



Request for Proposal

Design-Build Services for One Sixplex in Cordova, Alaska

November 8, 2024

Proposals are due by 4:00 p.m., December 13, 2024

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1.0 Project Overview

1.1 Project Background

The Native Village of Eyak (NVE) is a federally recognized self-governing Tribe that provides governmental services within the Tribe's customary and traditional use area, which includes Cordova. Housing in Cordova is at premium, and NVE is seeking to construct a single sixplex that will provide housing for both elders and transient healthcare providers.

1.2 General Project Description

NVE desires to construct a single sixplex on property it owns, generally located at the corner of Chase Avenue and Lefevre Street. There is an existing single-family home on this lot, and the demolition of this house is included in the scope of work of this contract.

NVE envisions a two-story structure with three units on the ground level and three units on the second floor. The units on the ground-level shall be designed for elders and need to be fully ADA accessible. The second story units will be for able-bodied residents who will use stairs. All units shall be 2-bedroom, 1-bathroom and approximately 1,000 – 1,100 ft² each. There is municipal water and sewer nearby and all units will be required to be sprinklered. 12 parking spaces will be required to be located on the lot.

Design priorities include energy efficiency (5-Star Plus energy rated) and low maintenance.

NVE intends to use a single-phase, design-build solicitation to select the design-build team.

1.3 Project Site

This project is in Cordova, Alaska. The legal address is Lot 1, Block 8, US Survey 3345. Please refer to Exhibit 'A'.

1.3.1 Site Visits

Potential Offerors may visit the project site.

1.4 Project Budget

Funding has been secured for this project. The owner's construction budget is approximately \$3.5 million.

If Offeror finds that their price for work described herein cannot be accomplished at or below the Owner's budget, provide the cost for scope included in this RFP, even if it exceeds the budget, and include a narrative with ways to meet the budget, and what those alternative costs would be. An example would be to construct a four-plex instead of a sixplex.

1.5 Project Completion Schedule

It is anticipated that design will be completed by spring breakup to start foundation construction. Dry-in should be completed by the end of November (or sooner), and interiors completed by March 31, 2026, for substantial completion. Include in your proposal narrative whether this schedule is feasible or whether additional time would be needed for construction.

1.6 Project Approach

This project shall utilize a design-build delivery method, where a single contractor will be responsible for both the design and construction.

Converge Project Management will serve as the project manager and will perform construction management.

1.7 Nomenclature Note

The terms “Design-Builder,” “Contractor,” and “Successful Offeror” are used interchangeably throughout the Contract Documents.

2.0 Submission Guidelines

2.1 Eligibility

By Offeror’s submission of a proposal in response to this RFP, Offeror attests it is not ineligible (i.e., disbarred) from participation in any projects by local, state or federal governments, Offeror currently possesses all required licenses and insurance, and has the bonding capacity to provide 100% payment and performance bonds.

The architect of record must be licensed in the State of Alaska, along with all engineers of record (civil, structural, mechanical and electrical). All construction drawings and technical specifications shall be stamped.

2.2 Proposal Schedule and Submittal Deadline

The following is the anticipated schedule for the procurement phase. Unless later amended, the submittal date is firm. All other dates in the below schedule are approximate.

Activity	Date
Issue RFP	November 8, 2024
Last day for clarifications or questions	4:00 p.m. AK time, December 10, 2024
Proposals due	4:00 p.m. AK time, December 13, 2024
Issue Notice of Intent to Award	Approximately December 23, 2024

Proposals to this RFP must be received by no later than 4:00 p.m. Alaska Time, December 13, 2024.

2.3 Submission of Proposals

Proposals may be e-mailed in .pdf file format to efredeeen@convergepm.com with the e-mail subject title “PROPOSAL – NVE Housing.” Total attachment size may not exceed 20MB. It is Offeror’s responsibility to verify receipt of its proposal.

2.3.1. Proposer’s Checklist

- ☐ Technical proposal/design (written in order of scoring criteria)
- ☐ Bid Form (Exhibit ‘F’)
- ☐ 5% Bid bond
- ☐ Acknowledge addenda (if any) on Bid Form (Exhibit ‘F’)
- ☐ Non-Collusion Affidavit (Exhibit ‘E’)
- ☐ Proposed contract modifications (if any)

2.4 Page Limit

Technical Proposal shall be limited to twenty (20) pages in length, *excluding* cover page, cover letter, table of contents (if used), resumes, drawing sheets, Bid Form, non-collusion affidavit, and any proposed contract modifications. Drawing sheets may be either 8.5x11 or 11x17 and do not count against maximum page limit.

One page is defined as one side of a standard 8 ½" by 11" sheet of paper. Small font sizes should be avoided. Small font sizes should be avoided, with size 11 as minimum.

2.5 Technical Proposal Format

Offeror's proposal shall include a cover letter and use the headings in Section 3 of this RFP to respond to each criterion in that order.

Proposals shall include appendices to its technical proposal for:

- a. Resumes (no longer than one page each)
- b. Bid Form
- c. 5% Bid Bond
- d. Non-Collusion Affidavit
- e. Proposed contract modifications (if any)

Brevity is desired. Marketing materials such as brochures are not desired.

Proposals not conforming to these requirements, or that are uncertain or incomplete, may not be considered.

2.5.1 Cover Letter

Proposals shall include a cover letter no longer than two (2) pages in length and shall:

- a. Identify, at a minimum the proposed architecture firm, civil, structural, mechanical and electrical subconsultants, as well as the proposed project manager and superintendent.
- b. Include a statement that the person signing the proposal has the authority to bind Offeror to the proposal.
- c. The cover letter shall include a statement that Offeror agrees to the terms and conditions of the contract included in Exhibit 'B' or make reference to where proposed modifications are located (e.g., in an appendix). Refer to Section 4.1.3 of this RFP. Absent such a statement, Offeror agrees to the contract in this RFP.

2.5.2 Table of Contents (Optional)

Proposals may include an optional table of contents that identifies the individual sections of Offeror's technical proposal with the corresponding page numbers.

2.6 Questions and Clarifications

Questions regarding the project or this RFP shall be submitted via e-mail to Erik Fredeen at efredeeen@convergepm.com.

2.7 RFP Addenda

It is Owner's intent to ensure that all Offerors have the same information. Therefore, answers to individual Offeror's questions shall be answered in one or more addenda to be provided to all Offerors. It is Offeror's responsibility to ensure its contact e-mail address is on the plan holders

list to receive all addenda. Request to be added to plan holders list by e-mailing the contact in Section 2.6.

Addenda shall not be issued less than two (2) business days prior to the proposal due date. Owner retains the right to not answer questions during the two (2) business days prior to the proposal due date, so as not to delay the project.

Acknowledge receipt of all addenda in the designated location on the Bid Form. Failure to acknowledge addenda may result in rejection of Offeror's proposal.

2.8 Correction, Modification or Withdrawal of Proposals

A proposal may be corrected, modified or withdrawn by providing a request via e-mail from an authorized agent of the Offeror to the contact in Section 2.6 before the time and date set for receipt of the proposals. After proposals are opened, modifications may be allowed prior to completion of the evaluation process if Owner determines in its sole discretion that it is in its best interest to solicit modifications or best and final offers. The apparent Successful Offeror may be requested to modify or correct its proposal during contract negotiations to the extent it is in the best interest of Owner.

2.9 Required Review

Offerors must carefully review the RFP for defects and questionable or objectionable material. Such defects must be reported to the contact in Section 2.6 in writing via e-mail and received prior to the deadline for receipt of proposals. This will allow sufficient time to issue an addendum if one is required. This will help prevent the evaluation of proposals based on a defective RFP. Protests based on an omission, error, or the content of the RFP, will be disallowed if notice of the defect is not made as set out above.

2.10 Pre-Proposal Meeting

A pre-proposal meeting is not anticipated.

2.11 Statement of Non-liability

Owner reserves the right to reject all proposals if it deems that doing so is in its best interest.

Minor informalities that do not affect responsiveness may be waived by the Owner.

Owner shall not be liable for any decision to reject a proposal, to not purchase services, to partially award services, or for altering deployment characteristics or requirements from those specified in this RFP.

Owner's liability, if any, shall be governed by the terms of the fully-executed contract.

Owner shall not be liable for any costs associated with preparation or submission of Offeror's submittals to this RFP.

2.12. Confidentiality

Proposals will not be publicly opened. After a Notice of Intent to Award has been issued, Offerors may request e-mailed copies of other proposals. Offerors shall not include confidential or proprietary information in their proposals.

3.0 Selection Criteria

Proposals received in response to this RFP shall be reviewed by a selection committee. The committee may elect to identify the top-ranked respondents for a short-list, and may, at its discretion, decide to interview the short-listed firms. If interviews are held, Offerors shall be responsible for all expenses associated with such interviews.

Proposals shall use the criteria below as section headings in their technical proposal with the exception of Price, which shall be submitted on the Bid Form in an appendix to the technical proposal. Proposals shall be evaluated as follows:

Category Description	Weight (%)
Past Performance of Project Team	15
Key Personnel	20
Design & Schedule	35
Price	30
Subtotal	100

3.1 Past Performance of Project Team (15%)

- a. Describe the team's prior design-build experience: Identify past design-build projects that the team and key personnel have worked on together. If proposed team members have worked on other design-build projects separately from the proposed team, identify those projects accordingly. Include construction cost, any unique characteristics similar to this project. Projects using design-build delivery are preferred, but projects similar in scope that were not design-build may be included.
- b. Describe the team's experience and technical competence with designing energy efficient and low maintenance facilities. Highlight those projects most similar to this project and identify any common elements.

3.2 Key Personnel (20%)

Introduce the proposed design team. Include at a minimum the licensed architect, civil, landscape (if applicable), structural, mechanical, and electrical engineers, and provide a brief background of each.

Introduce the proposed construction team and major subcontractors. Include at a minimum the licensed general contractor, mechanical/electrical subcontractors, and provide a brief background of each.

Provide background on the key individual project team members who would be working on this project and provide resumes in an appendix to the proposal. Individual resumes shall be no more than one-page in length. Do not submit resumes of principals that will participate on the project solely in a supervisory or general management capacity. Include at a minimum the proposed project manager, on-site superintendent, lead architect and project architect (if separate). Identify where each project team member will be physically located.

3.3 Design & Schedule (35%)

Provide concept drawings and a narrative in accordance with the requirements of Section 4, Scope of Work.

For each site, drawings shall include the following:

- a. Site Plan – Show proposed location of structure. Indicate site circulation by showing road access, extent of gravel, parking layout and entry(ies). Indicate locations of overhangs, stairs, decks, ramps, etc. Identify any added landscaping if applicable (seed, plantings, etc.).
- b. Floor Plans – Provide scale floor plans with dimensions that show doors, windows, built-in cabinets and countertops, plumbing fixtures, heating equipment, typical furniture layouts and any special design features. Provide the overall gross square footage of each unit. Plan size and fonts shall be suitable for 11x17 printing.
- c. Exterior Elevations or Perspective– Include materials indications, windows, doors, lighting, etc. Provide sufficient detail for reviewers to understand the massing forms, esthetics, style and materials being proposed.
- d. Preliminary Finish Schedule – Include a summary of flooring, wall finishes, and ceiling finishes.

Identify and describe features in the proposed design that will minimize energy costs. Identify areas of long-term, added value. Discuss R-values for proposed wall, floor, and roof assemblies.

Identify and describe features in the proposed design that will minimize maintenance costs, including, but not limited to, interior and exterior finishes, fixtures, and building systems.

With respect to schedule, describe when major phases of construction will start and be completed. A detailed schedule (Gantt chart or CPM) is not required.

Scoring for this section shall consider:

- The site design provides logical, efficient parking, easily identified and separated entries.
- The units' exterior, room layout and design features promote a sense of well-being and a sense of community.
- The open floorplan is efficient, and spaces are sized appropriately for typical family housing.
- The design maximizes use of natural light.
- Exteriors and interiors are esthetically pleasing.
- ADA/elderly units have minimal travel distances from parking areas and the layouts are intuitive and conducive to elderly use.

3.4 Price (30%)

Offeror shall submit its price on the Bid Form included in Exhibit 'F' of this solicitation. Offeror may re-create the form electronically, but shall not modify or combine fields.

For purposes of scoring price, the lowest price will receive the maximum points (30) and higher prices will be scored in a linearly proportional manner to the lowest bid. For example, if the sum total of the lowest Offeror is \$3,700,000 and the next lowest Offeror's bid is \$4,000,000; the second place Offeror's score would be $30 \times (\$3,700,000/\$4,000,000) = 27.75$.

For purposes of scoring, price shall be the sum of the base bid, plus all additive alternatives (if applicable).

Offeror is reminded to review administrative, bonding, and insurance requirements, and include all such overhead costs in its price. Offeror's bid shall be all inclusive.

3.4.1 Native Preference Price Adjustment

In accordance with NVE's Procurement Policy, a price adjustment to the submitted bids of American Indian and Alaska Native owned enterprises shall apply as follows:

- 2% of the price, or \$80,000, whichever is lower.
- a. Example. If there were two bids submitted: \$4,300,000 from a non-Native-owned enterprise, and \$4,200,000 from a Native-owned enterprise the scoring would be as follows:

$$\$4,200,000 \times 0.02 = \$84,000$$

$$\$4,200,000 - \$80,000 = \$4,120,000 \text{ } [\$80,000 \text{ is lower than } \$84,000]$$

The Native-owned Offeror who submitted the \$4,200,000 bid would receive 30 points since they had the lowest calculated bid of \$4,120,000. The non-Native Offeror's score would be $30 \times (\$4,120,000 / \$4,300,000) = 28.74$.

4.0 Scope of Work

The scope of work includes, but is not limited to, all management, design, permits, labor, equipment, temporary controls, materials, etc. to complete the work identified in the Contract Documents.

The Successful Offeror shall work with Owner to develop and submit drawings at 35%, 65%, 95% and 100% stages. Designs shall be reviewed and approved by Owner at each design stage. Allow at least seven business days for Owner to review and comment on each drawing set.

There are items required in the contract documents that are above and beyond building code and regulation minimums that may not be consistent with Offeror's past experience on other projects. Successful Offeror shall be required to provide all items identified in the Contract Documents in their price in the Bid Form. If Successful Offeror accidentally or purposefully omits required scope items in their design or construction without the expressed, written waiver by Owner, they will be required to provide them at the price offered in the Bid Form without change order. Owner's approval of a drawing set does not relieve the Successful Offeror of providing all items identified in the Contract Documents, which includes this RFP.

The Successful Offeror shall be responsible for, but not limited to, the following tasks:

1. Working with the project team to ensure Owner's goals are met.
2. Ensuring all project requirements are properly detailed in the design documents.
3. Ensuring the design work meets or exceeds the standard of care for its industry.
4. Keeping the project within budget and on schedule.
5. Managing the design team through project completion.
6. Obtaining all required permits (Successful Offeror pays for permits).
7. Coordinating and paying for all utility connections.
8. Managing logistics to prevent schedule impacts.

9. Quality assurance and quality control for both design and construction.
10. Ensuring proper supervision of all work.
11. Compliance with all regulatory requirements.
12. Maintaining proper as-built and project documentation.
13. Ensuring proper commissioning of all building systems.

4.1 Administrative Items

Offerors shall review all administrative requirements in the contract documents, including, but not limited to, Sections 4, 5 and the contracts.

4.1.1 Permits

The Authority Having Jurisdiction (AHJ) for a building permit at this project's location is the State of Alaska. It shall be Successful Offeror's responsibility to verify and obtain all required permits, including, but not limited to sprinkler permits and any local construction, driveway, and right-of-way permits.

4.1.2 Prevailing Wage Requirements

This project is subject to the minimum wages included in Exhibit 'C'.

4.1.3 Contract Requirements

The contract for this project is included in Exhibit 'B' of this solicitation. If Offeror has any objections to this contracts, they are required to specifically list these objections in their response to this RFP and offer alternate contract language. If Offeror does not identify any modifications, Offeror accepts the terms of the contracts as written. Due to the short timeframe for award of this contract, negotiation of the terms of the contracts not addressed in the Offeror's proposal will not be allowed.

4.1.4 Licenses

Offerors are required to hold a valid Alaska business license, general contractor's license and residential endorsement at the time proposals are due. Proposed architects and engineers shall have current licenses from the State of Alaska. For more information on licensing, contact the Department of Commerce, Community and Economic Development, Division of Occupational Licensing, P.O. Box D--LIC, Juneau, Alaska 99811. Telephone (907) 465-2550, <https://www.commerce.alaska.gov/web/cbpl/>.

Proposals submitted by joint ventures are required to have a license in the name of the joint venture. The business licenses should be in the name of the Offeror, unless otherwise required by the Department of Commerce, Community and Economic Development.

4.1.5 Bonds

A bid bond in the amount of 5% of the Offeror's total bid, including the sum of any additive alternates, is required to be submitted with Offeror's proposal. If e-mailing the proposal, an electronic scan of the bid bond is acceptable. Cash, personal or business checks are unacceptable.

The Successful Offeror shall be required to furnish 100% performance and payment bonds that include the cost of the design work.

4.1.6 Insurance

Refer to Article 10 of the ConsensusDocs 415, which is included in Exhibit 'B'. Proof of coverages shall be required prior to issuance of a Notice to Proceed.

4.1.7 Insurance – Builder's Risk Policy

The Successful Offeror shall be required to obtain a builder's risk policy per the terms of Section 10.3 of the ConsensusDocs 415 contract. Include the cost of this policy as a separate line item in the Bid Form. Proof of this policy shall be submitted to Owner prior to the NTP for construction.

Please note that both flood and terrorism coverages can be excluded in the builder's risk policy.

4.1.8 Liquidated Damages

Liquidated damages have been calculated at \$600/day. Refer to Section 6.4 of the Agreement.

4.1.9 Site Security

Per Specifications Section 015000, Successful Offeror shall be solely responsible for site security until Substantial Completion, including but not limited to protection from theft, damage, vandalism, etc.

4.1.10 LEED Certification

This project is not pursuing LEED certification.

4.1.11 BEES Standards & Energy Modeling

This project requires the completed units to be certified to **5-star plus** or higher. Offerors shall include in their proposal the energy star rating they are contractually committing to in their design. The Successful Offeror shall model the energy efficiency of their designs (using AHFC's AkWarm energy modeling software, available for free from AHFC's website) at each design stage and provide to Owner to ensure the design meets the proposed rating.

The Successful Offeror shall hire a third-party certified energy rater (see <https://www.ahfc.us/efficiency/home-energy-rebate-approved-raterlist/>) to complete the blower door testing of each completed unit, as well as completion of the PUR-101 and PUR-102 forms and submit all results to Owner (including software modeling prior to construction).

Successful Offeror shall comply with all requirements regarding Alaska Housing Finance Corporation's (AHFC) Building Energy Efficiency Standard (BEES) and meet Minimum Construction Standards. More information on BEES may be found at: <https://www.ahfc.us/pros/builders/building-energy-efficiency-standard/> and the Minimum Construction Standards may be found at: <https://www.ahfc.us/pros/builders/alaska-minimum-construction-standards/>.

The Successful Offeror's Architect of Record must provide a certificate stating that the construction drawings and specifications conform to the following requirements, and the AkWarm file must be uploaded in the ARIS (Alaska Retrofit Information System) database.

- a. Certification that a building meets the current AHFC BEES as adopted by 15 AAC 155.010 shall be accomplished by submission of a completed AHFC Form PUR-101.

- b. Certification that a building meets the current AHFC Minimum Construction Standard as adopted by 15 AAC 150.035 shall be accomplished by submission of a completed AHFC form PUR-102 or an AHFC approved municipality authorized Certificate of Occupancy (CO).

For additional design requirements, refer to

https://www.ahfc.us/application/files/6514/5946/6431/2012_BEES_Mandatory_Measures_Inspaction_Responsibilites.pdf

4.1.12 Design QA/QC

Successful Offeror shall be responsible for design quality control and quality assurance. Successful Offeror shall review owner review comments and verify each item has been addressed before the next drawing set is issued by updating Owner's design review log and submitting it with each new drawing set.

Owner's approval of a drawing set does not relieve Successful Offeror of any requirements in the Contract Documents, even if the Owner did not address the item in the design review log.

4.1.13 Applicable Codes

The latest AHJ adopted building codes shall be used.

4.1.14 (IBC) Special Inspections

Architect shall ensure that a table of special inspections is included in the design drawings that identifies all required special inspections, including but not limited to soil compaction, concrete slump/strength, rebar, shear wall nailing, epoxy anchors, welding and bolting. Do not have separate tables/information in civil drawings and structural, but one table for *all* disciplines. Information shall include at a minimum: type of inspection, frequency of inspection, and whether periodic or continuous. The table shall also identify specific materials lab work such as concrete cylinders, grout cubes, etc.

It is anticipated that the Owner shall hire the third-party firm to conduct the IBC special inspections. This does not relieve the Successful Offeror of any quality control efforts.

4.1.15 Site Inspections by Design Professional and its Subconsultants

The Architect of Record, along with each engineering discipline's Engineer of Record, or their designees, shall visit the project at least once prior to cover. If work is completed in phases, each area shall be inspected separately prior to cover.

The Architect of Record, along with each engineering discipline's Engineer of Record, or their designees, shall participate in the substantial completion inspection with the Owner.

Owner shall sign off on the substantial completion punchlist items to determine final completion.

4.1.16 Build America Buy America Act (BABAA)

This project is not subject to BABAA.

4.2 Sitework/Civil Items

4.2.1 Clearing & Grubbing

When applicable, Successful Offeror shall be responsible for clearing and grubbing for the building area to achieve an aesthetic landscape while still following Firewise practices. The Successful Offeror shall remove all stumps as well. Stumps, shrubs or other waste material shall not be buried onsite.

4.2.2 Temporary Utilities

Per Specifications Section 015000 in Section 5 of this RFP, Successful Offeror shall be solely responsible for paying for all temporary utility costs through Substantial Completion, including but not limited to, generators, temporary power poles, pedestals, service drops and cost of telephone, fuel oil, Internet, electricity, etc. Successful Offeror may use permanent utilities at its own expense, and then coordinate the name change and billing address of the account(s) to Owner upon Substantial Completion.

4.2.3 Permanent Utilities

Successful Offeror shall be responsible for coordinating and connecting all permanent utilities. All utility connection permits and fees shall be the responsibility of the Successful Offeror.

Power and telecom utilities to be installed underground instead of aerially.

1. Telecom – Cordova Telecom. Contact: (907) 424-2345
2. Electricity – Cordova Electric Coop). Contact (907) 424-5555
3. Municipal Water/Sewer – City of Cordova – (907) 424-6338
4. Television Cable – Not required

4.2.4 Survey

Successful Offeror shall be responsible for verifying property boundaries, setbacks, easements, etc. and ensure survey controls during construction. Successful Offeror shall submit an as-built drawing of the site plan as part of its record drawings, but it does not need to be stamped by a Professional Land Surveyor (PLS).

4.2.5 SWPPP

The Successful Offeror shall be responsible for determining whether a Storm Water Pollution Prevention Plan (SWPPP) is required, and if so, shall be responsible for all requirements.

4.2.6 Firewise Practices

Design shall incorporate Alaska Firewise practices per the State of Alaska Division of Forestry. Refer to the latest handout at <http://forestry.alaska.gov/Assets/pdfs/home/firewise09.pdf>.

4.2.7 Driveways

Driveways shall be constructed of engineered materials. The top course shall be free of silts, clays and/or organics. Paving is not required under this contract.

4.2.8 Parking Spaces

Provide two dedicated parking spaces per unit, which would be 12 total parking spaces. Design should consider the shortest distance for the elder/ADA units.

4.2.9 Geotechnical Investigation and Foundation Type

A geotechnical study of the property is not available. Successful Offeror shall dig test pits with a qualified geologist onsite to verify foundation assumptions prior to construction.

4.2.10 Landscaping

Show any proposed landscaping in the proposed site plan. It is desired that disturbed areas shall be hydroseeded.

4.2.11 Demolition of Existing Single-Family Home

There is an approximately 1,950 ft² existing single-family home on the property that will need to be removed prior to constructing the sixplex. It is possible the house may be moved by others, but for bidding purposes, include on the Bid Form an all-inclusive price to demolish this structure and all associated utilities, etc. in order to construct the new sixplex.

For purposes of bidding, assume there no hazmat abatement required prior to demolition. Owner is working on completing a hazmat survey.

There is a local company that has demolished structures in the past. NVE is providing this firm's name for informational purposes, and is not making a recommendation to hire them. This company is Dundas Excavating; (907) 253-5901; dundasexcavation@gmail.com.

4.3 Architectural Items

4.3.1 General

Owner envisions a two-story structure with three units on the ground floor, and three units on the second floor. Each unit shall have two-bedrooms and one full bathroom. Each of the units shall be approximately 1,000 to 1,100 square feet. Alternatively, proposers may consider whether combinations of structures will fit on the lot that equal six units (e.g. two triplexes, or one fourplex and one duplex).

Winds can be strong on this site, so wind direction must be taken into account. See Section 4.3.22.

The lower-level units shall be fully ADA accessible and the upper units may be accessed via stairs. Refer to Section 4.3.17.

Open floorplans are desired.

Design rooflines so that snow does not shed over doors, stairs, ramps and walks.

A shared, common entryway is allowed, but not required.

Fireplaces, woodstoves, or other backup heat sources are not desired.

Ensure proper fire ratings of wall, roof, and floor assemblies per current building codes.

4.3.2 Bathrooms

Units shall include a full-sized tub with shower. Bathtubs shall have curtain rods.

ADA units shall have walk-in tubs. Refer to mechanical.

All bathtubs shall have grab bars, regardless whether in units designated as ADA accessible.

Towel bars and toilet paper holders are required.

Backing for bathtub grab bars, towel bars, toilet paper holders, etc. shall be installed during framing. Sheetrock anchors shall not be used in lieu of backing.

Include medicine cabinet with integral mirror.

Bathrooms with showers and/or tubs shall have “smart switches” to control humidity. Refer to electrical.

4.3.3 Windows

Exterior windows shall be certified energy efficient and modeled in AkWarm software to achieve minimum BEES standards.

Windows in bedrooms shall meet building code for type and egress.

Window coverings shall be provided as part of the Work.

Operable, casement-style windows are preferred. Show type of windows in all drawings, including in proposal. Window screens shall be provided for all operable windows.

Windows shall be boxed and trimmed on the interior and trimmed on the exterior.

4.3.4 Building Envelope

SIP panels or standard framing are acceptable as long as the minimum 5-Star Plus BEES rating is achieved. If SIP panels are used, they shall be made of plywood and not OSB.

Cold climate building practices shall be employed.

OSB roof sheathing shall not be used.

4.3.5 Exterior Finish

The exterior finish shall be esthetically pleasing. Products shall be fire-resistant and designed to be low maintenance and be proven to perform well with the local climate.

Windows and doors shall be trimmed on the exterior.

4.3.6 Roofing

Roofing shall be metal with rain gutters, downspouts and snow breaks, especially above doors.

OSB roof sheathing shall not be used.

Through-roof penetrations shall be near the ridge and if not, protected with purpose-built crickets. Distance of stacks, vents, etc. shall take into consideration the amount of snow in the project location.

Proper design and location of gable-ends, eave distances, and roof slopes are preferred over snow guards.

4.3.7 Decks/Porches

Code compliant handrails are required on all ramps and stairs. Ramps for ADA designated units shall include handrails on both sides, regardless of code requirements.

Stairs are acceptable for units that are not ADA accessible.

4.3.8 Doors

Interior doors shall be solid core.

Exterior doors shall be thermally broken by their design.

All doors shall be trimmed on the interior and exterior.

The front door hardware for each unit shall include a keyed latchset and programmable touchpad deadbolt with integral key cylinder. Secondary exterior exit doors shall include a keyed latchset and keyed deadbolt. All exterior doors shall be keyed to the same key.

4.3.9 Flooring

Non-slip, 20 mil, luxury vinyl plank throughout the units with 4" color coordinated cove base.

4.3.10 Appliances

All appliances shall be Energy Star rated, and proposed models shall be researched for their respective maintenance histories using reliable sources. Furnish and install stove/range (with hood), washer & dryer, microwave oven, and full-sized refrigerator.

Appliances shall be easy and intuitive to operate. Models with numerous settings and functions are not desired.

Include water connections to refrigerators in a recessed purpose-made box.

Consider providing stacked washer/dryers in units of modest square feet.

Show on drawings with a dashed rectangle where a 7 cubic-foot freezer could be located without loss of valuable storage space. The freezer is not required to be provided by contractor, but a dedicated space and non-GFCI receptacle at those locations are required.

4.3.11 Smoke Alarms & Fire Extinguishers

All smoke/CO detectors shall be hard-wired, combination smoke/CO detectors (singular units with dual function) with battery backup, even where code may allow for single function smoke alarms.

Fire extinguishers shall be wall-mounted and shown on the drawings.

4.3.12 Interior Storage

Designs with more robust storage shall be scored higher than those with limited storage areas.

A linen closet must be included in each unit.

Identify pantry area for food storage. Include shelving for pantry area.

Shelves shall be installed in each storage closet. Clothes closets shall have hanger rods with a shelf above.

4.3.13 Interior Walls

Interior walls shall be painted GWB with either a knock-down orange peel finish, or Level 4 smooth wall.

Install backing in walls where appropriate, including areas likely to receive fasteners for wall hangings.

4.3.14 Ceilings

Ceilings shall be painted GWB with knock-down orange peel finish.

Ceilings shall be a minimum of 8'-0" high.

4.3.15 Casework

Casework shall be full-face, melamine surfaced plywood. Shelves to be melamine surfaced plywood. Drawers shall have heavy duty glides. Particleboard or MDF should not be used for casework.

Kitchen cabinets that are not full height do not need soffits between the cabinets and ceiling.

Range hood exhaust duct shall be fully enclosed in a finished chase/soffit.

4.3.16 Countertops

Solid surface countertops are preferred. Underlayment must be plywood. Particleboard or MDF underlayment is not acceptable.

4.3.17 ADA

The three ground-floor units shall be fully-ADA accessible. This includes, but is not limited to, wider doorways, entrance ramp, grab bars, open areas under kitchen and bathroom sinks, accessible tub unit (refer to mechanical), accessible storage areas, pull-out work surface in kitchen, door hardware and plumbing fixtures designed for accessibility, etc.

4.3.18 Secondary Exit

In addition to code-required egress windows in bedrooms, each lower unit shall have two doors on the ground level. Where units have a second story, egress ladders shall be furnished and installed at each upstairs bedroom (e.g., Kidde Fire Escape Ladder, equal or better).

4.3.19 Garages

Garages are not required for any of these units.

4.3.20 Exterior Eaves/Soffits

Eaves under the roofline shall be completely enclosed with painted soffits, including screened soffit vents. No exposed structural members shall be allowed.

4.3.21 Location of Chimneys/Exhaust Ducts

Chimneys from combustion devices and through-wall exhaust ducts shall be located to prevent winter frosting of exterior walls and undersides of roof eaves.

4.3.22 Bedroom Sizes

The primary bedroom shall comfortably accommodate a queen-sized bed, and the other bedroom shall comfortably accommodate a twin XL sized bed. Design the space to allow for a night stand on at least one side of the bed.

Each bedroom shall have a closet with doors and hanger rod. Allowing space for a chest-of-drawers in each bedroom (in addition to the closet) is desired.

4.3.22 Building Orientation

Orient the building and entries with wind direction in mind. Strong winds come from the direction of Eyak Lake as shown in the image in Exhibit 'A'.

4.4 Mechanical Items

4.4.1 HRV

An HRV shall be included and sized for each individual unit.

Regardless if there is an HRV exhaust (intake) in the bathroom, there shall also be a separate, dedicated bathroom exhaust fan that exhausts to outside. Bathroom exhaust fans shall be controlled by "smart-switches" (Leviton "Humidity Sensor Fan Control").

4.4.2 Heating Appliances

Selection of heating appliances shall be based on high efficiency, proven performance, and ease of maintenance.

Describe the proposed heating system in the proposal narrative.

A central heating appliance is allowed (e.g. hydronic boiler), but address how redundancy or backup shall be achieved if that appliance is out of service. Availability of repair technicians shall also be researched and discussed in the narrative.

Do not locate stacks of combustion equipment where they will create frosting on exterior walls, under eaves, etc.

4.4.3 Hot Water

Hot water shall be supplied from an on-demand hot water heater; fuel oil fired.

4.4.6 Fuel

a. Fuel Oil

Successful Offeror shall provide shared fuel oil tanks with stand and all associated plumbing and environmental controls for each respective unit.

Tanks shall be easily accessible for filling.

Successful Offeror shall be responsible for filling and topping off the fuel oil tanks at Substantial Completion.

b. Propane

Units shall have separate propane tanks

4.4.7 Kitchen Hood

There shall be kitchen exhaust hoods over each stove that vent to the exterior with appropriate exterior vent flap.

4.4.8 Exterior Hose Bibs

Include frost-protected hose bibs on each side of the structure at a minimum.

4.4.9 Dryer Vents

There shall be 4" dryer vent seals for each unit.

4.4.10 Location of Mechanical Equipment

All mechanical equipment, including, but not limited to HRVs, water heaters, pumps, pressure tanks, etc. shall be located in a dedicated mechanical room and not in living spaces (e.g., closets, etc.). It shall be Successful Offeror's responsibility to size mechanical rooms appropriately to fit all equipment. Enlarging the mechanical room shall not be a basis for a change order. If mechanical rooms need to be increased, they shall not be increased at the expense of decreasing other areas of the units.

All equipment clearances shall comply with manufacturers' recommendations.

Mechanical rooms may be accessed from within the individual units.

Show how mechanical rooms will be heated.

4.4.11 Interior Cleanouts

All interior cleanouts shall be accessible and Successful Offeror shall demonstrate each cap can easily be removed. Flush cover plates that screw into the cap are required if located in the living space (e.g., closets, under-sink, etc.).

4.4.12 Gauges

Potable water and hydronic systems (if applicable) shall include adequate pressure and temperature gauges to diagnose maintenance issues.

4.4.13 Sprinkler System

Successful Offeror will be responsible for designing, installing and certifying a complete sprinkler system in accordance with the latest adopted building codes.

Provide at least six extra sprinkler heads to Owner at Substantial Completion.

4.4.14 ADA Fixtures/Tub

For the fully-ADA accessible units, fixtures shall be selected for ease of use.

The fully-ADA accessible unit shall include an accessible tub unit. The tub shall be of standard length and width as a non-ADA bathtub, but with a door on the tub that allows the user to walk into the tub without stepping over the edge. The tub shall have either an integrated seat, or be able to fit a purpose-designed shower chair (contractor to provide if not integrated). The ADA tub shall either have an integrated full surround, or installed as separate tile on three sides of the tub (i.e. cement board, tile, grout, etc.).

Include in mechanical submittal to Owner prior to purchasing.

4.5 Electrical Items

4.5.1 – Metering

Each individual living unit shall have its own electrical meter. Spaces common to multiple units like common entries or hallways (if applicable) shall be on a separate metered service. Exterior receptacles for engine block heater plug-ins should be on common space meter.

4.5.2 Lighting

All lighting fixtures shall be designed for LED bulbs. Residents should be able to replace bulbs without having to replace the entire fixture.

Include long-life under-cabinet LED lighting in the kitchens.

Ambient light fixture in living room shall be on a dimmer for watching TV/movies.

Exterior lighting shall be located at exterior doors, decks, etc.

4.5.3 Exterior Receptacles

Include one receptacle on each side of the structure. Receptacles in this paragraph are in addition to receptacles specifically designated for vehicle block heaters.

Receptacles for engine block heaters shall be provided for each designated parking spot. These are in addition to the receptacles on the front and back of the structures.

4.5.4 Telecom

Contact the local telecom provider to see if fiber is available to the property. If fiber is available, or available in the near future, coordinate specific location(s) on the building's exterior for a fiber slack box. Obtain the telecom provider's written concurrence on all proposed locations.

At each confirmed fiber slack box location, install backing material appropriate for the utility to attach its boxes. From these exterior slack box locations, install an empty ¾" conduit to a predetermined, central location interior in each unit and show this on the drawings. This will be where the utility places its Optical Network Terminal (ONT) and where the owner would best locate a router. This would also be the central location for the copper telephone punchdown block. Follow appropriate conduit installation practices for bend radius and intermediate pull boxes.

At each ONT location, install a quad electrical receptacle.

Include a separate POE wireless access points that are attached to the ceiling in a central location in each individual unit. Each wireless access point should be able to serve the entirety of each respective unit. Connect the access point to CAT6 cable with RJ45 connector, and run the other end to the ONT location and also terminate that end with a RJ45 connector. Provide a loop of least six feet of extra cable at the ONT end.

4.5.6. TV Cable

It is anticipated that residents will use internet streaming services instead of coax cable .

Provide RJ45 jack and power receptacle where each television is proposed to be located, and home run the terminated CAT6 cable to the ONT location.

4.5.7. Telephone

Install RJ-11 telephone jacks at appropriate locations in living rooms and kitchens. Use CAT6 cable for all telephone wiring and home run to the central ONT location.

4.5.8 Bathroom Smart Switches

As noted in mechanical, bathroom exhaust fans shall be on "smart-switches" (Leviton "Humidity Sensor Fan Control").

4.5.9 Backup Generator

A backup generator is not required.

4.5.10 Surface-Mounted Conduit or Low Voltage Wiring

Surface-mounted conduit or low voltage wiring shall not be allowed without prior written approval from Owner on a case-by-case basis.

Administrative Requirements

Applicable Codes, Standards and Regulations

1. It is Successful Offeror's responsibility to ascertain all applicable codes, ordinances, regulations

and standards are complied with. Unless otherwise noted, all applicable editions are the most current and adopted at the time of the Agreement.

2. Except where the design-build documents include other requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the same force and effect as if bound or copied directly into the design-build documents. Such standards are made a part of the design-build documents by reference.
3. Each entity engaged in design and construction of the Project is required to be familiar with industry standards applicable to its design or construction activity. Copies of applicable standards are not bound with the design-build documents.
4. Where compliance with two or more codes, ordinances, regulations and/or standards is required, and/or there are conflicting requirements, the stricter code, ordinance, regulation and/or standard shall prevail.
5. The code and regulatory agencies having jurisdiction over the Work includes, but is not limited to, the State of Alaska adopted building codes. It is Successful Offeror's responsibility to ascertain and comply with any and all applicable codes and regulations, including those not listed above.

004336 Subcontractor Approval

1. Successful Offeror shall submit its list of proposed subcontractors performing more than \$10,000 worth of Work. This list shall be submitted prior to the Notice to Proceed for construction services.
2. Successful Offeror shall ensure all provisions in the Contract Documents flow-through to Subcontractors, Sub-Subcontractors, Suppliers and Successful Offeror shall verify eligibility of these entities under these provisions.
3. Refer to Article 5 of ConsensusDocs 415 contract.

006100 Bonds

1. Refer to Article 10.5 of the ConsensusDocs 415 contract.
2. Per the RFP, a 5% bid bond is required with the proposal.
3. 100% payment and performance bonds are required in the amount of the Contract Price, including design.
4. P&P bond forms shall be ConsensusDOCS 470 (performance bond) and ConsensusDOCS 472 (payment bond) documents. Contact Owner's representative in Section 2.6 for bond forms.
5. If notice of any change affecting the general scope of Work or change in the contact price is required by the provisions of any bond to be given to the surety, it will be Successful Offeror's responsibility to so notify the surety, and the amount of each applicable bond shall be adjusted

accordingly. Successful Offeror shall furnish proof of such adjustment to Owner.

011400 Work Restrictions (also see 015000 Temporary Facilities & Controls)

1. Do not disturb portions of site beyond construction areas.
2. Noise Control/Hours of Work - Work hours shall comply with local ordinances and regulations. Consideration of neighbors and other stakeholders shall be required when scheduling Work that generates noise.
3. Signage/Clothing - No signage or clothing of a political nature shall be present at the worksite.
4. No alcohol shall be allowed on the project site.

012600 Contract Modification Procedures

- ~~1. Refer to HUD 5370 (Exhibit 'G'), Item 29, "Changes."~~
- ~~2. Note that in HUD 5370 A 29(f)(3), "Contractor shall not be allowed a profit on the profit received by any subcontractor."~~
3. Refer to Article 8 of the ConsensusDocs 415 contract regarding Change Directives and Change Orders. Observe the notice provision of Section 8.5.
- ~~4. In order to be considered, Change Order proposals must include a detailed breakdown of actual direct costs, indirect costs and profit per HUD 5370 A 29(f).~~
5. Change orders shall not include billable time from Design-Builder's project manager or other overhead staff. Any indirect costs shall have attached backup. No generic general conditions markup shall be allowed in addition to overhead and profit markup.
6. Labor for Change Orders shall be calculated using straight-time and not overtime or blended rates.
7. Successful Offeror shall update the project schedule and submit a new schedule within five (5) business days whenever a Change Directive or Change Order affects the critical path of the project schedule.
8. Change Orders for deleted Work shall include a credit for not only direct costs, but indirect/overhead costs and profit.
9. Change Order markups shall be limited to 10% overhead, 10% profit, and 5% markup on subcontractors.

012613 Request for Information (RFI)

1. When design and/or construction conditions require additional information, clarification or

verification by Design Professional from Successful Offeror, a written RFI is required to be submitted in accordance with the following:

- a. Successful Offeror shall designate a single point of contact for sending and receiving RFIs.
 - b. RFI form shall be submitted to Owner for approval prior to the start of construction.
 - c. Subcontractor RFIs must be routed through Successful Offeror and transmitted to Owner on Successful Offeror's RFI form.
 - d. When Owner input is required, allow seven (7) working days for Owner's response for each RFI.
 - e. Notify Owner within three (3) business days if Successful Offeror disagrees with response.
 - f. Successful Offeror shall maintain a log of RFIs and review at weekly meetings and make available to Owner at any time.
2. RFIs, including confirming RFIs, shall be required for any change in the scope of work from the 100% Construction Drawings. All such RFIs shall be copied to Owner's representative.
 3. Successful Offeror shall markup each RFI on the Record Drawings, showing any changed work, and include a callout with the RFI number.

012973 Schedule of Values (SOV)

1. No less than ten (10) calendar days prior to Successful Offeror's first pay application, Successful Offeror shall submit a Schedule of Values, including design costs, to Owner for review and approval.
2. Where applicable, provide a separate Schedule of Values for each structure, or phase.
3. Schedule of values shall be of adequate detail to easily provide a breakdown of the components of Work. Add additional lines as requested by Owner.
4. Design shall be separate SOV line items, and broken into the major phases: 35%, 65%, 95% and 100%.
5. Coordinate line items with progress schedule.
6. Each phase of design shall be separate line items in the Schedule of Values.
7. Successful Offeror's overhead and profit shall be incorporated in each line item in the schedule of values.
8. Change Orders shall be tracked separately from the base scope Schedule of Values, and added as separate line items at the bottom of the Schedule of Values.

012976 Progress Payment Procedures

1. Refer to Article 9 of the ConsensusDocs 415 contract.
2. Per Section 013216, an updated project schedule shall be updated and submitted with each

monthly pay application. Failure to submit an updated schedule with the pay application will hold up Owner's processing of the pay application and Owner shall have no liability for non-payment due to Successful Offeror's failure to submit updated schedules.

3. In accordance with Article 9.1.7 of the ConsensusDocs 415 contract, stored materials may be included in Successful Offeror's pay application with adequate notice. Successful Offeror and Owner shall jointly and concurrently inspect the stored materials. The address of any off-site location of stored materials must be provided to Owner, must be fully insured by Successful Offeror for any loss, theft or vandalism and must not change without prior written notice to Owner. Seven (7) business days shall be added to the payment terms if materials are stored offsite to allow for additional coordination by Owner.
4. A partial, conditional lien release shall be submitted with each pay application, and a final lien release shall be submitted with the final pay application.
5. Prior to first pay application, Successful Offeror shall have submitted: List of subcontractors, project schedule, proof of insurance, bonds and Schedule of Values.

013113 Project Coordination, Meetings and Daily Reports

1. Communication and Coordination
 - a. Communication and correspondence shall be between the designated Successful Offeror's Representative and Owner's representative.
 - b. Designers or subcontractors of any tier, suppliers and vendors will endeavor to not contact Owner directly. Communications between subcontractors of any tier, suppliers and vendors with Owner shall be through Successful Offeror to Owner's representative, unless otherwise approved.
2. Project Meetings

Successful Offeror will conduct the meetings listed below and produce meeting minutes which will be distributed to the attendees. Meetings will be scheduled at a mutually agreeable time and location (or Internet such as Zoom or Teams) and are to be attended by the following:

 - Owner and staff, as needed
 - Successful Offeror's Superintendent and Project Manager
 - Successful Offeror's Design Team, as needed
 - a. A Pre-Award Review Conference (~~Referred to as "Pre-Construction Conference" per Exhibit 'G', HUD-5370, Section 5(a)~~) is to be scheduled within ten days after the Notice of Intent to Award at a mutually agreeable time and location. The purpose of this meeting is to facilitate communications between Successful Offeror and Owner, review any contract or administrative matters, assist Owner in fully understanding the proposed design and gather input and comments from Owner about the design.
 - b. A conference to review the 35% Construction Documents will be scheduled at a mutually agreeable time and location. The meeting shall include time to discuss and review any 35% review comments in the Design Review Log.

- c. A conference to review the 65% Construction Documents will be scheduled at a mutually agreeable time and location. The meeting shall include time to discuss and review any 65% review comments in the Design Review Log.
- d. A conference to review the 95% Construction Documents will be scheduled at a mutually agreeable time and location. The meeting shall include time to discuss and review any 65% review comments in the Design Review Log.

The 95% design shall be reviewed and approved before an NTP for construction is issued. Owner may wait for 100% Construction Documents prior to issuance of NTP for construction.

- e. A conference to review the 100% Construction Documents will be scheduled at a mutually agreeable time and location. The meeting shall include time to discuss and review any outstanding comments from previous sets and any 100% review comments in the Design Review Log.
 - f. Construction Progress Meetings will be scheduled at intervals that are mutually agreeable to Owner and Successful Offeror on a weekly basis. Meetings may be changed to every two weeks upon approval of Owner and Successful Offeror, and may be changed back to weekly if desired by Owner. The purpose of these meetings will be to discuss the three-week lookahead schedule, the master CPM schedule, payment applications status, changes in Work, RFI status, submittals, and any other issues. Scheduling and conducting the progress meetings and producing and distributing the meeting minutes will be the responsibility of Successful Offeror.
 - g. Project Safety Meetings: Successful Offeror is encouraged to conduct regularly scheduled safety meetings for the duration of construction. Successful Offeror shall send copies of safety meeting minutes to Owner's representative.
 - h. Subcontractor Coordination Meetings: Regularly scheduled subcontractor meetings are encouraged and at the discretion of Successful Offeror.
3. Daily Reports
Successful Offeror shall submit copies of its daily reports to Owner's representative on a weekly basis. At a minimum, daily reports shall record hours worked for its staff and subcontractors' staff, major equipment, significant deliveries, weather, Work in progress/completed, accidents and other significant events.
 4. Certified Payrolls
When applicable, Successful Offeror shall submit certified payrolls on a weekly bases and number them sequentially.
 5. Supervision
 - a. Successful Offeror shall identify a competent superintendent who shall be onsite whenever Work is underway, and not just when performing Work that Successful Offeror is self-performing, but *all* Work, including Subcontractors and Sub-Subcontractors.

- b. Owner can require Successful Offeror replace its superintendent if Owner reports performance shortcomings and Successful Offeror shall propose alternate individuals for Owner's approval, which it shall not arbitrarily withhold approval.
- c. Superintendent shall be on the project site whenever Work is taking place, including subcontractors.

013216 Schedule

1. ~~In accordance with HUD-5370, Section 6,~~ within ten (10) after receiving the Notice to Proceed for design work ~~(and not within five days of work commencing per HUD-5370),~~ Successful Offeror shall submit a Preliminary Schedule of the Work to Owner's representative for review and approval, detailing the design completion, Owner review periods, submittal review and approval process, shipment of materials and equipment, sequencing of Work, the different sub-contractors start and finish of the dates, etc. The preliminary schedule shall be in critical path format with all tasks linked with predecessors and successors. Show the critical path with red bars (tasks) and non-critical bars (tasks) as blue.
2. Prior to ten (10) days of receiving the Notice to Proceed for Construction, Successful Offeror shall have submitted a final construction schedule to Owner's representative for review and approval. Final construction schedule shall show the critical path in the same fashion as the Preliminary Schedule. No tasks shall exceed three weeks in duration, but longer tasks should be broken into areas of Work.
3. Successful Offeror shall use adequate software to develop and update the schedule. Example includes Microsoft Project. Tasks should be linked with sequential logic (relationships between tasks) to establish a critical path.
4. Schedule shall be updated and submitted with each monthly pay application. Failure to submit an updated schedule with the pay application will hold up Owner's processing of the pay application and Owner shall have no liability for non-payment due to Successful Offeror's failure to submit updated schedules.
5. Successful Offeror shall notify Owner if it falls behind its baseline schedule by two (2) weeks or more. Successful Offeror shall provide Owner a recovery plan showing how it intends to bring Work current with the baseline schedule, ~~and Owner has all remedies per Section 6 of HUD-5370 or otherwise noted.~~
6. Successful Offeror shall update the project schedule and submit a new schedule within five business days whenever a Change Directive or Change Order affects the critical path of the project schedule.
7. Schedules may be submitted electronically in .pdf format via e-mail ~~instead of the three hard copies per HUD-5370.~~

8. Three-week lookahead schedules shall be reviewed by the Successful Offeror's superintendent at the weekly construction phase meetings. Three-week lookahead schedules should be extracted from the project's current CPM schedule instead of a separate spreadsheet program (e.g. Excel or Sheets).

013300 Design Reviews and Submittals

1. Successful Offeror Design Documents:

- a. Owner requires submittal of design documents at the following stages of design:
 - 35% schematic drawings including mechanical and electrical narratives and/or drawings.
 - 65% design development drawings including mechanical and electrical drawings, and draft technical specifications.
 - 95% Construction Documents including mechanical and electrical drawings.
 - 100% Construction Documents.
- b. For each design (progress set) document review, Successful Offeror shall submit .pdf electronic copies of all documents to Owner.
- c. Successful Offeror shall maintain a Design Review Log, located on the Internet that is accessible to Owner's team 24/7 at no additional cost to Owner. The log shall be in a spreadsheet form where the columns can be filtered and sorted, and include at least the following columns:
 1. Comment Number
 2. Comment Author
 3. Discipline
 4. Sheet/Spec Number
 5. Comment
 6. Designer's Response
 7. Owner's Approval (Y/N)
- d. Successful Offeror shall allow at least seven (7) business days for Owner to review each set of design documents and make comments.
- e. Following Owner review of Successful Offeror's design documents, Owner shall provide Successful Offeror with review comments. Successful Offeror shall respond to comments in writing (in the design review log) within ten (10) business days of receipt of Owner comments. Submit updated Design Review Log with each design iteration.
- f. In the event Successful Offeror deems design review comments by Owner require a change in the Contract price or time, Successful Offeror shall immediately notify Owner in writing and shall await Owner direction per the established change process procedure before proceeding with any additional Work.
- g. Drawings shall be completed to a level sufficient to construct the facility, indicate compliance with this RFP's requirements and allow required code compliance reviews. The 95% submittal shall include specifications for materials, equipment and systems. Cut sheets indicating proposed major material/product selections shall be submitted.

2. Shop Drawings, Product Data and Samples.

- a. Where identified, Shop Drawings, Product Data and Samples shall be reviewed and approved by the designers of record.
- b. Work with Owner to identify submittals that Owner wants to review and provide input on prior to ordering materials.
- c. Approved copies shall be provided to Owner prior to the installation of the materials or system.
- d. Product data may include catalog cuts, color/finish charts, rough-in diagrams and templates. Mark each copy to show application choices and selections.
- e. Samples shall be identical to the material or product to be used. Samples include materials, color range sets, swatches/material cuts showing color and/or texture and pattern. Maintain one set of approved samples at the project site.
- f. Color selections are to be approved by Owner.
- g. Under design-build delivery, products/equipment should be selected prior to 100% construction documents, and thus product-specific installation information shall be incorporated into the design drawings and not be deferred.

3. Spare Parts and Extra Stock

- One unopened gallon of each color paint, both interior and exterior, as applicable.
- Extra set of air filters for all equipment with air filters.
- Extra LVT, at least 50 square feet per unit, or as otherwise agreed.
- One spare sprinkler head per unit.

4. Operation and Maintenance Manuals – See 017823

5. Record Drawings - See 017839

014500 Quality Control/Special Testing and Inspection Services

1. Project architect and engineers of record, or their designees, shall visit the project sites at key milestone dates such as foundation, prior to covering walls with sheetrock, etc. Successful Offeror shall give notice to Owner of the schedule of these milestones well in advance.
2. Successful Offeror shall provide access at all times to any and all portions of the work to be tested and/or inspected.
3. It is anticipated that Owner shall provide IBC Chapter 17 Special Inspections, including but not limited to soil compaction, rebar inspection, concrete slump and strength and epoxy dowels. This does not relieve Successful Offeror from performing its own quality control.

4. Successful Offeror's Engineer(s) of Record shall identify the type and frequency of any IBC Chapter 17 special inspections and/or material tests. A standalone table with all disciplines shall be included in the design drawings that identifies the test, frequency and whether continuous or periodic. Do not create separate tables for separate disciplines (e.g., civil vs. structural). Listing requirements in narrative form in sheet specs is not an acceptable substitute for the standalone table.
5. Any quality control test reports (e.g. pressure tests of piping, etc.) shall be sent to Owner at same time they are sent to contractor. Contractor shall provide all reports to Owner even for failed tests.

015000 Temporary Facilities & Controls

1. Successful Offeror shall conduct its Work activities so as to ensure the least possible obstruction to vehicular traffic and inconvenience to the general public and the residents in the vicinity of the Work and to ensure the protection of persons, property and natural resources. The driveways to other facilities may only be closed with prior permission.
2. Security
Successful Offeror is solely responsible for site security until Substantial Completion, including protection from theft, damage, vandalism, etc. Owner will not reimburse Successful Offeror for any lost or stolen tools, materials or equipment or associated labor, or any acceleration to make up for lost production.
3. Protection of Existing Utilities
Successful Offeror is solely responsible for identifying the exact locations of existing utilities prior to starting construction operations.
4. Shutdowns of Existing Utility Services
Continuity of any existing utility services shall be maintained at all times. Any utility shutdowns necessary to proceed with a portion of the Work shall be scheduled with Owner with as much advance notice as possible and not less than 48 hours. Successful Offeror shall be responsible for all costs associated with any utility shutdowns.
5. Field Office
Successful Offeror may furnish and install a field office for which it will be responsible for security of, and the removal of, prior to Final Completion.
6. Temporary Electrical Power
Electrical power facilities for field office(s), subcontractor office(s), other temporary structures, construction tools and equipment shall be furnished, installed and paid for by Successful Offeror. Successful Offeror shall be responsible for providing all temporary equipment required to provide power to the site including but not limited to transformers, cable, GFCI boxes, etc. All temporary equipment shall be installed and maintained in accordance with all applicable safety regulations. Successful Offeror will be responsible for removal and termination at the time temporary power is no longer required for the project. All electrical use during the term of the contract shall be paid for by Successful Offeror, and Successful Offeror shall change the

account(s) to the Owner's name upon Substantial Completion.

7. Temporary Lighting
Successful Offeror shall provide adequate lighting to support its construction operations.
8. Temporary Heat
Successful Offeror shall provide and pay for temporary heat as required to protect existing structures, new Work, personnel, materials and equipment from damage, dampness and cold.
9. Water
Temporary water services shall be obtained, paid for and maintained by Successful Offeror.
10. Temporary Toilet Facilities
Successful Offeror shall provide and bear costs for adequate toilet facilities for all those performing and connected with the Work in accordance with all pertinent safety and other regulations.
11. Telephone, Internet, Computer
All costs for job site telephone, Internet and computer installation and use shall be borne by Successful Offeror.
12. Temporary Enclosures
Successful Offeror shall provide barriers, safety guards and warnings for protection of the public as required by law and/or local ordinances. Keep streets and walks clean and free from dirt and obstruction.
13. Parking
Construction parking outside of the designated parking area or outside of the project boundaries shall not be permitted without prior written approval from Owner.
14. Dust Control
Successful Offeror shall be responsible for keeping dust due to construction activities to a minimum. Water dust as it is generated. Successful Offeror shall be liable for any fines or subsequent damages caused by dust generated by its activities or lack of dust control at the project site and/or additional construction related areas outside of the project boundaries.
15. Water and Erosion Control
Successful Offeror shall monitor and control the use of water on site to prevent damage to the worksite and adjacent property. If a Storm Water Pollution Prevention Plan (SWPPP) is required by authorities having jurisdiction, Successful Offeror shall provide one as part of their bid price and maintain it with a certified CSECL. Successful Offeror shall furnish, install, and operate all necessary machinery, appliances and equipment to keep the site free from water during construction.
16. Pollution Control
Successful Offeror shall comply with all applicable pollution control laws, regulations and ordinances.

17. Protection of Existing Property

Successful Offeror shall employ means to protect existing elements and areas of the site not designated for removal or construction. Protect adjacent property and public from damage and injury. Temporary provisions shall be made by Successful Offeror to ensure the use of sidewalks, private and public driveways and ensure the proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses, as applicable.

18. Removal

Successful Offeror shall maintain all temporary facilities as long as needed for the safe and proper completion of Work and remove all such temporary facilities as quickly as construction activities will allow. Temporary facilities may be used during the completion of punchlist Work, but must be removed prior to Final Completion unless otherwise agreed to in writing by Owner.

015940 Subsistence and Per Diem

If the Contract is based on Cost of Work, or when Change Orders include additional days of work, the following provisions shall apply for calculating per diem:

1. Successful Offeror may either use the actual cost of lodging, meals, and incidentals and submit the backup (i.e., receipts), or a fixed per diem rate for the area where the work occurred.
 - a. If a fixed per diem rate is used:
 - i. If the project is less than six-months duration, short-term DoD or State of Alaska per diem rates may be used for the location the work is being done (DoD, if federal funding, State per diem if State funding).
 - ii. If the project is longer than six months duration, a rate not to exceed 50% of the DoD rate shall be used if federal funding, and 75% of State of Alaska per diem rates if State funding. If the project is known to be longer than six months, the discounted per diem starts on the first day, not after six months.
 - iii. When federal DoD per diem rates are used:
 1. GSA rules for federal employees shall apply to the Successful Offeror with some exceptions:
 - a. Owner shall not pay any relocation expenses of employees of Successful Offeror.
 - b. On projects lasting longer than 6-months, long-term housing shall be used if available instead of short-term housing (e.g. hotels, Airbnb, etc.).
 - i. Housing shall be at market rates and of “average” quality of the project location.
 - ii. Owner shall pre-approve any long-term housing leases that Successful Offeror wishes to be reimbursed for to verify “average” quality for the project location.
 - iii. Owner shall not be responsible for paying any housing deposits of any kind.
 - iv. All housing leases must be in the name of Successful Offeror and not of employees.
 - v. Successful Offeror shall indemnify Owner from any damage to housing caused by its own, subcontractors’, or suppliers’ employees or agents.
 - vi. Successful Offeror shall not collect housing per diem for

- employee-owned or leased RVs, travel trailers, etc.
when long-term housing is available.
- c. Regardless of any labor agreement requirements, per diem shall only be paid by Owner when workers are on-site or traveling. Successful Offeror shall still be required to pay employees according to the respective labor agreement (if applicable) when Owner is not party to the same labor agreement.
 - d. Travel days shall be 50% of the regular per diem rate.

013523 Safety Procedures

1. Refer to Article 3.4 of ConsensusDocs 415 contract.
2. Successful Offeror shall prepare a site-specific safety plan that is consistent with its company's safety plan. Successful Offeror shall designate a safety representative.
3. Successful Offeror shall report all safety incidents to Owner and provide copies of any OSHA reports or citations.
4. Fire Extinguishers: Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages by personnel at project site. Provide Type ABC dry chemical extinguishers; comply with recommendations of NFPA 10. Post warning and instructions at each extinguisher location, and instruct all personnel at project site, at time of their first arrival, on proper use of extinguishers and other available facilities at project site. Post local fire department call number on each telephone at project site.
5. Successful Offeror shall conduct its operations in a manner that is fire safe for the Work area and adjacent area. Successful Offeror shall maintain the premise clear of rubbish, debris and/or other combustible materials. Successful Offeror shall adhere to all applicable provisions as determined by the local AHJ. Successful Offeror shall be responsible for any fines or penalties levied by the AHJ due to non-compliance with fire safety on the worksite.
6. Successful Offeror shall:
 - Report any fires and/or hazardous material spills immediately to the local authorities and Owner.
 - Provide protection for combustible and finished surfaces and protect personnel from injury. Outdoor storage and staging operations may not impede access or egress, restrict fire-fighting access, fire lanes or present a fire exposure risk to the Work and surrounding areas. Provide adequate separation between structures such as construction trailers and in lay-down areas.
 - Where applicable, fire hydrants on or adjacent to the Work shall be accessible at all times.

017516 Startup Procedures

1. Successful Offeror shall be responsible for startup and functional testing of all building systems. The Successful Offeror shall document all testing and shall notify Owner no less than five (5) business days prior to conducting functional tests.

2. O&M manuals shall be submitted prior to startup and Substantial Completion and shall be used during training of Owner staff.
3. Successful Offeror shall train Owner staff on all building systems. Schedule training with Owner at least fourteen (14) days prior to training.

017700 Closeout Procedures

1. Final Cleaning
Successful Offeror shall perform a final cleaning of the completed Work and surrounding project site(s). At a minimum, complete the final cleaning operation before requesting Substantial Completion inspection by Owner.
2. Substantial Completion
Substantial Completion is defined as the Work being completed enough to be used for the purpose in which it was intended. Before requesting inspection by Owner for Substantial Completion, Successful Offeror shall perform the following:
 - Submit written notice to Owner that the project is ready for Substantial Completion inspection.
 - Submit Successful Offeror punch list noting defective/damaged items, and items not yet completed.
 - a. Upon receipt of the items listed above, Owner will either proceed with their inspection or advise Successful Offeror of unfulfilled requirements. Following initial inspection, Owner will recommend the date of Substantial Completion or advise Successful Offeror of Work that must be completed or corrected before the date of Substantial Completion can be established. Results of completed inspections will form Owner's punch list, which must be completed in order to satisfy the requirements for Final Completion. The following are to be provided or submitted prior to Substantial Completion:
 - i. Operation and Maintenance Manuals (ref. 017823)
 - ii. Operations and for HVAC systems
 - iii. Spare materials
 - iv. Owner staff training
 - v. Provide copies of manufacturers' warranties for all warranties over one year in length
 - a. If Work is not deemed substantially complete by Owner's representative after the second inspection, Successful Offeror shall be responsible for all reinspection costs, including but not limited billable rates of inspectors/representatives, travel, per diem, etc. Such amounts may be subtracted from retainage, or paid to Owner by Successful Offeror directly.
 - b. When the project is deemed Substantially Complete, Owner will provide written notice to Successful Offeror.
 - c. All warranties and guarantees begin upon the date of Substantial Completion.

- d. Owner will assume responsibility for utilities upon the date of Substantial Completion. And it is Successful Offeror's responsibility to coordinate the change of customer names with the utilities.

3. Final Completion

Before requesting final inspection by Owner for Final Completion, Successful Offeror shall perform the following:

- Submit final Application for Payment including consent of Surety on mutually agreed upon form, which may be AIA G707 or similar. Submit final release of lien.
 - Submit a copy of Owner's final punch list stating that each item is complete or otherwise resolved for acceptance, signed by Owner.
 - Submit final as-built record drawings and specifications (ref. 017839).
 - Remove from project site any remaining temporary facilities and services along with construction equipment, tools, waste and facilities.
 - Complete final cleaning requirements.
- b. Owner will perform a final inspection upon receipt of Successful Offeror's notice that the Work, including punch-list items, is complete. Those items whose completion is delayed due to circumstances acceptable to Owner will be exceptions.
 - c. Upon completion of final inspection, Owner will either grant Final Completion or advise Successful Offeror of Work not complete or obligations not fulfilled, as required for Final Completion. If necessary, the Final Completion procedures will be repeated. When all required items are complete, Owner will issue a letter of Final Completion and release final payment to Successful Offeror.
 - d. If punchlist items for inspection fail after the second inspection, Successful Offeror shall be responsible for all reinspection costs, including but not limited to billable rates of inspectors/representatives, travel, per diem, etc. Such amounts may be subtracted from retainage, or paid to Owner by Successful Offeror directly.

017823 Operations and Maintenance Manuals (O&M)

1. Operations and Maintenance (O&M) manuals shall be furnished to Owner by Successful Offeror and shall contain maintenance, operation, product, technical, warranty and certification information for materials and equipment used in the project. O&M Manuals shall be presented and arranged logically for efficient use by Owner's maintenance personnel.
2. At a minimum the O&M Manuals shall contain:
 - a. General maintenance, cleaning and repairing of material and finishes
 - b. Material manufacturer data
 - c. Dimensional and performance data
 - d. Servicing data
3. Copies shall be bound in 3-ring binders sized appropriately for the amount of data, and also provided in .pdf format.

4. Provide cover identification title: 'Operations and Maintenance Manual', project name, Successful Offeror name and year of completion. Provide spine identification with the same information as the cover identification. Each copy shall have an index and tabbed dividers between sections.
5. Submittal:
Deliver two (2) hard copy notebooks, and one electronic copy in .pdf format on a jump drive of the O&M Manuals to Owner prior to Startup and Substantial Completion. The O&M Manuals must be received and approved by Owner prior to release of final payment to Successful Offeror.

017839 Record Documents

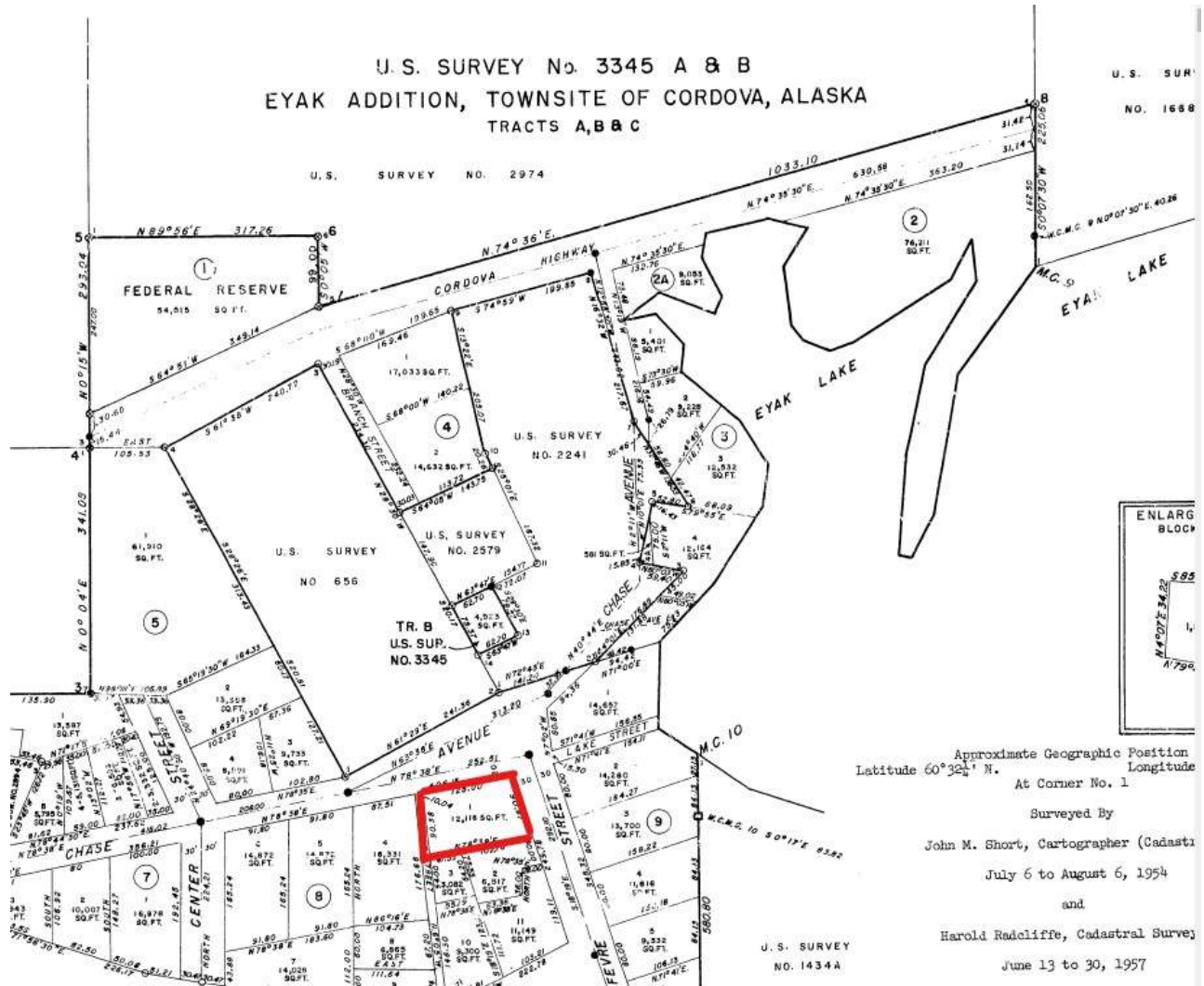
1. During construction, Successful Offeror shall maintain a clean, undamaged set of final design drawings as as-built drawings (or "Record Documents"). Mark the set to show the actual installation where the installation varies from the Work as originally shown. Where shop drawings are used, record a cross reference at the corresponding location on the final design drawings.
 - a. Mark record set with red, erasable pencil.
 - b. Note related change orders and RFI numbers where applicable.
 - c. Record accurate measurements and locations of anything underground prior to burial.
 - d. Note changes of direction and location.
 - e. Cross out conditions not constructed with an "X" to convey the actual constructed conditions.
 - f. Show revisions to drawings with a "cloud" drawn around the revision and date of change, RFI, change order, addendum number or other indicator of change initiator.
 - g. Include signed-off permits.
 - h. All red-line changes to the final design drawings shall be updated electronically and one (1) full size paper copy and one jump drive shall be provided to Owner at Final Completion. The electronic record shall include both a CAD version and a pdf version.
2. Record Technical Specifications:
Successful Offeror shall maintain one complete copy of the final design and construction specifications manual and one copy of other written construction documents such as change orders and RFIs. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the specification. Changes and/or notations to the final design construction specifications shall also be made on the electronic version for submittal as record documents.

330000 Permanent Utilities

Successful Offeror shall coordinate and pay for all costs associated with permanent utilities, including water, sewer, electrical, television and telecom services.

EXHIBIT 'A'

Site Location



Screen snip from plat:

Legal Address: Lot 1, Block 8, US Survey 3345



Screen snip from Google Earth

EXHIBIT 'B'

Agreement: Modified ConsensusDocs #415

ConsensusDocs® 415

STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER (Lump Sum Price)

TABLE OF ARTICLES

1. AGREEMENT
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12. DISPUTE MITIGATION OR RESOLUTION
13. MISCELLANEOUS
14. CONTRACT DOCUMENTS

ARTICLE 1 AGREEMENT

This Agreement is made this TBD Day of TBD in the year 2024 by and between the

OWNER: Native Village of Eyak
PO Box 1388
110 Nicholoff Way
Cordova, AK 99574

and the

DESIGN-BUILDER: [TBD]
[Address]
[City, State ZIP]

for services in connection with the following:

PROJECT: Design-Build Services for the construction of one sixplex in Cordova, Alaska.

ARTICLE 2 GENERAL PROVISIONS

2.1 TEAM RELATIONSHIP Each Party agrees to act on the basis of trust, good faith, and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Neither Design-Builder nor any of its agents or employees shall act on behalf of or in the name of Owner unless authorized in writing by Owner's Representative.



2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest; (b) promptly disclose to the other Party any conflicts of interest which may arise. Each Party warrants it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Design Professional, Subcontractors, Subsubcontractors, Suppliers or Others, to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Architectural and engineering services shall be procured from licensed (in the State of Alaska), independent design professionals retained by Design-Builder or furnished by licensed employees of Design-Builder, as permitted by the Law. The persons or entities providing architectural and engineering services shall be referred to as Design Professionals. If Design Professional is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between Design-Builder and Design Professional. The Design-Builder shall ensure the terms and conditions of this Agreement are incorporated into the agreement between the Design-Builder and Design Professional(s).

2.3.1 Design-Builder shall require mechanical, electrical, structural, and civil engineers stamp and sign their respective drawing sheets and specifications.

2.3.2 Trade subcontractors shall not substitute for the required licensed and insured professional engineers. The respective engineer shall be liable for the designs on the pages they stamp and sign. A design professional shall stamp and sign each design sheet in the final construction set of drawings.

2.3.3 STANDARD OF CARE Design Professional shall furnish and provide the architectural and engineering services necessary to design the Project in accordance with Owner's requirements, as outlined in Owner's Program and other relevant data defining the Project. The architectural and engineering services shall be performed in accordance with the standard of professional skill and care required for a Project of similar size, scope, and complexity, during the time in which the Services are provided.

2.4 DEFINITIONS

2.4.1 "Agreement" means this ConsensusDocs 415 Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Lump Sum Price), as modified, amendments, exhibits, addenda, and attachments made part of this Agreement upon its execution.

2.4.1.1

EXHIBIT A: Design-Build Solicitation for this Project, including all addenda. If the solicitation is not attached to this document, it is hereby incorporated by reference.

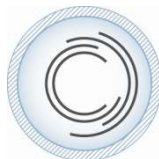
2.4.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.4.3 "Change Directive" is any written order containing Work instructions that is signed by Owner after execution this Agreement and before Substantial Completion to the Work directed by Owner. A Change Directive does not modify the Contract Price or Time.

2.4.4 A "Change Order" is a written order signed by Owner and Design-Builder after execution of this Agreement, indicating changes in the scope of the Work, Contract Price, or Contract Time, including substitutions proposed by Design-Builder and accepted by Owner.

2.4.5 "Construction Punch List" is a document prepared at the time of Substantial Completion listing Work not conforming to the Contract Documents that the Design-Builder must complete prior to final payment.

2.4.6 "Construction Schedule" is the document prepared by Design-Builder that specifies the dates on which Design-Builder plans to begin and complete various parts of the construction phase services Work, and the Project, including dates on which information and approvals are required from Owner.



2.4.7 The “Contract Documents” consist of those documents identified in §14.1.

2.4.8 The “Contract Time” is the period between the Date of Commencement and total time authorized to achieve Final Completion.

2.4.9 “Day” means calendar day.

2.4.10 “Date of Commencement” is as provided for in §6.1.

2.4.11 “Defective Work” is any portion of the Work not in conformance to the requirements of the Contract Documents.

2.4.12 “Design-Build Solicitation” means the Request for Proposal referenced in Exhibit ‘A’.

2.4.13 “Final Completion” occurs on the date when Design-Builder’s obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable.

2.4.14 A Hazardous Material is any substance or material identified now or in the future as hazardous under any Laws or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up.

2.4.15 “Law” means a federal, tribal, state or local law, ordinance, code, rule, or regulation applicable to the Work with which Design-Builder must comply that are enacted as of the Agreement date.

2.4.16 “Others” means Owner’s other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.4.17 “Overhead” shall mean (a) payroll costs and other compensation of Design-Builder’s employees in Design-Builder’s principal and branch offices; (b) general and administrative expenses of Design-Builder’s principal and branch offices including charges against Design-Builder for delinquent payments; and (c) Design-Builder’s capital expenses, including interest on capital used for the Work.

2.4.18 The “Owner” is the person or entity identified in ARTICLE 1, and includes Owner’s representative.

2.4.19 The “Owner’s Program” is a description of Owner’s objectives, budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements, together with Schematic Design Documents which shall include drawings, Administrative Specifications, and other conceptual documents illustrating the Project’s basic elements, scale, and their relationship to the Worksite. The Owner’s Program was included in the Design-Build Solicitation.

2.4.20 The “Parties” are collectively Owner and Design-Builder.

2.4.21 The “Project,” as identified in ARTICLE 1, is the building, facility, or other improvements for which Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by Owner or Others.

2.4.22 “Project schedule” A schedule that shows the timing and sequencing of the design and construction required to meet the time criteria set forth in Owner’s Program. The Project includes the Construction Schedule and is coordinated with design phase service activities.



2.4.23 A “Subcontractor” is a person or entity retained by Design-Builder as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or any separate contractor employed by Owner or any separate contractor's subcontractors.

2.4.24 “Substantial Completion” of the Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Design-Builder's control. This date shall be confirmed by a certificate of Substantial Completion signed by The Parties.

2.4.25 A “Subsubcontractor” is a party or entity who has an agreement with a Subcontractor or other Subsubcontractor, or Supplier to perform any portion of the Work or to supply material or equipment.

2.4.26 A “Supplier” is a person or entity retained by Design-Builder to provide material and equipment for the Work.

2.4.27 “Terrorism” means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.28 The “Work” is the design services procured in accordance with §3.1, the construction services provided in accordance with §3.2, additional services in accordance with §3.11, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.4.29 “Worksite” means the geographical area of the Project location mentioned in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 DESIGN-BUILDER'S RESPONSIBILITIES

3.1 DESIGN SERVICES Pursuant to the schedule included in the Design-Build Solicitation (or an alternative, mutually agreeable schedule that Design-Builder shall submit for Owner's written approval), 35% Schematic Documents, 65% Design Development Documents, and Construction Documents (95% and 100%), based on the Contract Documents in existence at the time of the execution of this Agreement, including the Owner's Program and collaboration with Owner.

3.1.1 PRELIMINARY EVALUATION The Design-Builder shall review the Owner's Program, which is the initial description of Owner's objectives set forth in the solicitation for design-build services resulting in this Agreement, to ascertain the requirements of the Project and shall verify such requirements with the Owner. The Design-Builder's review shall also provide to the Owner a preliminary evaluation of the site with regard to access, traffic, drainage, parking, building placement and other considerations affecting the building, the environment and energy use, as well as information regarding applicable governmental laws, regulations and requirements. If available, the Design-Builder shall review Owner's existing geotechnical test reports but will not undertake any independent testing nor be required to furnish types of information derived from such testing in its preliminary evaluation. The Design-Builder shall also propose alternative architectural, civil, structural, mechanical, electrical and other systems for review by the Owner, in order to determine



the most desirable method of achieving the Owner's requirements in terms of cost, technology, quality and speed of delivery.

3.1.2 PRELIMINARY SCHEDULE The Design-Builder shall provide a preliminary schedule for the Owner's written approval in accordance with Specification Section 013216. The schedule shall show the activities of the Owner and the Design-Builder necessary to meet the Owner's completion requirements.

3.1.3 SCHEMATIC DESIGN DOCUMENTS (35%) The Design-Builder shall submit for the Owner's written approval Schematic Design Documents based on the agreed upon Preliminary Evaluation. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Projects basic elements, scale and their relationship to the Worksite. One set of these Documents shall be furnished to the Owner. When the Design-Builder submits the Schematic Design Documents, the Design-Builder shall identify in writing all material changes and deviations from the Design-Builder's preliminary evaluation, schedule and estimate. The Design-Builder shall update the preliminary schedule and preliminary estimate based on the Schematic Design Documents.

3.1.3.1 If Design-Builder submitted concept drawings in response to the solicitation for design-build services, a list of changes from its proposal concept shall be included with its 35% submittal.

3.1.4 The Design Development Documents (65%) shall further define the Project, including drawings and outline technical specifications fixing and describing the Project size and character as to site utilization, utilities, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. When Design-Builder submits the Design Development Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from the 35% Contract Documents. Changes in the Work contained in the Design Development Documents approved by Owner, to the extent these changes affect Design-Builder's original price or schedule, shall, upon the written notice of the Design-Builder, result in a Change Order pursuant to ARTICLE 8 adjusting the Contract Price or the Date of Substantial Completion or the Date of Final Completion. If Design-Builder does not provide written notice, it shall be assumed, there is no change in Contract Price or Time.

3.1.5 The Construction Documents (95% and 100% sets) shall set forth in detail the requirements for construction of the Work, and shall be based upon codes, laws, or regulations enacted at the time of their preparation. When Design-Builder submits the Construction Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from the 65% Design Development Documents or the Contract Documents in existence at the time of the execution of this Agreement (to the extent changes or deviations of the Contract Documents were not already disclosed in the submission of the Design Development Documents). Any changes in the Work contained in the final Construction Documents approved by Owner, to the extent these changes affect Design-Builder's original price or schedule, shall result in a Change Order pursuant to ARTICLE 8 adjusting the Contract Price or the Date of Substantial Completion or the Date of Final Completion. If Design-Builder does not provide written notice, it shall be assumed, there is no change in Contract Price or Time.

3.1.6 Construction shall be in accordance with the approved final (100%) Construction Documents.

3.1.7 Unless waived by Owner in writing, Design-Builder shall provide full Construction Documents in pdf format, two (2) full-sized sets and two (2) half-sized sets (11" x 17") of drawings; two (2) complete sets of bound specifications (8.5" x 11") These shall be furnished to Owner before commencing construction.



3.1.8 Design-Build shall build into its schedule two weeks after each design progress submittal (35%, 65%, etc.) for Owner to review and comment. Design Professional may continue design work during these periods under the risk of re-work.

3.1.9 OWNERSHIP OF DOCUMENTS

3.1.9.1 OWNERSHIP OF TANGIBLE DOCUMENTS Owner shall receive ownership of the property rights of all documents, drawings, specifications, electronic data, and information (hereinafter "Documents") prepared, provided or procured by Design-Build, its Design Professional, Subcontractors, or consultants and distributed to Owner for this Project, upon the making of final payment to Design-Build or in the event of termination under ARTICLE 11, upon payment for all sums due to Design-Build pursuant to ARTICLE 11.

3.1.9.2 COPYRIGHT The Parties agree that Owner shall not obtain ownership of the copyright of all Documents, but Owner shall have full rights without restrictions or copyright infringements to use, to reproduce, and to make derivative works of the Documents for other projects. Design-Build and its Design Professional, Subcontractors and consultants may also re-use Documents for other projects not involving Owner.

3.1.9.3 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 11, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under §3.1.3.1, provided payment has been made pursuant to §3.1.3.1

3.1.9.4 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, Owner may reuse, reproduce, or make derivative works from the Documents for other projects without objection by Design-Build, its Design Professional, Subcontractors and consultants. Owner's use of the Documents without Design-Build's involvement or on other projects is at Owner's sole risk, except for Design-Build's indemnification obligations, and Owner shall indemnify and hold harmless Design-Build, its Design Professional, Subcontractors, and consultants, and the agents, officers, directors, and employees of each of them, from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from any such prohibited use.

3.1.9.5 DESIGN-BUILDER'S USE OF DOCUMENTS Where Design-Build has transferred its copyright interest in the Documents under §3.1.3.1, Design-Build may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole, unless written permissions have been obtained from Owner.

3.2 CONSTRUCTION SERVICES

3.2.1 Construction will commence upon the issuance by Owner of a written notice to proceed for construction.

3.2.2 In order to complete the Work, Design-Build shall provide all necessary construction supervision, inspection, construction equipment, construction labor, materials, tools, and subcontracted items.

3.2.3 COMPLIANCE WITH LAW Design-Build shall give all notices and comply with all Laws at its own costs. Design-Build shall be liable to Owner for all loss, cost, and expense attributable to any acts or omissions by Design-Build, Design Professional, their employees, subcontractors, and



agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if notice to Owner was given, and advance approval by appropriate authorities, including Owner, is received.

3.2.3.1 CHANGES IN LAW The Contract Price or Contract Time, or both shall be equitably adjusted by Change Order for additional costs or time needed resulting from any change in Law, including increased taxes, enacted after the date of this Agreement.

3.2.4 Design-Builder shall maintain the Schedule of Work. Refer to Section 013216 of the Administrative Specifications.

3.2.5 Design-Builder shall obtain and Design-Builder shall pay for all building permits necessary for the construction of the Project.

3.2.5.1 If required, Design-Builder shall be responsible for developing a SWPP plan and all costs and inspections associated with the SWPP plan.

3.2.6 Design-Builder shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. Owner and its representatives shall be afforded access to all Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to Work performed on the basis of actual cost. Design-Builder shall preserve all such records for a period of three (3) years after the final payment or longer where required by law.

3.2.6.1 If Project includes public funding, the public agency shall have rights to review all documentation to the fullest extent permitted, regardless of whether it is a formal audit.

3.2.7 Design-Builder shall provide periodic written reports to Owner on the progress of the Work in such detail as is required in the Administrative Specifications or as by agreed to by The Parties.

3.2.8 Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.2.8.1 After fourteen (14) days' written notice, if Design-Builder fails to comply with this Section, Owner may hire a third-party to remedy and such costs shall be reimbursed to Owner by Design-Builder. This is in addition to other rights Owner has under this Agreement.

3.2.9 Design-Builder shall prepare and submit to Owner:

X final marked up as-built drawings
_ updated electronic data in AutoCAD and .pdf formats

that generally document how the various elements of the Work including changes were actually constructed or installed per Section 017839 of the Administrative Specifications.

3.3 CONSTRUCTION SCHEDULE Refer to Section 013216 of the Administrative Specifications.

3.4 SAFETY OF PERSONS AND PROPERTY



3.4.1 SAFETY PRECAUTIONS AND PROGRAMS Design-Build shall have overall responsibility for safety precautions and programs in the performance of the Work including its Subcontractors, Subsubcontractors, Suppliers and others under its control. Design-Build shall be the primary party responsible for safety of the Project site.

3.4.1.1 The presence of Owner, their representatives, agents or others at the Worksite shall neither create any responsibility for Design-Build's safety by Owner, nor relieves the Design-Build of its responsibilities in regard to safety. Design-Build shall be in control of Worksite and Worksite safety at all times through Substantial Completion as well as responsible for its work areas during Construction Punchlist work prior to Final Completion and during any warranty work after Final Completion.

3.4.2 Design-Build shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect:

3.4.2.1 its employees and other persons at the Worksite;

3.4.2.2 materials, supplies, and equipment stored at the Worksite for use in performance of the Work; and

3.4.2.3 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.4.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE Design-Build shall designate an individual at the Worksite in the employ of Design-Build who shall act as Design-Build's designated safety representative with a duty to prevent accidents. Unless otherwise identified by Design-Build in writing to Owner, the designated safety representative shall be Design-Build's project superintendent. Design-Build will report immediately in writing all accidents and injuries occurring at the Worksite to Owner. When Design-Build is required to file an accident report with a public authority, Design-Build shall furnish a copy of the report to Owner.

3.4.4 Design-Build shall provide Owner with copies of all notices required of Design-Build by Law. Design-Build's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

3.4.4.1 Refer to additional requirements in Specification Section 013523, "Safety Requirements."

3.4.5 Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Design-Build, or anyone for whose acts Design-Build may be liable including but not limited to Subcontractors, Suppliers and Subsubcontractors, shall be promptly remedied by Design-Build. Damage or loss attributable to the acts or omissions of Owner or Others and not to Design-Build shall be promptly remedied by Owner.

3.4.6 If Owner or its representatives deems any part of the Work or Worksite unsafe, Owner or its representatives, without assuming responsibility for Design-Build's safety program, may require Design-Build to stop performance of the Work or take corrective measures satisfactory to Owner, or both. If Design-Build does not adopt corrective measures, Owner may, among other actions allowed for in the Contract Documents, perform them and reduce the amount of the Contract Price by the costs of the corrective measures. Design-Build agrees to make no claim for damages, for an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion based on Design-Build's compliance with Owner's reasonable request.



3.5 EMERGENCIES In any emergency affecting the safety of persons or property, not directly or indirectly caused by Design-Builder, Design-Builder shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price, the Date of Substantial Completion, or the Date of Final Completion, on account of emergency work shall be determined as a Change Order.

3.6 HAZARDOUS MATERIAL

3.6.1 Design-Builder shall not be obligated to commence or continue Work until all Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

3.6.2 If after commencing the Work, Hazardous Material is discovered at the Project, Design-Builder shall be entitled to immediately stop Work in the affected area. Design-Builder shall report the condition to Owner and, if required, the government agency with jurisdiction.

3.6.3 Design-Builder shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction. Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Project schedule.

3.6.4 If Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the date of Substantial Completion. Design-Builder shall endeavor, to the extent possible, to minimize additional costs to Owner and delays incurred by the discovery of Hazardous Material by working with Owner on mutually agreeable and compliant solutions.

3.6.5 To the extent not caused by the negligent or wrongful acts or omissions of Design-Builder, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall indemnify and hold harmless Design-Builder, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution process, to the extent permitted pursuant to §6.5, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.7 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Design-Builder, Subcontractors, Owner or Others, shall be maintained at the Project by Design-Builder and made available to Owner and Subcontractors.

3.7.1 During Design-Builder's performance of the Work, Design-Builder shall be responsible for the proper handling, application, storage, removal, and disposal of all materials brought to the Worksite by Design-Builder and its Subcontractors, Subsubcontractors, Suppliers and others under its charge. Design-Builder shall retain responsibility of such materials if brought to the Worksite in the performance of Construction Punchlist or warranty work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Design-Builder if such materials or substances are required by the Contract Documents.

3.7.2 §3.6 shall survive the completion of the Work under this Agreement or any termination of this Agreement.



3.8 WARRANTY

3.8.1 Design-Builder warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion if stated in writing.

3.8.2 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer.

3.8.3 Design-Builder shall secure required certificates of inspection, testing, or approval and deliver them to Owner.

3.8.4 Design-Builder shall collect all written warranties and equipment manuals and deliver them to Owner in a format consistent with Specifications and approved as a submittal.

3.8.5 With the assistance of Owner's maintenance personnel, Design-Builder shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness as outlined in the Specifications.

3.9 CORRECTION OF WORK WITHIN ONE YEAR

3.9.1 Before Substantial Completion and within one year after the date of Substantial Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents, if any Defective Work is found, Owner shall notify Design-Builder in writing. Unless Owner provides written acceptance of the condition, Design-Builder shall fourteen (14) days,' or as otherwise agreed to by the Parties, correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible

3.9.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of Work is complete.

3.9.3 Before final payment, if Design-Builder fails to correct Defective Work within fourteen (14) days' or as otherwise agreed to by the Parties after receipt of written notice from Owner , Owner may correct Defective Work in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due Design-Builder. If payments then or thereafter due Design-Builder are not sufficient to cover such amounts, Design-Builder shall pay the difference to Owner.

3.9.4 After final payment and before the end of the one-year warranty, if Design-Builder fails to correct Defective Work within fourteen (14) days,' or as otherwise agreed to by the Parties, after receipt of written notice from Owner after final payment, Owner may correct Defective Work. Owner shall provide Design-Builder with an invoice of the work and any associated costs, and Design-Builder shall not reasonably withhold payment. Design-Builder may dispute the costs under the dispute provisions of this Agreement.

3.9.5 Design-Builder's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Design-Builder and allow Design-Builder an opportunity to correct the Work if Design-Builder elects to do so. If Design-Builder elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete



the correction of Work within a mutually agreed timeframe. If Design-Builder does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from Design-Builder, Owner shall promptly provide Design-Builder with an accounting of the correction costs it incurs.

3.9.6 If Design-Builder's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Design-Builder shall be responsible for the cost of correcting the destroyed or damaged property.

3.9.7 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Design-Builder's other obligations under the Contract Documents.

3.9.8 Before final payment, at Owner's option and with Design-Builder's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.10 CONFIDENTIALITY Design-Builder shall treat as confidential and not disclose to third-persons, except Subcontractors, Subsubcontractors, and Design Professional as is necessary for the performance of the Work, or use for its own benefit any of Owner's developments, confidential information, know-how, discoveries, production methods, and the like that may be disclosed to Design-Builder or which Design-Builder may acquire in connection with the Work. Owner shall treat as confidential information all of Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to Owner in connection with the performance of this Agreement. The Parties shall each specify those items to be treated as confidential and shall mark them as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

3.11 ADDITIONAL SERVICES Design-Builder shall provide or procure the following Additional services upon receipt of an executed, written Change Directive or Change Order. Such Additional Services shall be considered a Change in Work, unless they are specifically included in §3.1 or §3.2 3.2 or elsewhere in the Contract Documents.

3.11.1 Assisting in the developing Owner's Program, establishing the Project budget, investigating sources of financing, general business planning, and other information and documentation as may be required to establish the feasibility of the Project;

3.11.2 Consultations, negotiations, and documentation supporting the procurement of Project financing;

3.11.3 Appraisals of existing equipment, existing properties, new equipment, and developed properties;

3.11.4 Soils, subsurface, and environmental studies, reports, and investigations required for submission to governmental authorities or others having jurisdiction over the Project unless otherwise designated as part of the Work;

3.11.5 Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits;

3.11.6 Artistic renderings, models, and mockups of the Project or any part of the Project or the Work;



3.11.7 Inventories of existing furniture, fixtures, furnishings, and equipment which might be under consideration for incorporation into the Project;

3.11.8 Procurement and placement of furniture, furnishings, artwork, and decorations;

3.11.9 Making revisions to final design documents after they have been approved by Owner when revisions are due to causes beyond the reasonable control of Design-Builder. Causes beyond the reasonable control of Design-Builder do not include acts or omissions on the part of Subcontractors, Subsubcontractors, Suppliers, or Design Professional;

3.11.10 Design, coordination, management, expediting, and other services supporting the procurement of materials to be obtained, or work to be performed, by Owner, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems, and other specialty systems which are not otherwise a part of this Agreement;

3.11.11 Estimates, proposals, appraisals, consultations, negotiations, and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of Design-Builder;

3.11.12 The premium portion of overtime work ordered by Owner in writing, including productivity impact costs, other than that required by Design-Builder to maintain the Schedule of Work;

3.11.13 Unless as otherwise included in the Contract Documents, out-of-town travel by Design Professional in connection with the Work, except between Design Professional's office, Design-Builder's office, Owner's office, and the Project site;

3.11.14 Services for tenant or rental spaces not required by this Agreement;

3.11.15 Providing services relating to Hazardous Material discovered at the Worksite;

3.11.16 Acting as a Green Building Facilitator as identified in the ConsensusDocs 310 Green Building Addendum or separate addenda, which, at a minimum, shall include: (a) coordinating and facilitating the achievement of elected green measures and green status, such as achieving Leadership in Energy and Environmental Design "LEED" certification; (b) identifying, preparing, and submitting necessary documentation for elected green status; and (c) identifying project participants responsible to complete physical and procedural green measures. Performing energy ratings/testing is excluded as an extra service if specified as being part of the Work;

3.11.17 Other services as agreed to by the Parties and identified in an attached exhibit.

3.12 DESIGN-BUILDER'S REPRESENTATIVE Design-Builder shall designate a person who shall be Design-Builder's authorized representative. Design-Builder's Representative is (TBD).

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY OWNER Owner's responsibilities under this article shall be provided with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION At the written request of Design-Builder, Owner shall provide Design-Builder evidence of Project funding.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, Owner shall provide at Owner's expense and with reasonable promptness:



4.3.1 Information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 Tests, inspections, and other reports dealing with unforeseen environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law;

4.3.3 Any other information or services requested in writing by Design-Builder which are required for Design-Builder's performance of the Work and under Owner's control.

4.4 MECHANICS AND CONSTRUCTION LIEN INFORMATION It shall be the responsibility of the Design-Builder to design and construct the project while keeping the Owner's property free from any and all mechanic's or other liens.

4.5 RESPONSIBILITIES DURING DESIGN

4.5.1 Owner shall review and approve further development of the drawings and specifications as set forth in ARTICLE 3.

4.6 RESPONSIBILITIES DURING CONSTRUCTION

4.6.1 Owner shall review the Construction Schedule, timely approve milestone dates set forth, and timely respond to its obligations.

4.6.2 If Owner becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, Owner shall give prompt written notice to Design-Builder. The failure of Owner to give such notice shall neither relieve Design-Builder of its obligations to fulfill the requirements of the Contract Documents, nor create any liability for Owner, its agents or representatives who may review the design documents.

4.6.3 Owner shall have no contractual obligations to Subcontractors, Subsubcontractors, Suppliers, or Design Professional.

4.6.4 Owner shall provide insurance for the Project as provided in ARTICLE 10.

4.7 TAX EXEMPTION If in accordance with Owner's direction Design-Builder qualifies for an exemption for taxes, Owner shall indemnify and hold Design-Builder harmless from all liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's direction.

4.8 Owner's Representative is (TBD). Owner's representative shall: (a) be fully acquainted with the Project; (b) agree to furnish the information and services required of Owner in a timely manner; and (c) have the authority to bind Owner in all matters requiring Owner's approval, authorization or written notice. If Owner changes its representative or the representative's authority as listed above, Owner shall notify Design-Builder in writing in advance.

ARTICLE 5 SUBCONTRACTS

5.1. RETAINING SUBCONTRACTORS Design-Builder shall not retain any Subcontractors or Suppliers to whom Owner has a reasonable objection, provided that Owner agrees to increase the Contract Price for any additional costs incurred by Design-Builder as a result of such objection. Owner may propose subcontractors to be considered by Design-Builder. Design-Builder shall not be required to retain any subcontractor to whom Design-Builder has a reasonable objection.



5.2. MANAGEMENT OF SUBCONTRACTORS Design-Builder shall be responsible for the management and supervision of its of Subcontractors, Subsubcontractors, and Suppliers in the performance of their work.

5.3. CONTINGENT ASSIGNMENT OF SUBCONTRACT AGREEMENTS

5.3.1. If this Agreement is terminated, each subcontract, supplier and subsubcontract agreement shall be assigned by Design-Builder to Owner, subject to the prior rights of any surety, provided that:

5.3.1.1. this Agreement is terminated by Owner pursuant to §11.2 or §11.3; and

5.3.1.2. Owner accepts such assignment, after termination by notifying the Subcontractor, Subsubcontractor, Supplier and Design-Builder in writing, and assumes all rights and obligations of Design-Builder pursuant to each subcontract or supply agreement.

5.4. BINDING OF SUBCONTRACTORS AND SUPPLIERS Design-Builder agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its Subsubcontractors and Suppliers) to all the provisions of this Agreement and the Contract Documents' applicable provisions to that portion of the Work.

ARTICLE 6 CONTRACT TIME

6.1. DATE OF COMMENCEMENT The Date of Commencement shall be the written Notice to Proceed (NTP) issued by Owner. Separate NTPs shall be issued for design and construction. Parties shall work together to identify any long-lead materials for which a separate NTP may be issued..

6.2. SUBSTANTIAL COMPLETION/FINAL COMPLETION

6.2.1. Substantial Completion of the Work shall be achieved by [TBD]. Unless otherwise specified, the Work shall be finally complete within fourteen (14) calendars days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

6.2.2. Time is of the essence with regards to the obligations of the Contract Documents.

6.2.3. The Date of Final Completion of the Work is [] or within fourteen (14) calendars days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

6.2.4. Unless otherwise instructed by an Change Directive, Design-Builder shall not knowingly commence the Work before the effective date of insurance required to be provided by Design-Builder. Bonds shall also be submitted by Design-Builder prior to commencement of Work.

6.3. DELAYS AND EXTENSIONS OF TIME

6.3.1. If Design-Builder is delayed at any time in the commencement or progress of the Work by any cause beyond the reasonable control of Design-Builder, Design Professional, Subcontractor, Subsubcontractor or Supplier, Design-Builder shall be entitled to an equitable extension of the Date of Substantial Completion and/or the Date of Final Completion. Examples of causes beyond the control of Design-Builder include, but are not limited to, the following: (a) acts or omissions of Owner or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner in writing; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not



reasonably foreseeable; (f) labor disputes not involving Design-Builder; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions, (l) adverse weather conditions not reasonably anticipated (Design-Builder shall submit weather analysis). Design-Builder shall process any requests for equitable extensions of the Date of Substantial Completion or the Date of Final Completion in accordance with the provisions of ARTICLE 8.

6.3.2. In addition, if Design-Builder incurs additional costs as a result of a delay that is caused by acts or omissions of Owner, changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work, encountering Hazardous Materials unanticipated by Design-Builder or concealed or unknown conditions, delay authorized by Owner pending dispute resolution, and suspension by Owner under §ARTICLE 11, Design-Builder shall be entitled to an equitable adjustment in the Contract Price subject to §6.5.

6.3.3. In the event delays to the project are encountered for any reason, the Parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.4. LIQUIDATED DAMAGES

6.4.1. SUBSTANTIAL COMPLETION It is agreed that any delays in the completion of Design-Builder's Work may cause Owner to incur additional costs, losses, expenses and penalties. Design-Builder and Owner agree that such damages may be difficult to determine and accurately specify. Therefore, Design-Builder agrees that if the dates of completion of its Work are not met, then Design-Builder shall pay Owner \$600.00 per calendar day after Substantial Completion as liquidated damages and not as a penalty for each day that Design-Builder's Work extends beyond the date called out in this contract. The payment of liquidated damages by Design-Builder is in addition to all other claims and rights that Owner may have and shall not be the exclusive remedy for Owner in the event of delays by Design-Builder. Owner specifically reserves the right to seek compensation for claims from third parties that arise out of Design-Builder's delay.

6.4.2. FINAL COMPLETION Owner and Design-Builder agree that this Agreement X shall/ [] shall not provide for the imposition of liquidated damages based on the Date of Final Completion. The amount of liquidated damages shall be the same as identified under Substantial Completion.

6.5. LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.4 and excluding losses covered by insurance required by the Contract Documents, Owner and Design-Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency.

ARTICLE 7 CONTRACT PRICE

7.1 The Contract Price is (TBD) dollars (\$[]) subject to adjustment as provided in ARTICLE 8.

7.2 Design-Builder shall be responsible for including in its design all items identified in the Contract Documents for their proposed price (bid). If Design-Builder purposefully or accidentally omits items identified in the Contract Documents, Design-Builder shall update its design to include such items at no



additional cost to Owner. Owner may, at its sole discretion, agree to a downward adjustment of Design-Builder's compensation via Change Order for items not provided, but nothing shall require Owner to make such an agreement.

7.3 All reimbursable expenses shall be included in Design-Builder's Schedule of Values and are not separate from Design-Builder's agreed upon Schedule of Values.

ARTICLE 8 CHANGES IN THE WORK

Changes in the Work that are within the general scope of this Agreement may be accomplished without invalidating this Agreement by Change Order, Change Directive, or a minor change in the Work, subject to the limitations stated in the Contract Documents.

8.1. CHANGE ORDERS

8.1.1. Design-Builder may request, or Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of adjustment to the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order and processed in accordance with this article and the Contract Documents. Each adjustment in the Contract Price resulting from a Change Order shall clearly separate the amount attributable to Design services.

8.1.2. The Parties shall negotiate an appropriate adjustment to Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion shall not be unreasonably withheld.

8.1.3. NO OBLIGATION TO PERFORM Design-Builder shall not be obligated to perform changes in the Work until a Change Order has been executed or a written Change Directive has been issued.

8.1.4. Change orders shall not include billable time from Design-Builder's project manager or other overhead staff. Any indirect costs shall have attached backup. No generic general conditions markup shall be allowed in addition to overhead and profit markup.

8.1.5.

8.2. CHANGE DIRECTIVE

8.2.1. Owner may issue a written Change Directive directing a change in the Work before agreeing on an adjustment, if any, in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion, and if appropriate, the compensation for Design services. Refer to Specification Section 012600

8.2.2. The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion, and if appropriate the compensation for Design services, arising out of the Change Directive. As the changed work is completed, the Design Builder shall submit its costs for such work with its Application for Payment beginning with the next Application for Payment within thirty (30) Days of the issuance of the Change Directive. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work.



8.2.3. If the Parties agree upon the adjustments in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion, and if appropriate, the compensation for Design services, for a change in the Work directed by a written Change Directive, such agreement shall be the subject of an appropriate Change Order.

8.3. MINOR CHANGES IN THE WORK

8.3.1. Only in coordination with Owner, Design-Builder may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion; and do not materially and/or adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment, or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

8.3.2. Design-Builder shall promptly inform Owner in writing of any such changes and shall record such changes on the Design-Build Documents maintained by Design-Builder.

8.4. CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered in the region, Design-Builder shall stop affected Work after the concealed or unknown condition is first observed and give prompt written notice of the condition to Owner. Owner shall investigate and, if in agreement with Design-Builder's assertion, it will then issue a Change Directive directing how Design-Builder is to proceed. Any change in the Contract Price or Contract Time as a result of the condition, including any dispute about its existence or nature, shall be determined as provided in this ARTICLE 8.

8.5. DETERMINATION OF COST

8.5.1. An increase or decrease in the Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

8.5.1.1. unit prices set forth in this Agreement or as subsequently agreed;

8.5.1.2. a mutually accepted, itemized lump sum; or

8.5.1.3. COST OF THE WORK refer to Specification Section 012600.

8.5.1.3.1. COST REPORTING Design-Builder shall maintain complete and current records that comply with generally accepted accounting principles and calculate the Cost of Work. Owner shall be afforded access to Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to requested payment for Cost of the Work. Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by Law;

8.5.1.3.2. COST AND SCHEDULE ESTIMATES Design-Builder shall use reasonable skill and judgment in the preparation of a cost estimate or schedule for a change to the Work but does not warrant or guarantee their accuracy.

8.5.2. If unit prices are indicated in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a



proposed Change Order that the original unit prices will cause substantial inequity to Owner or Design-Builder, such unit prices shall be equitably adjusted.

8.6. **CHANGES NOTICE** For any claim for an increase in the Contract Price or an extension in the Date of Substantial Completion or the Date of Final Completion, Design-Builder shall give Owner written notice of the claim within seven (7) Days after the occurrence giving rise to the claim or within seven (7) Days after Design-Builder first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by Owner, but which do not proceed, shall be made within seven (7) Days after the decision is made not to proceed. Thereafter, Design-Builder shall submit written documentation of its claim, including appropriate supporting documentation, within seven (7) Days after giving notice, unless the Parties mutually agree upon a longer period of time. Owner shall respond in writing denying or approving Design-Builder's claim no later than fourteen (14) Days after receipt of Design-Builder's documentation of claim. Owner's failure to so respond shall be deemed a denial of Design-Builder's claim. Any change in Contract Price or the Date of Substantial Completion and/or the Date of Final Completion resulting from such claim shall be authorized by written Change Order.

8.7. **INCIDENTAL CHANGES** Owner may direct Design-Builder to perform incidental changes in the Work upon concurrence with Design-Builder that such changes do not involve adjustments in the Cost of the Work and/or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Design-Builder. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 9 PAYMENT

9.1. **SCHEDULE OF VALUES** No later than twenty-one (21) Days prior to Design-Builder's first pay application submittal, or as otherwise agreed by the Parties, Design-Builder shall prepare and submit to Owner a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the Contract Price.

9.1.1. If Owner agrees, Design-Builder may submit a preliminary Schedule of Values for just the design phase, which shall be broken down into the 35%, 65%, 95%, 100% and CA phases. The construction phase SOV shall still be required prior to twenty-one (21) days prior to invoicing for construction items.

9.1. PROGRESS PAYMENT

9.1.1. Refer to Specification Section 012976.

9.1.2. On or before the tenth (10th) Day of each month after the Work has commenced, Design-Builder shall submit to Owner an application for payment in accordance with Specification Section 012976. Terms shall be net thirty (30) days, unless otherwise provided for in the Contract Documents.

9.1.3. If Owner fails to pay Design-Builder at the time payment of any amount becomes due, then Design-Builder may, at any time thereafter, upon serving written notice to Owner that the Work will be stopped after fourteen (14) Days after receipt of the notice by Owner, and after such fourteen (14) Day period, stop the Work until payment of the amount owing has been received.

9.1.4. Payments due but unpaid pursuant to §9.1, less any amount retained pursuant to §9.2 or §9.3, shall not bear interest from the date payment is due at the prime rate prevailing at the place of the Project.



9.1.5. Design-Builder warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to Owner upon receipt of such payment by Design-Builder free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to as "liens."

9.1.6. Owner's progress payment, occupancy, or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

9.1.7. **STORED MATERIALS AND EQUIPMENT** Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite, including applicable insurance, storage and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by Design-Builder of bills of sale and proof of required insurance, or such other procedures satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the site. Seven (7) days shall be added to payment terms if materials are stored offsite to allow for additional coordination by Owner's Project Manager.

9.1.8. Design-Builder shall submit with each application for payment a conditional, partial lien release in the amount of each pay application. Design-Builder shall submit a final lien release with its final application for payment.

9.2. **RETAINAGE** From each progress payment made before the time of Substantial Completion, Owner may retain ten percent (10%) of the amount otherwise due after deduction of any amounts as provided in §9.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

9.2.1. After the Work is fifty percent (50%) complete (as determined by 50% of the Contract Price), Owner may elect to withhold no additional retainage and pay Design-Builder the full amount due on account of subsequent progress payments. Owner may elect to reimpose retainage at the rate in Section 9.2 at any time at its sole discretion.

9.2.2. Owner may, in its sole discretion, reduce the amount to be retained at any time;

9.2.3. Owner, in its sole discretion, may release retainage on that portion of the Work the Design-Builder or a Subcontractor has completed, in whole or in part, and which work Owner has accepted;

9.3. **ADJUSTMENT OF AN APPLICATION FOR PAYMENT** Owner may adjust or reject an application for payment or nullify a previously approved application for payment, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following (but not limited to), to the extent that Design-Builder is responsible under this Agreement:

9.3.1. Design-Builder's failure to perform the Work as required by the Contract Documents;

9.3.2. except as accepted by the insurer providing Builder's Risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by Design-Builder to Owner, or others to whom Owner may be liable;

9.3.3. Design-Builder's failure to pay either Design Professional, Subcontractor(s), Subsubcontractor(s) or Supplier(s) following receipt of payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Constructor in accordance with the terms of this Agreement;



9.3.4. Defective Work not corrected in a timely fashion;

9.3.5. reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion or the Date of Final Completion, and that the unpaid balance of the Contract Price is not sufficient to offset any direct damages that may be sustained by Owner as a result of the anticipated delay caused by Design-Builder;

9.3.6. reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work;

9.3.7. uninsured third-party claims involving Design-Builder or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Design-Builder furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

9.3.8 No later than ten (10) Days after receipt of an application for payment, Owner shall give written notice to Design-Builder, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Design-Builder in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.3.8.1 Within the same ten (10) Day period, Owner may request clarifications of the Design-Builder's application for payment in lieu of rejecting certain items, which the Design-Builder shall respond in a prompt manner. When Design-Builder resubmits a corrected invoice, the payment terms shall restart on the date the corrected invoice is resubmitted.

9.4. OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK
Portions of the Work that are completed or partially completed may be used or occupied by Owner when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) or sureties' consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. Design-Builder shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to Owner.

9.5. FINAL PAYMENT

9.5.1. Refer to Specification Section 017000 for closeout requirements prior to Final Payment.

9.5.2. In making final payment Owner waives all claims except for:

9.5.2.1. outstanding liens;

9.5.2.2. improper workmanship or defective materials appearing within one year after the date of Substantial Completion or as otherwise established;

9.5.2.3. Work not in conformance with the Contract Documents; and

9.5.2.4. terms of any special warranties required by the Contract Documents.

9.5.3. In accepting final payment, Design-Builder waives all claims except those previously made in writing and which remain unsettled.

ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS



10.1. INDEMNITY

10.1.1. To the fullest extent permitted by law, Design-Builder shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property required to be insured per the Contract Documents, including reasonable attorneys' fees, costs, and expenses that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Design-Builder shall not be required to indemnify or hold harmless the Indemnitees for any negligent or intentionally wrongful acts or omissions of the Indemnitees. Design-Builder shall be entitled to reimbursement of any defense costs paid above Design-Builder's percentage of liability for the underlying claim to the extent provided for by the subsection below.

10.1.2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Design-Builder, its officers, directors, or members, Subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured per the Contract Documents, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by the subsection above.

10.1.3. NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Design-Builder, anyone directly or indirectly employed by Design-Builder or anyone for whose acts Design-Builder may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Design-Builder under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

10.2. INSURANCE

10.2.1. Before commencing the Work and as a condition for payment, Design-Builder shall procure and maintain in force all minimum insurance limits required herein or by statute, whichever is higher, including but not limited to Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Design-Builder shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Design-Builder's Employers' Liability, Business Automobile Liability, and CGL policies shall be written with at least the following limits of liability:

10.2.1.1. Employers' Liability Insurance (Workers' Compensation Insurance): With respect to all personnel performing Work, Design-Builder shall maintain insurance in accordance with applicable laws relating to Workers' Compensation and Employers' Liability Insurance. Design-Builder shall carry Employers' Liability Insurance with limits not less than:

- (a) 1,000,000 bodily injury by accident per accident
- (b) \$1,000,000 bodily injury by disease policy limit
- (c) \$1,000,000 bodily injury by disease per employee



10.2.1.2. Business Automobile Liability Insurance; Coverage shall include owned, hired and non-owned with a combined single limit of not less than \$1,000,000 for bodily injury (including death) and property damage of not less than:

per accident \$1,000,000.

10.2.1.3. Commercial General Liability Insurance: Coverage shall be provided on an occurrence basis, and shall not contain explosion, collapse, and/or underground property damage hazards exclusions, but shall include, but not be limited to, premises-operations, products, contractual, broad-form property damage, with limits as follows:

- (a) Per occurrence \$1,000,000
- (b) General aggregate \$2,000,000, excluding Products/Completed Operations Aggregate
- (c) Products/completed operations aggregate \$2,000,000
- (d) Personal and advertising injury limit \$1,000,000

10.2.1.4 Umbrella/Excess Liability Policy. Design-Builder shall maintain, in addition to the coverages listed above, a \$5,000,000 umbrella/excess liability policy, in excess of its commercial general liability, business automobile and employer's liability policies.

10.2.1.5 Design-Builder shall maintain in effect all insurance coverage required under §10.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. Contractor shall utilize insurance carriers having a minimum financial strength rating from A.M. Best of A-, IX or better. If Design-Builder fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Design-Builder, or terminate this Agreement.

10.2.1.6 To the extent commercially available to Design-Builder and its current insurance company, insurance policies required under §10.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Design-Builder shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §10.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Design-Builder shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

10.2.1.7 No Limitation. The requirements of this Section 10 as to insurance and acceptability of insurers and insurance to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations of the Contractor under this Agreement.

10.2.1.8 Waiver of Subrogation. Contractor hereby waives all rights of subrogation against the Owner, its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by these insurance policies.

10.2.1.9 Deductible. The Contractor shall be responsible for any deductible.



10.2.1.10 Additional Insureds. Contractor shall name, Owner, their officers, directors, employees and agents, as additional insureds on all insurance policies required by this Section 10 except worker's compensation and professional liability.

10.2.1.11 Insurance policies required by Contractor in this Agreement shall be primary and non-contributory to any insurance policies held by Owner.

10.3. PROPERTY INSURANCE

10.3.1. Unless otherwise directed in writing by Owner, before starting the Work, Design-Builder shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also: (a) name Design-Builder, Subcontractors, Subsubcontractors, Suppliers, and Design Professional as insureds; (b) be written in such form as to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

10.3.1.1. the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, ~~flood~~, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused;

10.3.1.2. damage resulting from defective design, workmanship, or material;

10.3.1.3. coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant, or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;

10.3.1.4. equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

10.3.1.5. testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

~~10.3.1.6. physical loss resulting from Terrorism.~~

10.3.2. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §10.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Design-Builder has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Design-Builder shall provide a copy of the property policy or policies obtained in compliance with §10.3.1.

10.3.3. If Owner elects to purchase the property insurance required by this Agreement, including all of the same coverages and deductibles for the same duration specified in §10.3.1, then Owner shall give written notice to Design-Builder and the Design Professional before the Work is commenced and



provide a copy of the property policy or policies obtained in compliance with §10.3.1. Owner may then provide insurance to protect its interests and the interests of the Design-Builder, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

10.3.4. The Parties waive all rights against each other and their respective employees, agents, contractors, subcontractors and subsubcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.

10.3.5. RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §10.3.1 until the Date of Final Completion.

10.4. ROYALTIES, PATENTS, AND COPYRIGHTS Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Design-Builder and incorporated in the Work. Design-Builder shall indemnify and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to indemnify and hold Design-Builder harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner.

10.5. PROFESSIONAL LIABILITY INSURANCE Design-Builder shall obtain, either itself or through Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

☒ Practice Policy or ☐ Project Specific Coverage

written for not less than \$1,000,000 per claim and in the aggregate with a deductible not to exceed \$25,000. The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by Design Professional. This coverage shall be continued in effect for [_____] year(s) after the Date of Substantial Completion.

10.6. BONDING

10.6.2. Performance and Payment Bonds ☒ are/ ☐ are not required of Design-Builder. Such bonds shall be issued by a surety licensed in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without reasonable cause.

10.6.3. Such Performance Bond shall be issued in the penal sum equal to one hundred percent (100%) of the:

- ☒ Contract price, including design and construction.
☐ Agreed estimated construction cost of the Project as reflected in the Schedule of Values.

Such Performance Bond shall cover the cost to complete the Work regardless whether or not insurance is provided or in an amount sufficient to cover damages.

10.6.4. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond. Design-Builder's payment bond for the Project, if any, shall be made available by Owner or Design-Builder upon Subcontractor's written request.



10.6.5. Design-Builder shall endeavor to keep its surety advised of changes within the scope of the initial Agreement potentially impacting the Contract Price or the Dates of Substantial Completion or Final Completion, though Design-Builder shall require that its surety waives any requirement to be notified of any alteration or extension of time.

10.6.6. Owner shall not assume any liability to Design-Builder or surety due to Design-Builder's or Owner's failure to provide notice of changes or defaults.

ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION

11.1. SUSPENSION BY OWNER FOR CONVENIENCE

11.1.1. Owner may order Design-Builder in writing to suspend, delay, or interrupt all or any part of the Work without cause for such period of time as Owner may determine to be appropriate for its convenience.

11.1.2. Adjustments caused by suspension, delay, and/or interruption shall be made for increases in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion. No adjustment shall be made if Design-Builder is or otherwise would have been responsible for the suspension, delay, and/or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment. If Design-Builder is only partially responsible for suspension, delay, and/or interruption, then a prorated adjustment shall be made accordingly.

11.2. NOTICE TO CURE A DEFAULT

11.2.1. If Design-Builder fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Construction Schedule, fails to provide full-time supervision, or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of the Contract Documents, Design-Builder may be deemed in default.

If Design-Builder fails within five (5) Days after receipt of written notice to commence and continue satisfactory correction of such default, then Owner shall give Design-Builder a second notice to correct the default within a three (3) Day period.

11.2.2. After receiving Owner's written notice, if Design-Builder fails to promptly commence and continue satisfactory correction of the default, then Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing any reasonable means; (c) withhold payment due to Design-Builder; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Design-Builder the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

11.2.3. In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of a default without first giving written notice to Design-Builder, but shall give Design-Builder prompt notice.

11.3. OWNER'S RIGHT TO TERMINATE FOR DEFAULT

11.3.1. **TERMINATION BY OWNER FOR DEFAULT** Upon expiration of the second notice for default period pursuant to §12.2 and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner. If Owner's costs arising out of Design-Builder's failure to cure, including the costs to complete the Work and reasonable attorneys' fees, exceed the Contract Sum, Design-Builder shall be liable to



Owner for such excess costs. If Owner exercises its rights under this section, upon the request of Design-Builder, Owner shall furnish to Design-Builder a detailed accounting of the costs incurred by Owner.

11.3.2. If Design-Builder files a petition under the bankruptcy code, this Agreement shall terminate if Design-Builder or Design-Builder's trustee rejects the Agreement or, if a default occurs and Design-Builder is unable to give adequate assurance of required performance; or (c) Design-Builder is otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

11.3.3. Owner shall make reasonable efforts to mitigate damages arising from Design-Builder's default, and shall invoice Design-Builder for all amounts due.

11.4. **TERMINATION BY OWNER FOR CONVENIENCE** At its sole and absolute discretion, Owner shall be entitled to terminate all or a part of the Work for its convenience. If Owner so elects, Owner shall be liable to Design-Builder solely for the reasonable value of the Work performed by Design-Builder prior to termination, including reasonable costs incurred by such termination, such as demobilization, and profit and overhead for the Work completed, less payments made. Design-Builder shall not be entitled to prospective profits or overhead on unperformed Work.

11.5. **TERMINATION BY DESIGN-BUILDER**

11.5.1. Fourteen (14) Days' after Owner's receipt of written notice from Design-Builder, Design-Builder may terminate this Agreement for any of the following reasons: if the Work has been stopped for a thirty (30) Day period through no fault of the Design-Builder: (a) under court order or order of other governmental authorities having jurisdiction, or (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of Design-Builder, materials are not available; (c) Work is suspended by Owner for Convenience for at least thirty (30) Days;

11.5.2. In addition, upon fourteen (14) Days written notice to Owner and an opportunity to cure within five (5) Days, Constructor may terminate this Agreement if Owner: (a) fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project; or (b) fails to pay Design-Builder in accordance with this Agreement and Design-Builder stopped Work accordingly.

11.5.3. Upon termination by Design-Builder in accordance with §11.5.1 Owner shall be liable to Design-Builder solely for the reasonable value of the Work performed by Design-Builder prior to termination, including reasonable costs incurred by such termination, such as demobilization, and profit and overhead for the Work completed, less payments made. Design-Builder shall not be entitled to prospective profits or overhead on unperformed Work.

ARTICLE 12 DISPUTE MITIGATION OR RESOLUTION

12.1. **WORK CONTINUANCE AND PAYMENT** Unless otherwise agreed in writing, Design-Builder shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If Design-Builder continues to perform, Owner shall continue to make payments in accordance with the Agreement.

12.2. **DIRECT DISCUSSIONS** If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter. If the Parties' representatives are not able to resolve such matter, the Parties' representatives shall inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such



notice, the senior executives of the Parties shall meet to endeavor to reach resolution. If the dispute remains unresolved, the Parties shall submit such matter to the dispute resolution procedures selected below.

12.3. MEDIATION If direct discussions pursuant to §12.1 do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association (AAA), or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Business Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

12.4. BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below.

12.5. ARBITRATION.

☒ The Parties choose binding arbitration for any claim or dispute arising out of or relating to this Agreement. **EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW**, with or without a jury. Arbitration does not involve a judge or jury. Instead, an arbitrator with the power to award damages and other appropriate relief will decide claims and disputes. An arbitrator's award shall be final and binding upon the Parties, and judgment may be entered upon it in any court having jurisdiction.

12.5.1. Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within thirty (30) Days after the entry of such order.

12.5.2. The arbitration shall use the following rules:

- ☒ the current AAA Construction Industry Arbitration Rules and AAA administration. AAA Construction Fast Track Rules shall apply to all two-party cases when neither Party's disclosed claim or counterclaim exceeds \$250,000. If arbitration is selected but no rules are selected, then this subsection shall apply by default;
- ☐ the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or
- ☐ the current arbitration rules of [_____] and administered by [_____].

12.6. LITIGATION

☐ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project

If not indicated, then litigation is default as opposed to arbitration.



12.6.1. COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

12.6.2. Anchorage, Alaska shall serve as the venue or as otherwise agreed by the Parties.

12.7. MULTIPARTY PROCEEDING The Parties agree that all Parties necessary to resolve a matter shall be Parties to the same dispute resolution procedure, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.

12.8. LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Design-Builder that Design-Builder may have under lien laws.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1. EXTENT OF AGREEMENT Except as expressly provided, this Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of The Parties and not for the benefit of any third party.

13.2. ASSIGNMENT Neither Owner nor Design-Builder shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Design-Builder or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Design-Builder than this Agreement. In the event of such assignment, Design-Builder shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

13.3. GOVERNING LAW State of Alaska Law shall govern this Agreement.

13.4. SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.5. NOTICE Unless changed in writing, a Party's address indicated in ARTICLE 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

13.6. NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

13.7. TITLES AND GROUPINGS The title given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.



13.8. JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ARTICLE 14 CONTRACT DOCUMENTS

14.1. CONTRACT DOCUMENTS The Contract Documents are as follows:

- (a) This Agreement;
- (b) Basis of Design/Owner's Program;
- (c) Owner-provided information pursuant to §3.6.3 and other Owner information identified as intended to be a contract document;
- (d) The Schematic Design Documents upon Owner approval;
- (e) The Design Development Documents upon Owner approval pursuant to §3.1;
- (f) The Construction Documents upon Owner approval under §3.1;
- (g) Change Order, Change Directives, and amendments issues in accordance with this Agreement.
- (h) Other: Design-Build Solicitation and all Exhibits, addenda, etc. including administrative specifications.

14.2. ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) the Design-Build Solicitation and any addenda; (d) design documents approved by Owner in order of the most recently approved, with specifications taking precedence over drawings, and large-scale (more detailed) drawings/details taking precedence over smaller scale (less detailed) drawings/details; (e) information furnished by Owner pursuant to §4.1 or designated as a Contract Document in §ARTICLE 14; (f) other documents listed in this Agreement. Except as otherwise provided, among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Where figures are given, they shall be preferred to scaled dimensions. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

OWNER: Native Village of Eyak

BY: _____ NAME: _____

WITNESS: _____ NAME: _____ TITLE: _____

DESIGN-BUILDER: (TBD)

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____



END OF DOCUMENT.



EXHIBIT 'C'

Davis-Bacon Wage Determination Link:

The Davis-Bacon Wage Determination for this project shall be #AK20240001, Modification #5.

By including the following link in this Exhibit, this Wage Determination shall be incorporated into the Contract Documents as if it were printed and attached. Full compliance with the Davis-Bacon and related Acts is required for this project.

#AK20240001, Modification #5: <https://sam.gov/wage-determination/AK20240001/5>

EXHIBIT 'D'

Conceptual Designs

Please note that the following concept drawings do not reflect many of the requirements in this RFP. Offerors shall be responsible for including all of the RFP requirements in their designs and bids, and not rely on these concept drawings for conveying such requirements.

Note that these concept drawings reflect a fourplex, and the base scope of work for this solicitation is for a sixplex. These drawings also show the existing single-family home remaining, which is not accurate either.

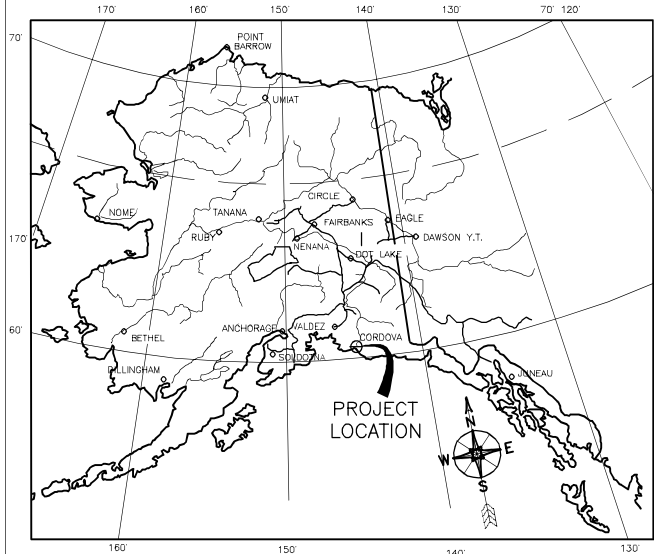
NVE 4-PLEX DEVELOPMENT

CORDOVA, ALASKA



ABBREVIATIONS

AFF	above finished floor	FOS	face of stud	PL	diagram
ADJ.	adjustable	GALV	galvanized	PLF	plate
&	and	GA	gauge	PSF	pounds per lineal foot
AC	alternating current	GPM	gallons per minute	PF	pounds per square foot
BM	beam	GRD	grade	PROJ.	pre-finished
BRG	bearing	GWB	gypsum wall board	PMP	projection
BLK	block	HD	hold down	REQ	pump
BLKG.	blocking	HP	h pile	REINF	reinforced
B.O.S.	bottom of steel	HSS	hollow structural selection	REV	required
BOT	bottom	INFO	information	RM	revision
CTR	center	I.P.	in progress	R.O.	room
CL	center line	I.F.S.	inside face of	SCHD	rough opening
C	channel	INSUL	insulation	SHT	schedule
CLR	clear	INT	interior	T&B	sheet(s)
COL	column	JT	joint	TOS	top and bottom
CMPLT	complete	L/S	liters per second	T.O.S.	top of concrete slab
CONN	connection	L	angle		top of steel
CONT.	continuous	LLBB	long legs back to back		
DIA	diameter	LLH	long leg horizontal		
DIM	dimension(s)	LLV	long leg vertical		
DR	door	MAINT	maintenance		
DBL	double	MTRL	material		
DWN	down	MAX	maximum		
ELEC	electrical	MECH	mechanical		
ELEV	elevation	MTL	metal		
EQ	equal	MIN	minimum		
EQUIP	equipment	MISC	miscellaneous		
(E)	existing	(N)	new		
EXP	expansion	N.I.C.	not in contract		
EXT	exterior	N.F.S.	non-frost susceptible		
FIN	finished	N.T.S.	not to scale		
FF	finished floor	#	number		
FE	fire extinguisher	O.C.	on center		
FLSH.	flashing	OHD	overhead door		
FLR	floor	PEMB	pre-engineered metal bldg		
FOC	face of channel	PR.	pair		
F.O.S.	face of steel	P&ID	pipng and instrumentation		



PROJECT LOCATION MAP

OWNER

NATIVE VILLAGE OF EYAK
110 NICHOLLOFF WAY
CORDOVA, ALASKA 99574
PHONE: (907)424-7738
CONTACT: MALLORY, BROOKE

PRIME

BENTEH-EEIS
P.O. BOX 91240
ANCHORAGE, ALASKA 99509
PHONE: (907)865-5999
CONTACT: BUTTON, RICK P.E., S.E.

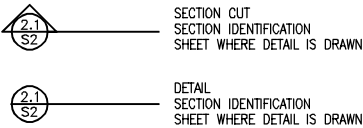
SUBCONSULTANTS

ELECTRICAL/MECHANICAL
MBA CONSULTING ENGINEERS, INC.
3812 SPENARD ROAD, SUITE 200
ANCHORAGE, ALASKA 99517
PHONE: (907)274-2622
CONTACT: SORDAHL, BRADLEY P.E.

DRAWING INDEX

DWG #	DRAWING NAME	REV#	DATE
GENERAL			
G1.0	COVER SHEET	A	09-31-22
CIVIL			
C1.0	SITE PLAN	C	09-31-22
LAYOUT			
A1.01	FLOOR PLAN - FIRST LEVEL	A	09-31-22
A1.02	FLOOR PLAN - SECOND LEVEL	A	09-31-22
A1.11	ENLARGED FLOOR PLAN - UNIT 1	A	09-31-22
A1.12	ENLARGED FLOOR PLAN - UNIT 2	A	09-31-22
A1.13	ENLARGED FLOOR PLAN - UNIT 3	A	09-31-22
A1.14	ENLARGED FLOOR PLAN - UNIT 4	A	09-31-22
A3.01	ELEVATIONS	A	09-31-22

SYMBOLS



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No.	DATE	DESCRIPTION						
ISSUES / REVISIONS			CJ	RB	RB	RB	RB	RB
			DWN.	CHK'D	D. ENG	P. ENG	P. MGR	
			ENGINEERING APPROVALS					

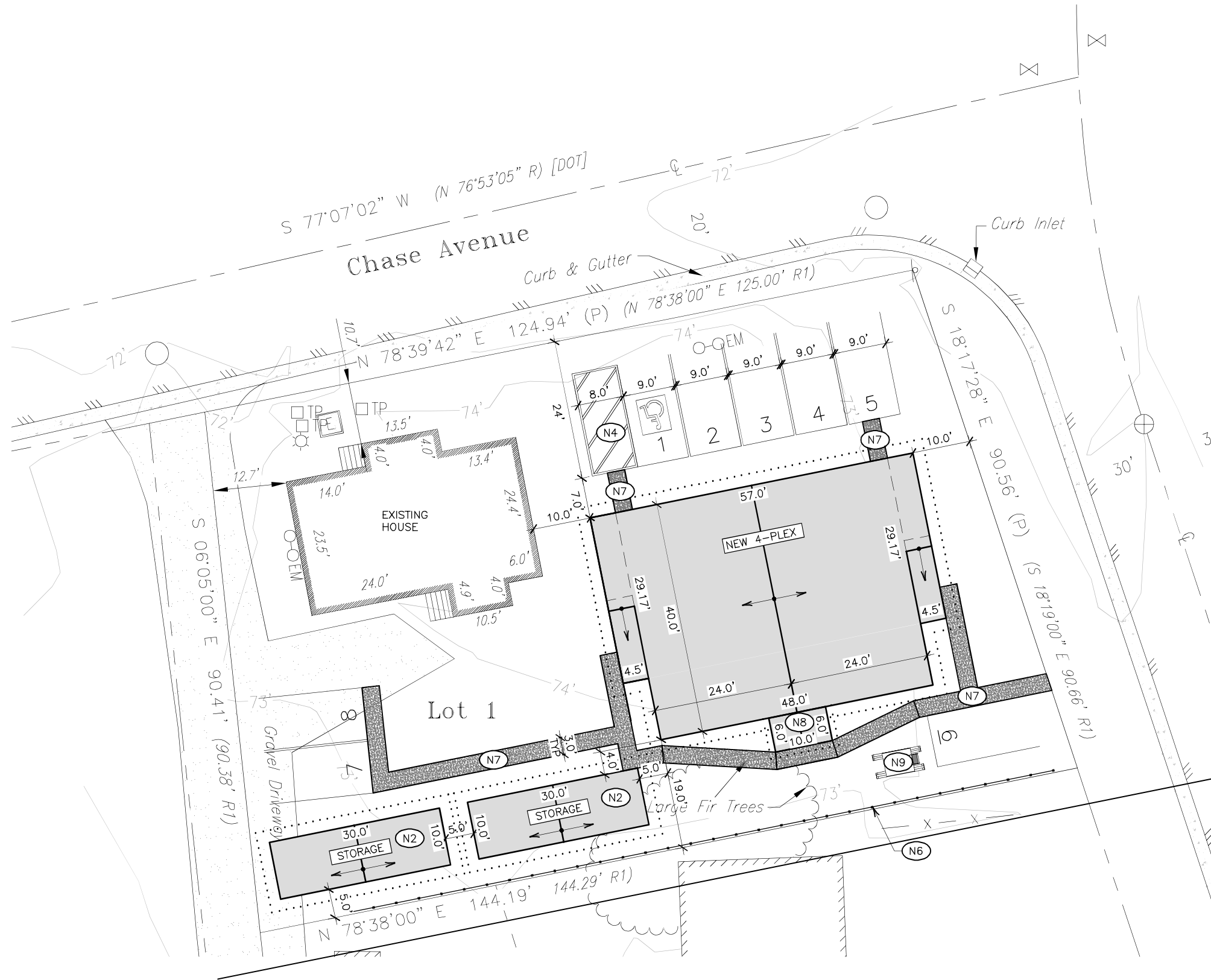


BENTEH-EEIS PROJECT #	DATE CREATED	EEIS DWG. #	REVISION
B222003	09-31-22		G1.0 A

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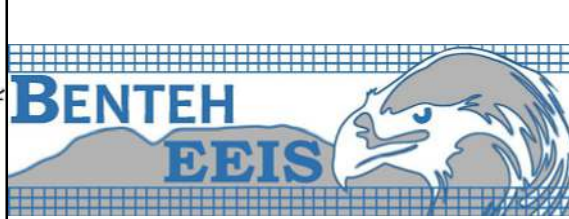
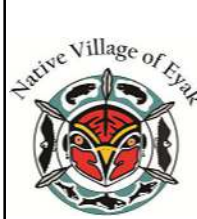
2.1 SITE PLAN - PROPOSED 4-PLEX AND STORAGE UNITS
S(120)



- NOTES (FOR THIS SHEET)
- N1 2 BEDROOM UNITS - 950 SQ FT
 - N2 STORAGE UNITS - 150 SQ FT
 - N3 (8) PARKING SPACES
 - N4 (1) HANDICAPPED SPACE
 - N5 NEED GEOTECHNICAL REPORT
 - N6 NEW 6" CEDAR FENCE
 - N7 3'-0" X 4" CONCRETE SIDEWALK
 - N8 BOILER ROOM
 - N9 DOUBLE WALL 250 GALLON FUEL TANK

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C	09-31-22	REVIEW	CJ	RB	RB	RB	RB	RB	RB
B	09-09-22	REVISED STORAGE LOCATION	RP	RB	RB	RB	RB	RB	RB
A	09-07-22	REVIEW	RP	RB	RB	RB	RB	RB	RB
No.	DATE	DESCRIPTION	DWN.	CHK'D	D. ENG	P. ENG	P. MGR		
ISSUES / REVISIONS									
ENGINEERING APPROVALS									

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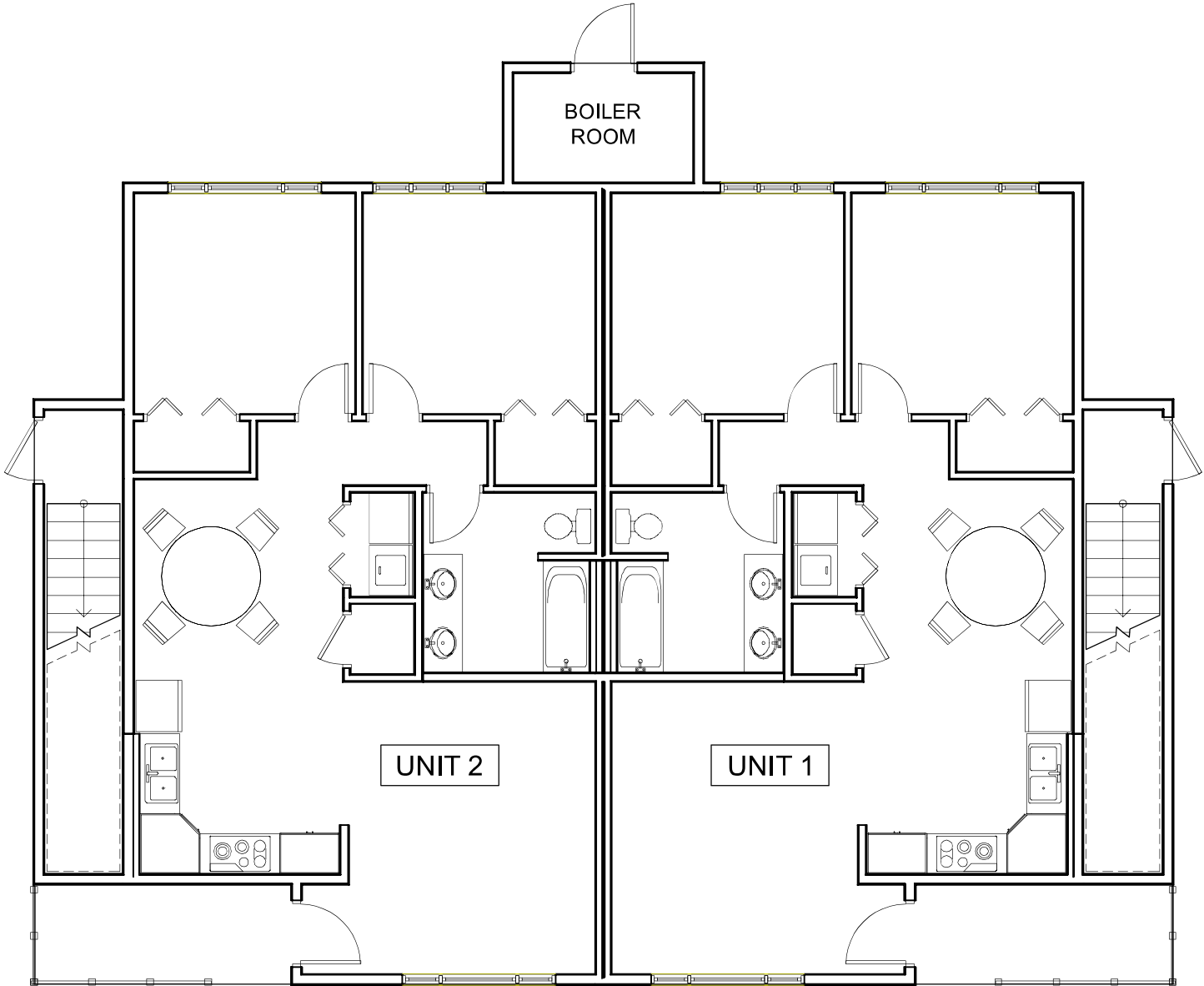
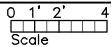
BENTEH-EEIS PROJECT #	DATE CREATED	EEIS DWG. #	REVISION
B222003	09-31-22		C1.0 C

REVIEW
NVE 4-PLEX
SITE PLAN
CIVIL

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2.1 FIRST FLOOR PLAN
S(48)



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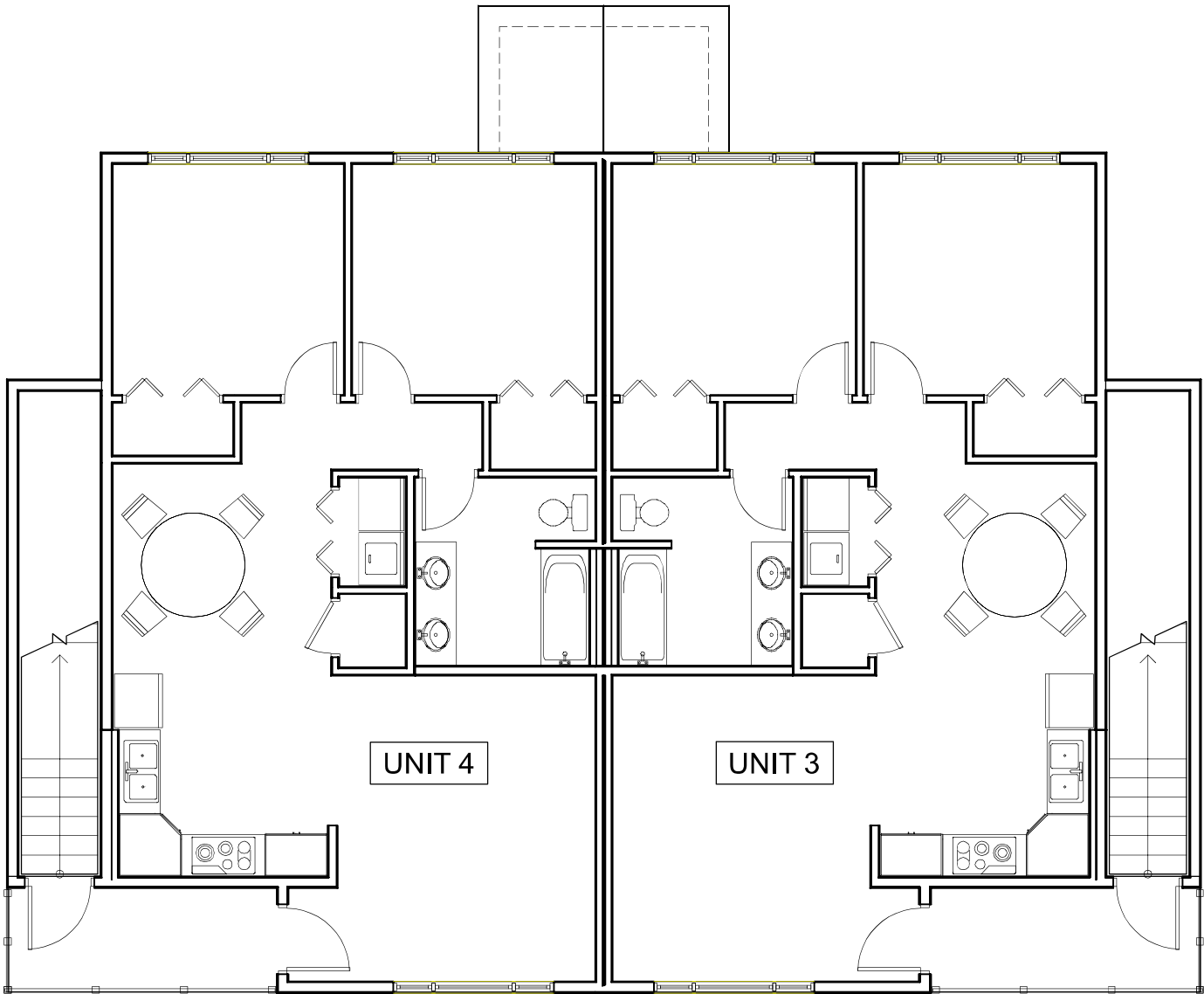
REVIEW

NVE 4-PLEX

FIRST FLOOR PLAN

ARCHITECTURAL

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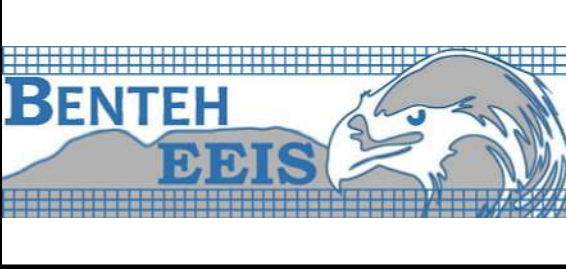


2.1 SECOND FLOOR PLAN

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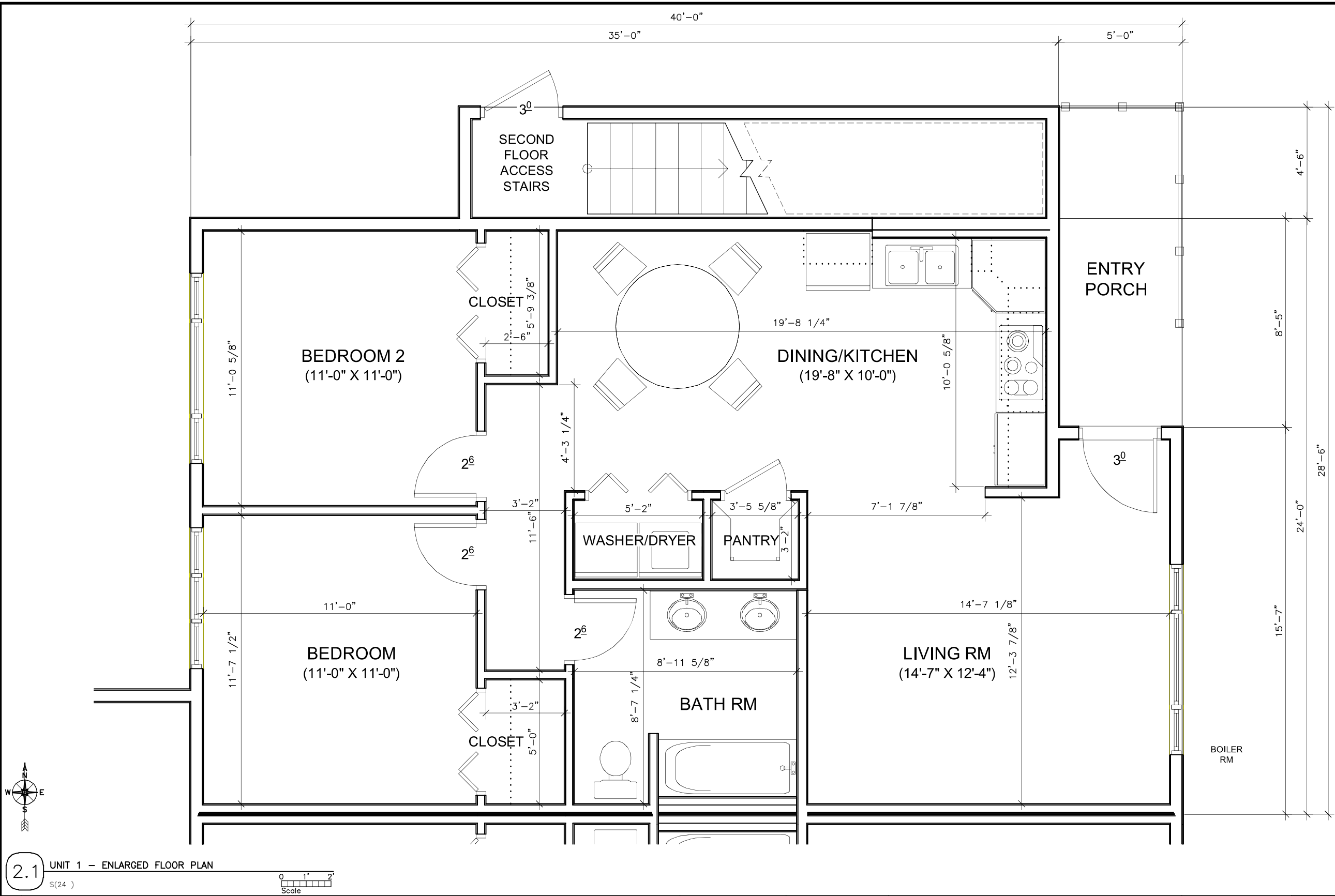
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No.	DATE	DESCRIPTION	DWN.	CHK'D	D. ENG	P. ENG
ISSUES / REVISIONS			ENGINEERING APPROVALS			

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REVIEW			
NVE 4- PLEX			
SECOND FLOOR PLAN			
ARCHITECTURAL			
BENTEH-EEIS PROJECT #	DATE CREATED	EEIS DWG. #	REVISION
B222003	09-31-22	A1.02	A


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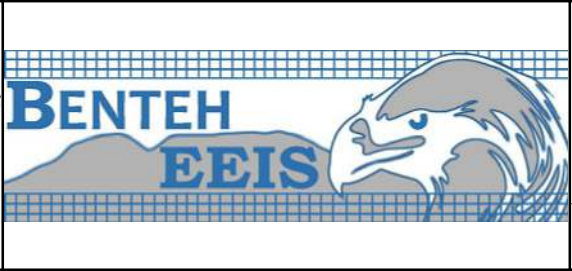



2.1 UNIT 1 - ENLARGED FLOOR PLAN
S(24)

Scale: 0 1' 2'

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REVIEW

NVE 4-PLEX

ENLARGED FLOOR PLAN - UNIT 1

ARCHITECTURAL

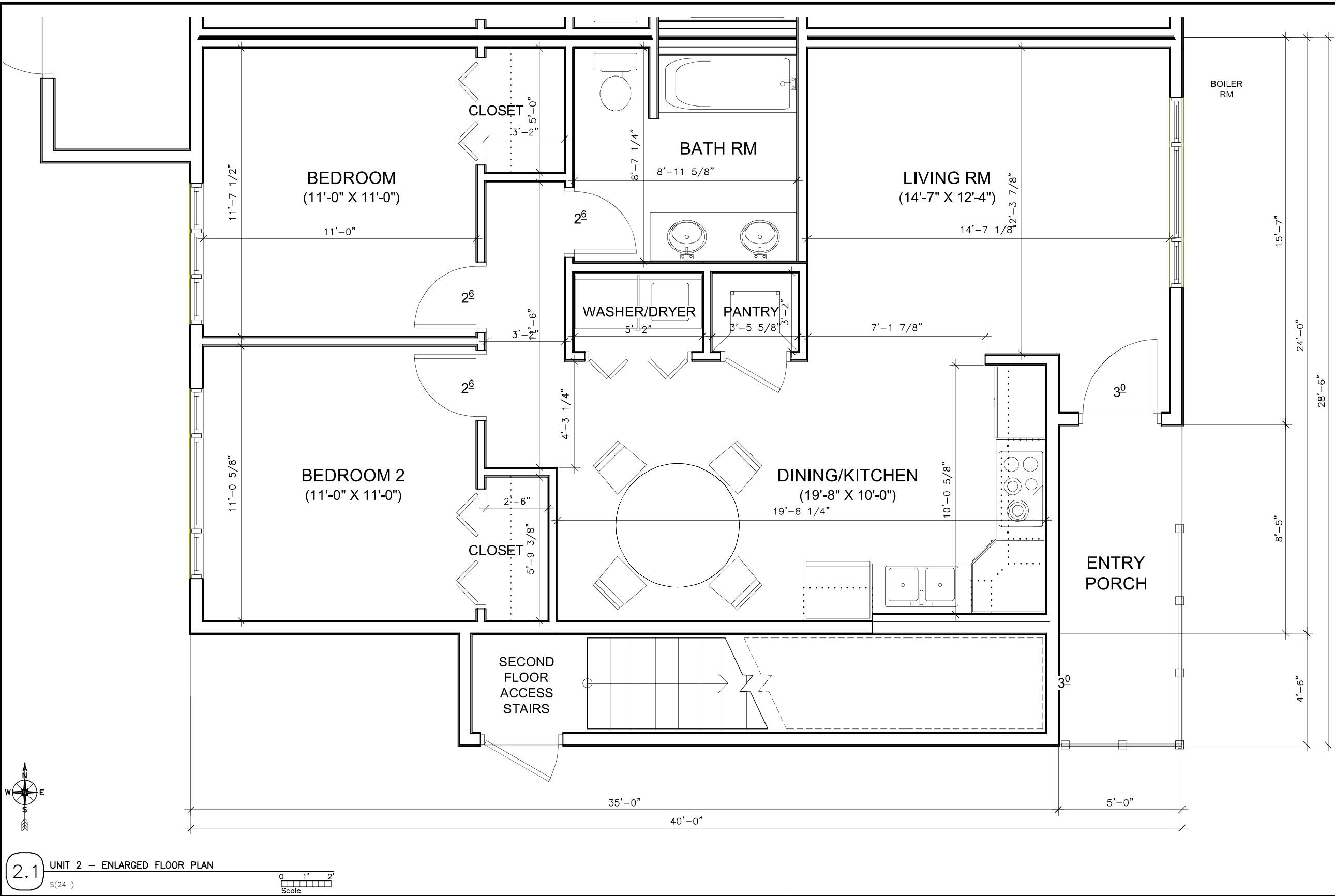
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DATE CREATED 09-31-22

EIS DWG. # A1.11

REVISION A

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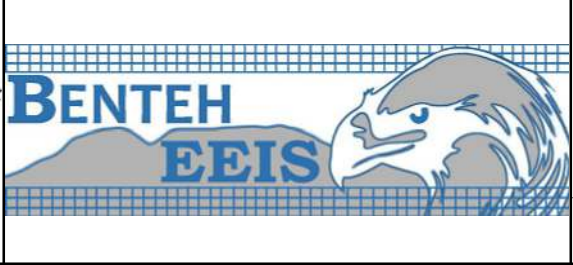


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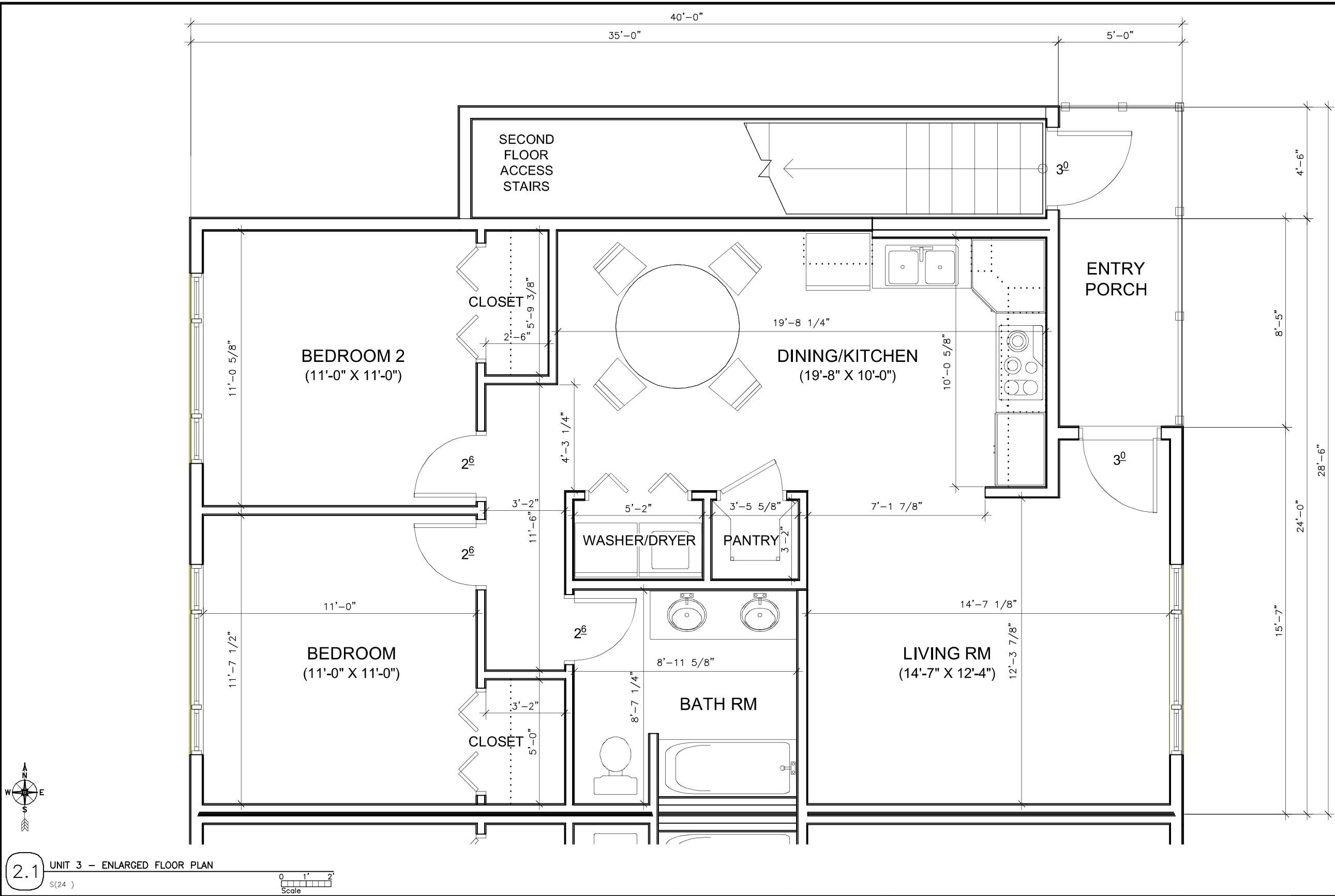
ENGINEERING APPROVALS

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REVIEW			
NVE 4-PLEX			
ENLARGED FLOOR PLAN - UNIT 2			
ARCHITECTURAL			
BENTEH-EEIS PROJECT #	DATE CREATED	EEIS DWG. #	REVISION
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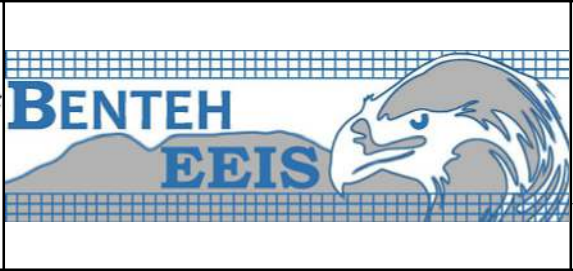
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2.1 UNIT 3 - ENLARGED FLOOR PLAN
S(24)
Scale 0 1' 2'

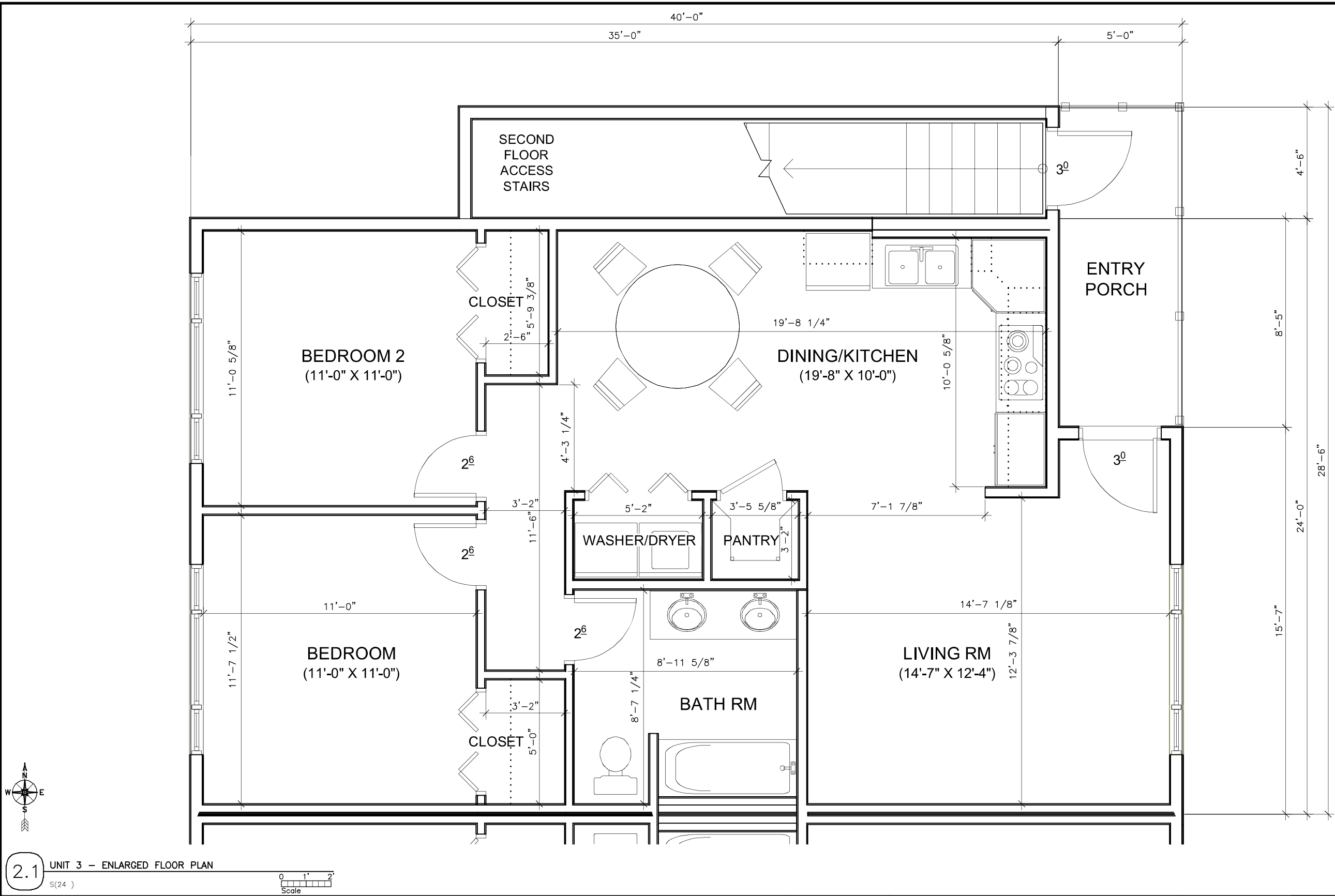
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No.	DATE	DESCRIPTION	DWN.	CHK'D	D. ENG
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REVIEW			
NVE 4-PLEX			
ENLARGED FLOOR PLAN - UNIT 3			
ARCHITECTURAL			
BENTEH-EEIS PROJECT #	DATE CREATED	EEIS DWG. #	REVISION
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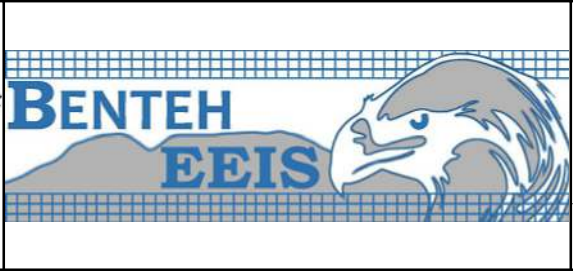
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2.1 UNIT 3 - ENLARGED FLOOR PLAN
S(24)

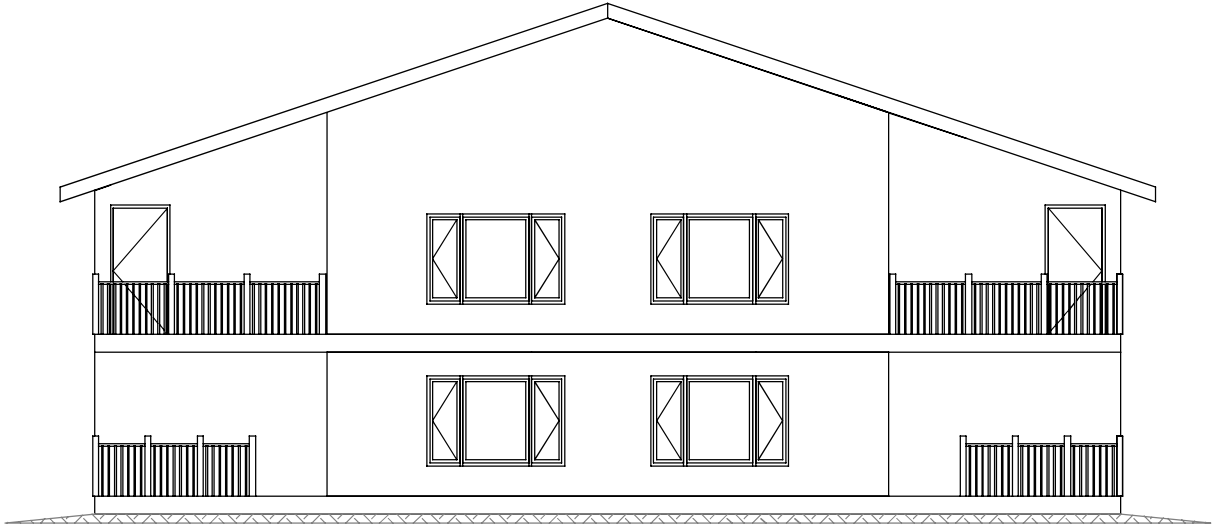
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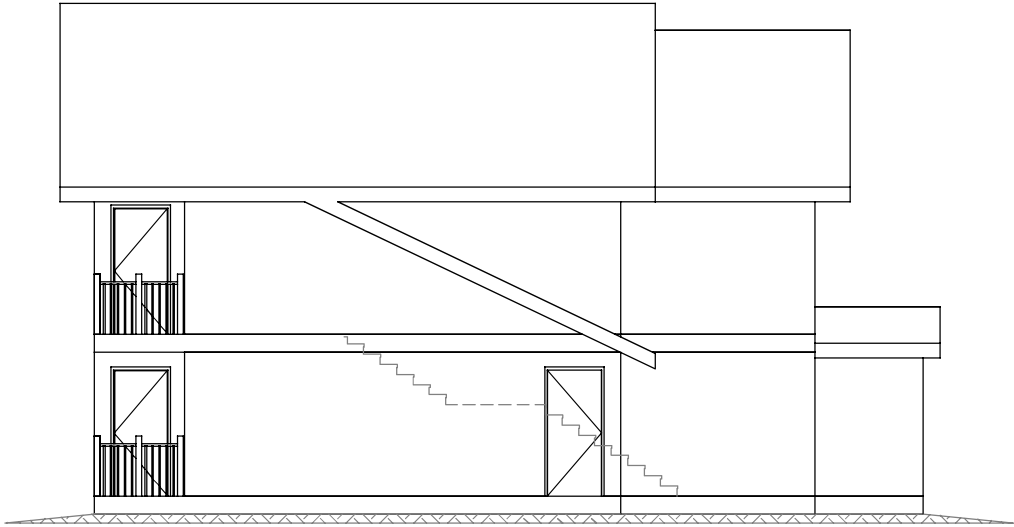
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NVE 4-PLEX			
ENLARGED FLOOR PLAN - UNIT 4			
ARCHITECTURAL			
BENTEH-EEIS PROJECT #	DATE CREATED	EEIS DWG. #	REVISION
B222003	09-31-22		A1.14 A

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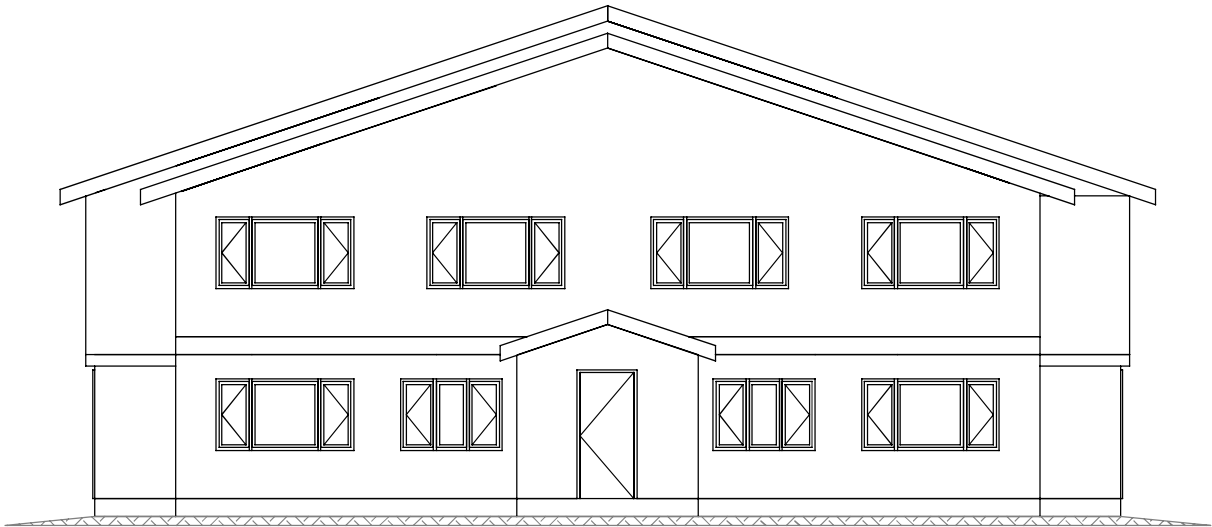
1.1 SOUTH ELEVATION

S(64)
0 2'-8" 5'-4"
Scale



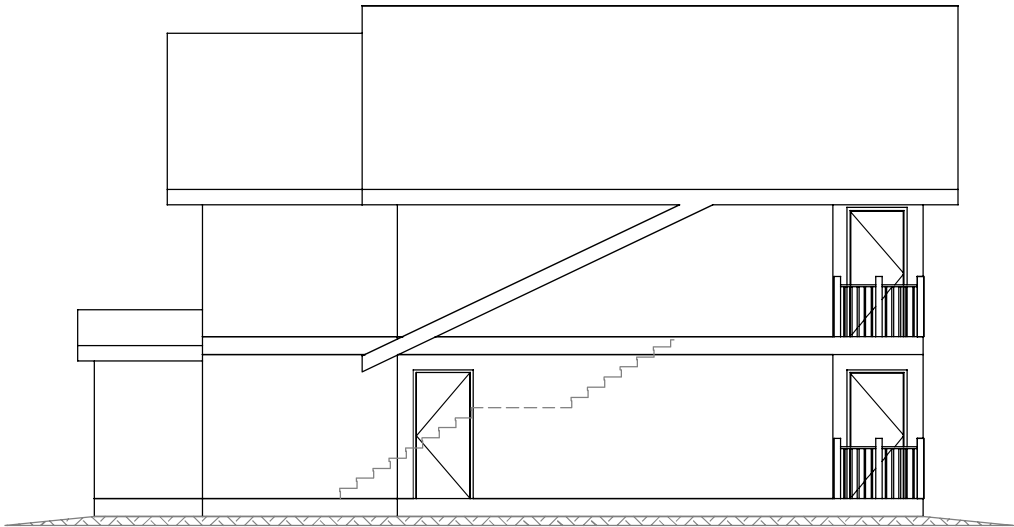
1.3 EAST ELEVATION

S(64)
0 2'-8" 5'-4"
Scale



2.1 NORTH ELEVATION

S(64)



2.3 WEST ELEVATION

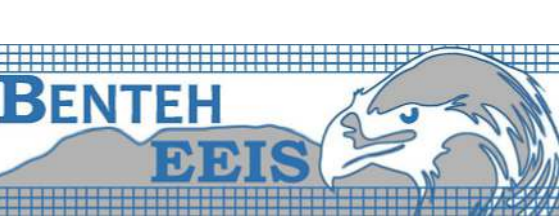
S(64)
0 2'-8" 5'-4"
Scale

NOTES (FOR THIS SHEET)

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No.	DATE	DESCRIPTION	DWN.	CHK'D	D. ENG	P. ENG	P. MGR
ISSUES / REVISIONS			ENGINEERING APPROVALS				

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BENTEH-EEIS PROJECT #
B222003

TITLE		REVIEW	
		NVE 4-PLEX	
		ELEVATIONS	
		ARCHITECTURAL	
DATE CREATED	09-31-22	EEIS DWG. #	REVISION
			A

A3.01

EXHIBIT 'E'

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

**AFFIDAVIT
(PRIME BIDDER)**

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

_____, being first duly sworn, deposes and says:

"That he/she is the bidder, or a partner or officer of the firm, party, etc., making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communications or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element or said bid price, or of that of any other bidder, or to secure any advantage against the Native Village of Eyak or any person interested in the proposed contract; and that all statements in said proposal or bid are true."

Signature of: _____
Bidder, if the bidder is an individual

Partner, if the bidder is a Partnership

Officer, if the bidder is a corporation

Subscribed and sworn to before me this _____ day of _____, 2020.

My Commission Expires:_____

EXHIBIT 'F'

Bid Form



BID FORM

Project Title: **DB Services for one 6-Plex in Cordova, Alaska**

Native Village of Eyak
PO Box 1388
Cordova, Alaska 99574

Company Name

Address

City, State, Zip Code

E-mail Address

Phone Number

ADDENDA ACKNOWLEDGEMENT

The undersigned bidder hereby certifies and represents that it has examined and thoroughly understands the contract documents including _____ addenda: (If no addenda have been received, write "none").

PRICE

The specifications, schedules, drawings, contract, existing conditions, and addenda have been thoroughly examined for the consideration of the following amount(s):

- a. Base Bid: \$ _____
b. Builder's Risk Insurance (do not include in base bid): \$ _____
c. Demolition of existing single-family home: \$ _____

TOTAL: \$ _____

CERTIFICATION

The party by whom this proposal is submitted and by whom the contract will be entered into, if this proposal is accepted, is a(n) _____, and agrees to hold
(Individual, Partnership or Corporation)
this bid open for sixty (60) calendar days.

Authorizing Name

Title

Signature

Date