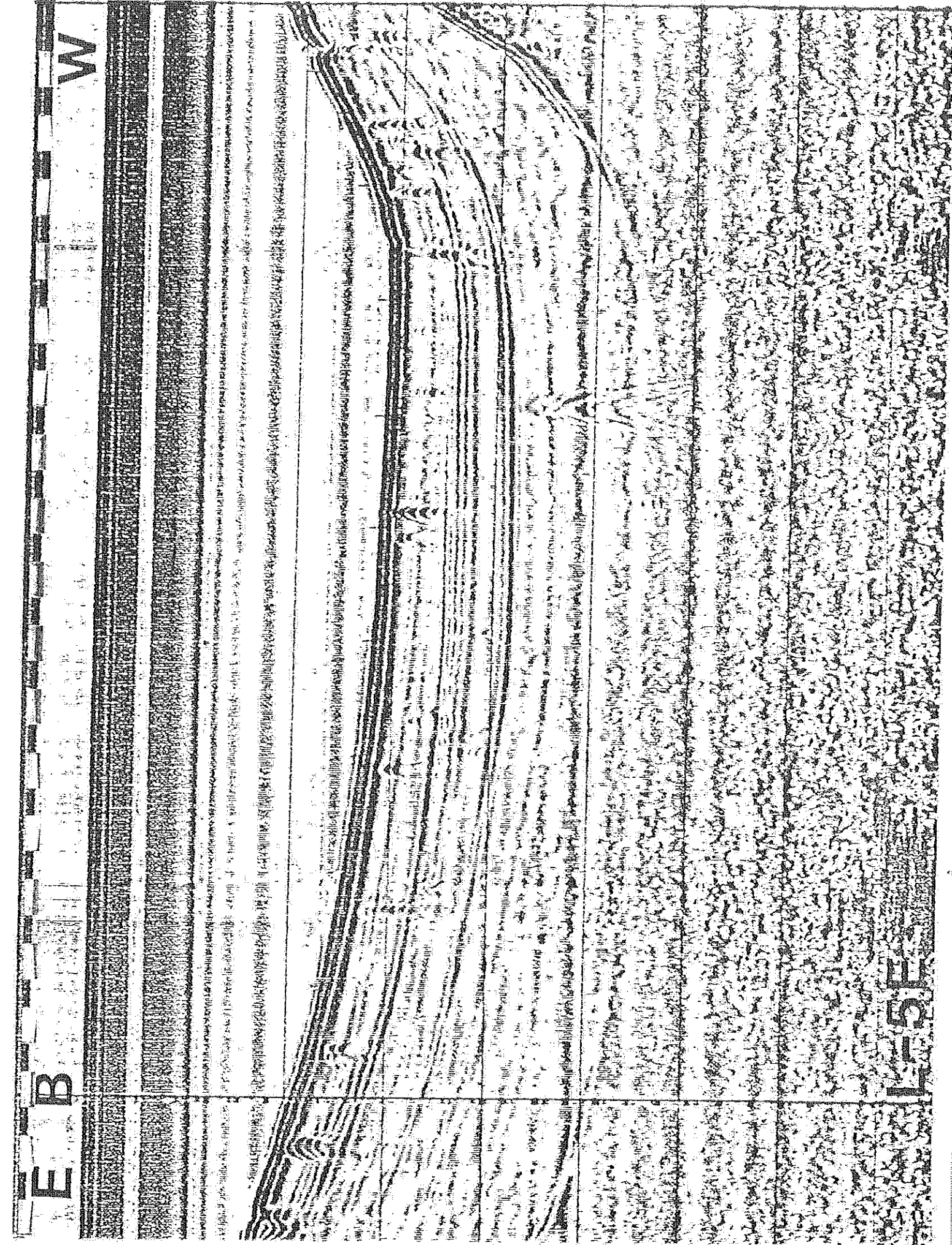


LEASE

E B

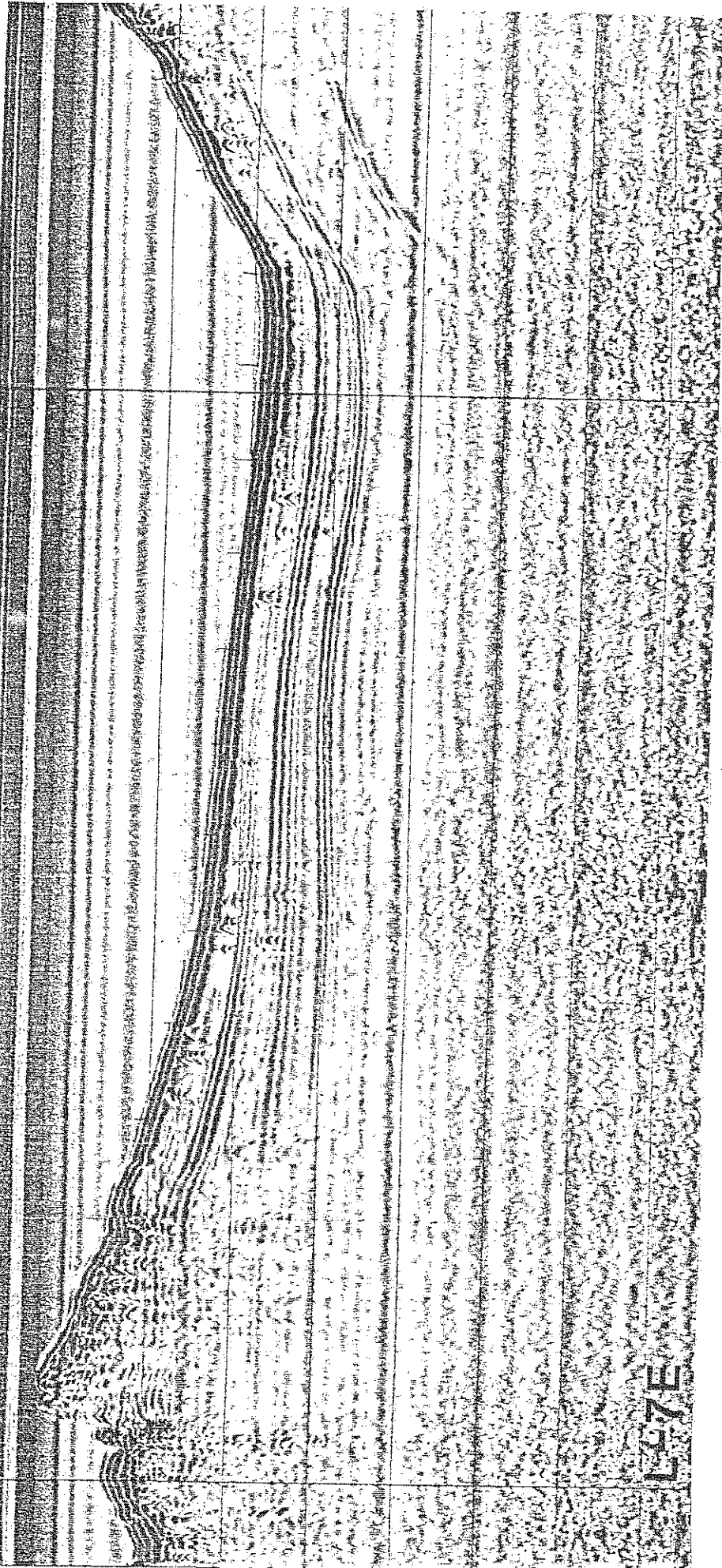
W

E 5 F

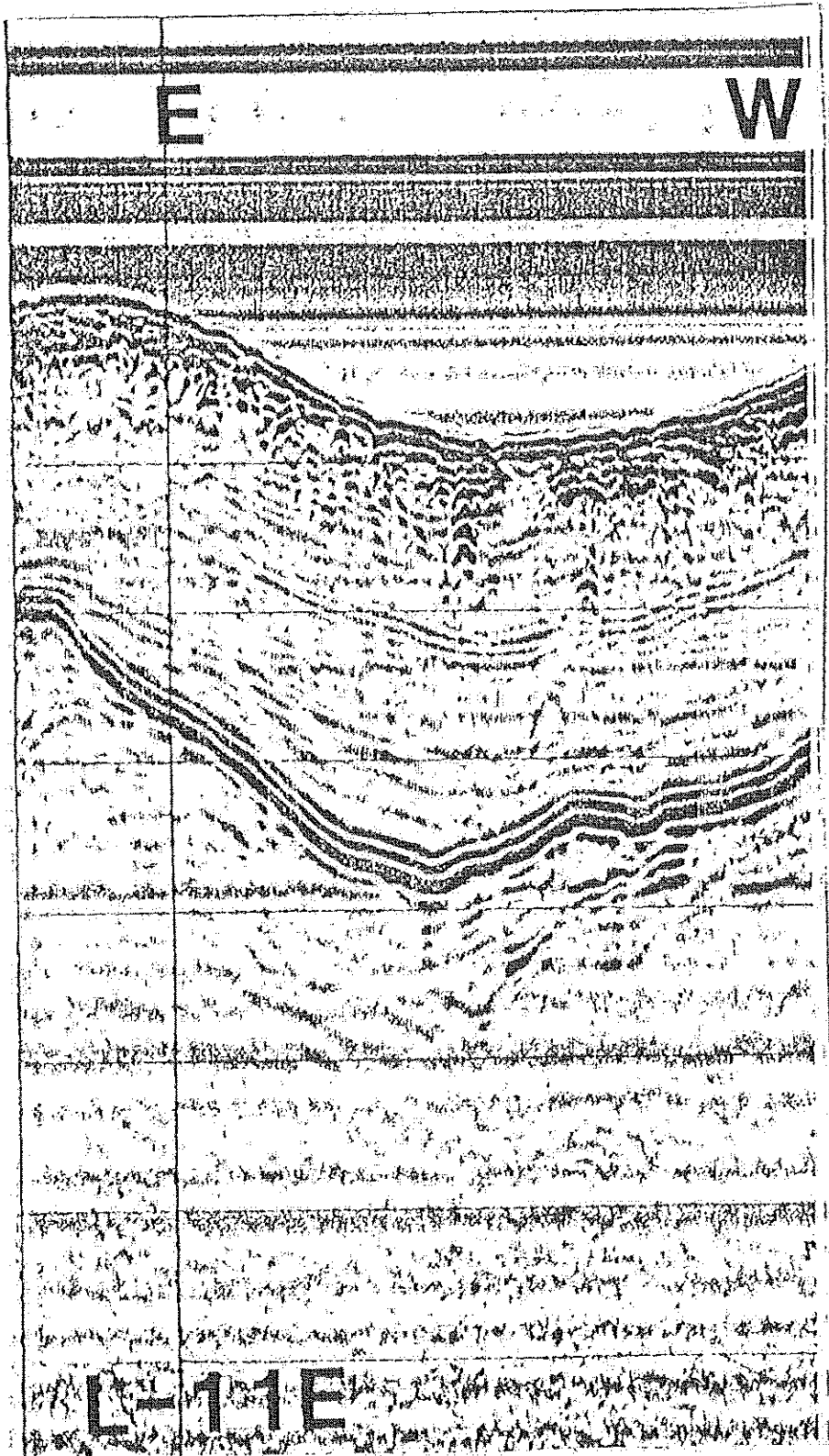


11-EB

11-W



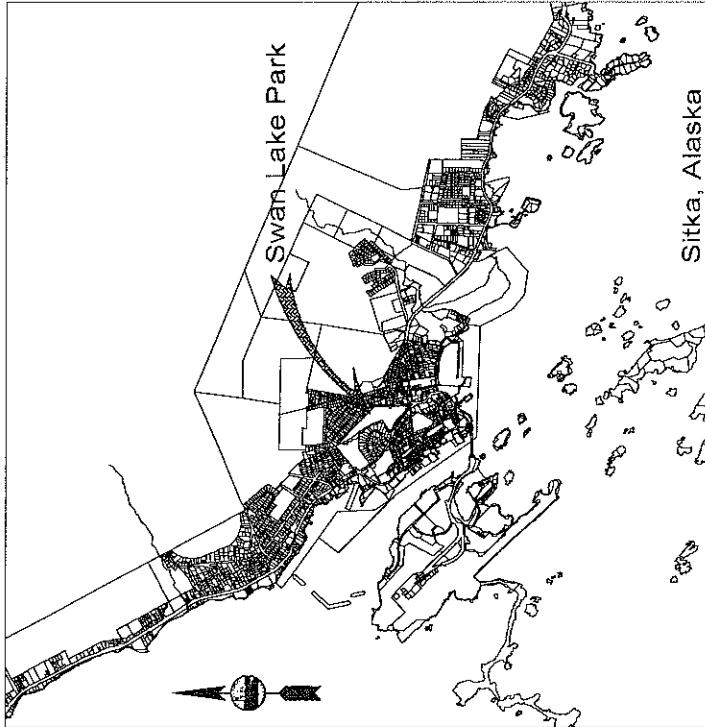
11-7E



PART VII

DRAWING

- Concrete abutment
- BASE BID: 8'x60' dock
- ADD. ALT #1: 8'x20' dock extension
- ADD. ALT #2: 8'x20' dock extension
- BASE BID: 10'x20' tee end



City and Borough of Sitka
 DEPARTMENT OF PUBLIC WORKS
 101 LINCOLN STREET - SITKA, ALASKA 99855
 TEL (907) 747-1884 FAX (907) 747-3158

Fig. 1: Swan Lake Park
 Floating Dock
 Site Map

DRAWN:	TAD	SCALE:	NTS
ENGINEER:	D. Tredici	DATE:	Jan 2012
DRAWING NAME:	SWON SITE/MDZ		
SHEET NO.:	1	OF	1