

June 29, 1977

Mr. H. D. Scougal  
Commissioner  
Department of Highways  
P. O. Box 1467  
Juneau, Alaska 99802

Dear Commissioner Scougal:

I am sending herewith a copy of the signed agreement covering the Haul Road/Yukon River Bridge.

Best regards,

  
Peter DeMay

PDeM:bj

Attachment

AGREEMENT

AGREEMENT made and entered into on this 12 day of June, 1977, between THE STATE OF ALASKA, hereinafter referred to as "STATE," and ALYESKA PIPELINE SERVICE COMPANY, hereinafter referred to as "ALYESKA," acting as agent for and on behalf of its owner companies: AMERADA HESS CORPORATION, ARCO PIPE LINE COMPANY, BP PIPE LINES INC., EXXON PIPELINE COMPANY, MOBIL ALASKA PIPELINE COMPANY, PHILLIPS PETROLEUM COMPANY, SOHIO PIPE LINE COMPANY and UNION ALASKA PIPELINE COMPANY.

W I T N E S S E T H:

WHEREAS, under date of June 11, 1971, that certain "Agreement for Construction of Yukon River Bridge" was entered into by and between the State and Alyeska, which Agreement was subsequently amended, pertaining to the construction of a highway bridge across the Yukon River, and

WHEREAS, under date of June 11, 1971, that certain "Construction Agreement" was entered into by and between the State and Alyeska, which Agreement was subsequently amended, pertaining to the construction of a highway from the North bank of the Yukon River to Prudhoe Bay, Alaska, and

WHEREAS, certain disagreements and misunderstandings have arisen concerning the parties' respective obligations under said Agreements, and

WHEREAS, the State and Alyeska desire to further clarify their respective obligations as provided herein,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, it is hereby agreed as follows:

1. Alyeska shall retain control of the Haul Road from the Yukon River to Prudhoe Bay (Haul Road) until on or after October 1, 1978, but in any event no later than October 15, 1978.

2. Prior to turning over control of the Haul Road to the State in the first half of October, 1978, and in order to complete the work remaining on the Haul Road, Alyeska shall do the following work items on the Haul Road:

- A. Install 38,775 lineal feet of guard rails;
- B. Install 2,000 each delineators;
- C. Reimburse the State up to a total of \$476,000 for direct costs incurred by the State in the construction of bridges at Marion Creek and Douglas Creek;
- D. Repair the anchor bolts on the now-existing bridges, excepting the Yukon River Bridge;
- E. Replace split, broken or otherwise damaged boards in the decks of all bridges, excepting the Yukon River Bridge;
- F. Install trash barriers in accordance with the "but list" agreed to by the State and Alyeska;
- G. Repair deficiencies in culverts in accordance with the "but list" agreed to by the State and Alyeska;

- H. Install or repair highway signs in accordance with the "but list" agreed to by the State and Alyeska;
- I. Remove any temporary bridge supports in accordance with the "but list" agreed to by the State and Alyeska; and
- J. Install rip rap in accordance with the "but list" agreed to by the State and Alyeska.

The above-stated ten items will be performed by Alyeska in accordance with the standards required for Federal secondary roads, and performance of these items will constitute complete fulfillment of Alyeska's obligations concerning construction of the Haul Road. The State will hold Alyeska harmless from any claims arising out of the Haul Road or its use after the State takes control. Alyeska will hold the State harmless from any claims arising out of the Haul Road or its use prior to the State taking control. It is understood that by taking control of the Haul Road the State does not assume any liability for claims arising out of the Haul Road or its use while Alyeska had control.

3. It is understood that the work required of Alyeska by the State on the Haul Road will not include the laying down of any surface course material. However, Alyeska will screen and stockpile 480,000 cubic yards of material of surface course grade. This material will be stockpiled at the material sites in which it is prepared; the location of the sites and the quantities of material to be stockpiled at each site will be done in accordance with the schedule previously furnished by the State. The stockpiled material shall be used by Alyeska for Haul Road and Pipeline maintenance, and by the State for general highway maintenance and/or

improvement. The State shall at its sole cost rehabilitate the above-mentioned material sites upon depletion of the stockpiles.

4. Alyeska shall bear any costs arising out of maintenance of the Haul Road undertaken by Alyeska for its own use until control of the Haul Road is turned over to the State in the first half of October, 1978.

5. The State shall withdraw all claims against Alyeska arising out of the Yukon River Bridge construction, shall dismiss with prejudice the pending litigation brought by the State against Alyeska concerning the Yukon River Bridge with each party to bear its own costs and attorney's fees, and shall release Alyeska from any contractual liability that Alyeska may have to the State because of the Yukon River Bridge construction.

6. Except as inconsistent herewith, the Agreements entered into between the State and Alyeska on June 11, 1971, as amended, for the construction of the Yukon River Bridge and the highway from the north bank of the Yukon River to Prudhoe Bay shall remain in full force and effect.

7. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement the day and year first above written.

THE STATE OF ALASKA

By: *W. Scrogg*

Its: Commissioner of Highways

ALYESKA PIPELINE SERVICE COMPANY  
Acting as Agent for and on behalf  
of its owner companies:  
Amerada Hess Corporation,  
ARCO Pipe Line Company,  
BP Pipelines, Inc.,  
Exxon Pipeline Company,  
Mobil Alaska Pipeline Company,  
Phillips Petroleum Company,  
Sohio Pipe Line Company, and  
Union Alaska Pipeline Company

By: *R. D. May*

Its: Vice President