

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2026-26

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH TROST CONSTRUCTION INC. FOR THE EAGLE'S VIEW ELEMENTARY PLAYGROUND AND SOCCER FIELD PROJECT

WHEREAS, the Unalaska City Council has determined it is beneficial to replace the Eagle's View Elementary playground and upgrade the associated soccer field due to age and condition; and

WHEREAS, the project supports the goals and priorities identified in the Parks, Culture and Recreation Master Plan; and

WHEREAS, the City of Unalaska solicited bids in accordance with applicable procurement requirements; and

WHEREAS, Trost Construction Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, funding has been identified for the Eagle's View Elementary Playground and Soccer Field Project.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the Interim City Manager to enter into a construction contract with Trost Construction Inc. for the Eagle's View Elementary Playground and Soccer Field Project in an amount not to exceed \$1,023,000.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on May 12, 2026.



Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:



Estkarien P. Magdaong, CMC
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Roger Blakeley, PCR Director
Through: Abner Hoage, Interim City Manager
Date: May 12, 2026
Re: Resolution 2026-26: Authorizing the Interim City Manager to enter into a construction contract with Trost Construction Inc. for the Eagle's View Elementary Playground and Soccer Field Project in an amount not to exceed \$1,023,000.00.

SUMMARY: The Eagle's View Elementary Playground and Soccer Field Project will replace aging playground equipment, install new safety surfacing, and upgrade the existing soccer field. Staff recommends approval.

PREVIOUS COUNCIL ACTION: Council has approved a budget amendment for this project to be moved from CMMP 2027 to CMMP 2026 on February 10, 2026 and February 25, 2026.

BACKGROUND: The playground has reached the end of its useful life and requires replacement. Work includes demolition, site preparation, installation of new playground equipment, surfacing, and soccer field improvements.

DISCUSSION: An RFP was issued for this project and two proposals were received. Staff scored the proposals in accordance with the evaluation criteria set in the RFP. Trost Construction Inc. submitted the lowest responsive bid of \$1,023,000. The project is expected to begin in spring 2026 and be completed by August 10, 2026.

ALTERNATIVES: Council may choose to:

- Approve Resolution 2026-26 as presented.
- Amend Resolution 2026-26 and approve as amended.
- Postpone action to a date certain and request additional information.
- Reject Resolution 2026-26.

FINANCIAL IMPLICATIONS: Total cost is \$1,023,000. Funding is available through the city's General Fund CMMP Eagle View Elementary School Playground Project.

LEGAL: The contract and procurement process have been reviewed for compliance with City requirements.

STAFF RECOMMENDATION: Staff recommends approval.

PROPOSED MOTION: I move to adopt Resolution 2026-26, authorizing the Interim City Manager to enter into a construction contract with Trost Construction Inc. for the Eagle's View Elementary Playground and Soccer Field Project in an amount not to exceed \$1,023,000.

CITY MANAGER COMMENTS: This project has been advanced in accordance with Council direction and the approved CMMP schedule. The playground equipment at Eagle's View Elementary has reached the end of its service life, and the proposed scope will address both safety and usability needs while also improving the adjacent soccer field. The procurement process was conducted in compliance with City requirements, and Trost Construction Inc. submitted the lowest responsive and responsible bid.

The bid amount is within the total funding allocated for this project in the CMMP. If approved, work will proceed on the timeline outlined in the memo to ensure completion before the start of the 2026–2027 school year.

ATTACHMENTS:

- RFP EVE Playground and Soccer Field Construction
- Bid Package submitted by Trost Construction, Inc
- Bid Package submitted by Aleutian General LLC
- Bid Tabulation
- Proposed Standard Form of Agreement with Contractor



CITY OF UNALASKA Request for Proposals

Eagles View Elementary Playground & Soccer Field Improvement Project

City of Unalaska- Parks, Culture & Recreation – Eagles View Elementary school

1. Project Overview

The City of Unalaska is requesting proposals from qualified contractors for the **Eagles View Elementary Playground and Soccer Field Improvement Project**.

This project will involve the **reconfiguration of three (3) existing playground areas into two (2) updated playgrounds** and the **upgrade of the existing soccer field to artificial turf** with associated drainage and edging improvements.

The goal of this project is to modernize playground facilities, improve safety and accessibility, and provide a durable all-weather soccer field for school and community use.

The project is located at **Eagles View Elementary School in Unalaska, Alaska**.

Substantial completion is required by August 10, 2026.

2. Project Scope of Work

The contractor shall provide **all labor, materials, equipment, supervision, and services necessary** to complete the project in accordance with the project plans, specifications, and manufacturer installation requirements.

Work includes, but is not limited to, the following:

Site Protection and Security

1. Furnish and install **temporary security fencing and site protection measures** as necessary to prevent theft, vandalism, or injury during construction.
2. Protect existing site infrastructure including **fencing, pavement, signage, and structures**. The contractor shall be **fully responsible for repair or replacement of any site elements damaged during construction**.

Soccer Field Improvements

3. Remove and properly dispose of the **organic layer from the existing soccer field**.
4. Perform grading and preparation of the field subgrade.
5. Install **subgrade drainage infrastructure** in accordance with the project plans.
6. Install **concrete curb edging and nailer boards** required for artificial turf installation.
7. Install **wear course material** in preparation for the installation of **owner-supplied artificial turf**, which will be installed by others.

Playground Site Preparation

8. Perform **site grading and subgrade preparation** for playground areas in accordance with the plans.
9. Install required **drainage infrastructure, gravel base materials, and curbing**.

Concrete Work

10. Construct **new concrete curbing and edging** in accordance with the project plans.

Playground Equipment Installation

11. Layout and install **owner-furnished playground equipment and site furnishings** in accordance with:
 - Project plans
 - Manufacturer installation requirements
 - Applicable playground safety standards.

Playground Surfacing

12. Install **owner-furnished interlocking playground tile surfacing** in accordance with manufacturer specifications and project plans.

Landscaping and Restoration

13. Hydroseed and restore all **disturbed lawn areas** resulting from construction activities.

Material Testing

14. Contractor shall provide **third-party material testing**, including:

- Subgrade compaction testing to **95% compaction in 6-inch lifts**
 - Concrete testing for **3500 PSI concrete**.
-

Construction Survey

15. Contractor shall provide **construction surveying and layout services** necessary to construct the project in accordance with the project plans.

3. Contractor Responsibilities

The selected contractor shall:

- Provide all required **labor, supervision, materials, and equipment**
 - Coordinate work with the City of Unalaska and project stakeholders
 - Follow all **manufacturer installation requirements**
 - Comply with all **applicable building, safety, and accessibility codes**
 - Maintain a **safe and secure work site**
 - Maintain construction schedule to meet the **August 10, 2026 completion deadline**
-

4. Applicable Standards

All work shall comply with applicable standards including but not limited to:

- **ASTM Playground Safety Standards**
 - **CPSC Public Playground Safety Handbook**
 - **ADA Accessibility Guidelines**
 - Manufacturer installation requirements
 - Applicable State of Alaska and City of Unalaska construction standards.
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5. Proposal Requirements

Proposals shall include the following:

- Contractor qualifications and experience
 - Relevant playground or park construction projects
 - Project approach and methodology
 - Construction schedule
 - Cost proposal
 - References for similar completed projects
 - Proof of required licensing and insurance
-

6. Evaluation Criteria

Proposals will be evaluated based on:

- Contractor qualifications and experience
 - Experience with playground installation and site work
 - Project schedule and ability to meet completion deadline
 - Cost proposal
 - References and past project performance
-

7. General notes

- All work shall be in conformance with 2020 AK DOT Standard Specifications.
- Contractor is responsible for protecting existing pavement, landscaping, and structures from damage during installation and for repairing or replacing site elements damaged during installation.
- Contractor is responsible for providing work area fencing, maintaining pedestrian safety, and providing signage during construction. 2. Utilities: Contractor is responsible for locating and avoiding existing utilities above and below ground during construction activities. It is the contractor's responsibility to order utility locates prior to breaking ground and to repair or replace utilities damaged during construction. 3. This drawing

shall not be altered in any way. If changes are required, please contact your Great Western Recreation sales representative.

- It is the contractor's responsibility to verify and maintain all C.P.S.C. playground safety requirements for heights, clearances, and distances related to equipment, safety surfacing, shade structures, and materials. Installation of concrete curb and bike trail by others after installation of shade structure.
- Smooth out, topsoil, and seed all non-paved areas disturbed during construction.

7. Project Timeline

RFP Release: March 13, 2026

Proposal Deadline: April 13, 2026

Contract Award: April 27, 2026

Construction Start: June 1, 2026

Substantial Completion: **August 10, 2026**

8. Submission Instructions and Deadline

Proposals must be received by the Unalaska City Clerk no later than 5:00 p.m. Alaska Time on Monday, April 13, 2026. Proposals may be delivered via email, U. S. Mail, other delivery service or by hand delivery. Late submissions will not be considered.

City Clerk
City of Unalaska
43 Raven Way
P. O. Box 610
Unalaska, AK 99685
Email: emagdaong@unalaska.gov

CONTACT INFORMATION: For questions or further information about this RFP, please contact:

Jolene Longo
Business and Operations Manager
City of Unalaska
Parks, Culture & Recreation
P. O. Box 610
Unalaska, Ak 99685
(907) 581-1297

Email: jlongo@unalaska.gov

Attachments:

1. Eagle's View sheet Set March 12.pdf
2. 2-5 Installation Combined.pdf
3. 5-12 Installation Combined.pdf
4. Install Hours and Concrete for footings.pdf
5. Custom Installation instructions.pdf

Eagle's View Elementary Playground & Soccer Field Proposal



Trost Construction Inc.

2383 Nugget Loop, Fairbanks, AK 99709

Office: 907-455-6148

Cell: 907-347-2883

tanner.mcgee@trostconstruction.com



MANAGEMENT PLAN FOR THE PROJECT

Management Plan:

- **Pre-construction Phase:** Finalize schedule and conduct a pre-construction meeting.
- **Construction Phase:** Mobilize materials and tools to the job site. Set up project fencing, signage, and maintain and comply with the ESCP. Locate existing utilities in excavation areas. Demo of existing playground equipment, existing surfacing, existing curbs and asphalt as necessary for initial site excavation and backfill (Jun 2026). Form and pour curbs for soccer field and prepare subgrade for turf and 5-12 playground (Jun/July 2026). Install new playground equipment in 5-12 and 2-5 play areas (Jun/July 2026). Install rubber tile surfacing in playground areas (July 2026). Final land scaping of all disturbed areas (July/Aug 2026).
- **Project Closeout Phase:** Demobilize from site. Perform final inspections. Submit operations manuals, maintenance manuals, warranties, as-builts, and project close out paperwork.

Quality Control approach and methodology:

Trost Construction, Inc. maintains quality control procedures throughout our projects. Tanner McGee, as project manager oversees scheduling, submittal review, and preparatory quality checks. Both he and the site foreman manage quality during project execution. Our aim is to ensure that all work complies with contract specifications. We conduct testing and inspections as needed to verify quality and provide documented results to the owner. Specific preparatory meetings will be held prior to each definable feature of work to discuss specifications, installation procedures, safety concerns, and to confirm prerequisite work is complete.

Inspections & Testing to Include:

- Compaction testing- Mappa Test Labs
- Cast in place concrete testing- Mappa Test Labs

Definable Features of work:

- Excavation and backfill
- Cast in place concrete
- Playground installation
- Fall protection surfacing
- Landscaping

Site Safety:

Robert Czopek – Site Foreman / Site Safety Officer

15 years of experience as a site foreman overseeing site safety. Credentials include OSHA 30-hour safety certification, CPR/First Aid training, CPSI certified, and fall protection training. In this role, Robert will oversee all Trost employees and subcontractors, ensuring adherence to OSHA safety standards. He will implement site specific safety controls at Eagle’s View Elementary Playground to include:

- 4’ tall Orange Safety construction fencing with 5’ T-post will be installed around all work areas
- Construction signage will be installed warning pedestrians of construction work and to deter theft and vandalism during non-working hours.
- High visibility clothing and general PPE will be required for all workers on site.
- Work site will be kept clean and neat. Debris to be picked up at the end of each shift.



Eagle's View Elementary Playground & Soccer Field Proposal

Communications:

Trost will maintain clear communication with the City of Unalaska and Great Western Recreation through Tanner McGee, the project manager. All project communications, including submittals, plans, RFIs, daily and inspection reports, will be sent to the owner. The project manager will relay the owner's communications to subcontractors. Weekly progress meetings and daily reports will be used to update both the owner and contractor on progress and any schedule changes. The owner will receive notifications 24 hours in advance of any scheduled activities necessitating inspection and testing, such as compaction tests, concrete pours. The contractor will submit Operations and Maintenance (O&M) manuals, test reports, and inspection reports to the owner. These documents are essential for the owner to effectively maintain the new equipment and serve as evidence of the contractor's completion of the project to satisfaction.

Cost Proposal

Trost Construction Inc. offers to provide the following:

- All required labor, supervision, materials, and equipment for the requirements of the scope of work, plans and addend 1,2, and 3.
- Coordinate work with the City of Unalaska.
- Follow manufacturer installation requirements
- Maintain a safe and secure work site
- Maintain construction schedule to meet the August 10, 2026 completion deadline

Total Cost of Proposal \$ 1,023,000.00



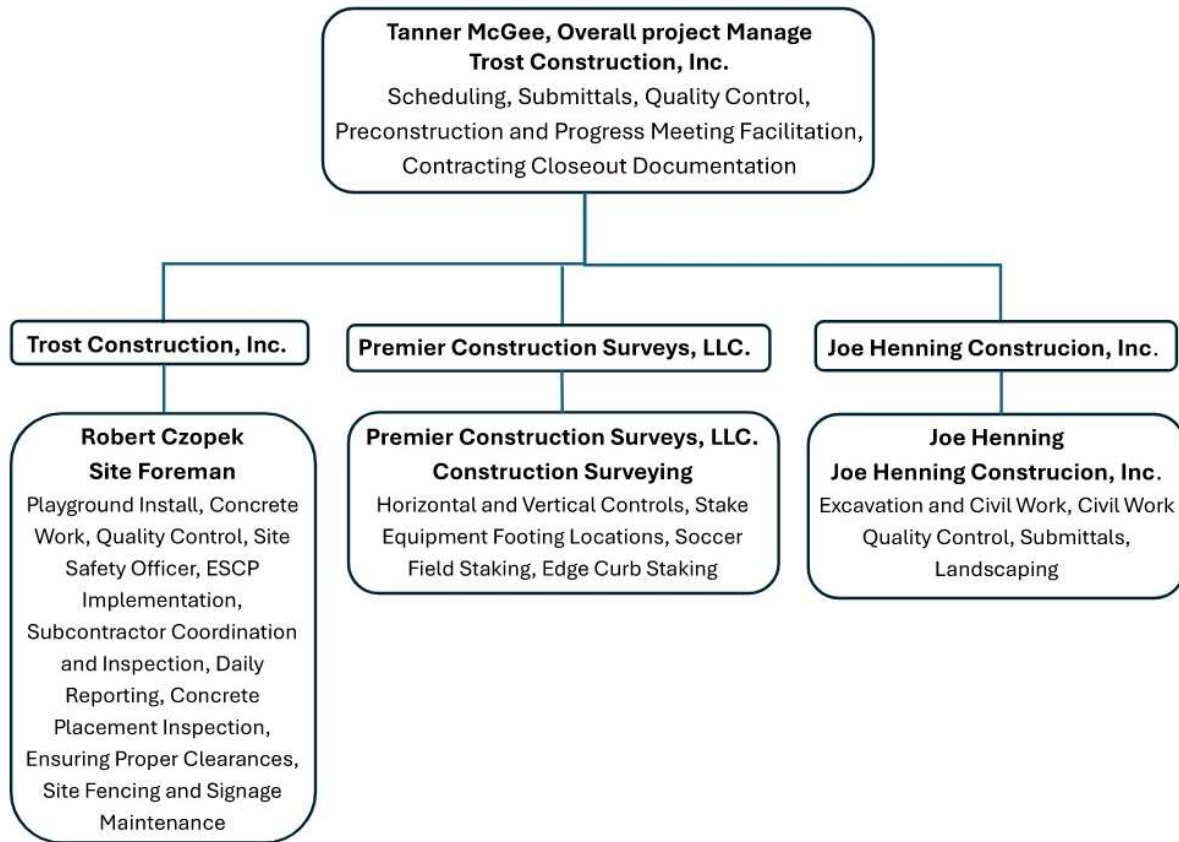
Pioneer Park 2025



Barnette Elementary playground 2022



Accountability and Organization Chart



QUALIFICATIONS AND EXPERIENCE



Tanner McGee, Overall Project Manager, Trost Construction, Inc. CPSI # 66987-429

Role: QC, site safety, submittals, (ECSP), scheduling, warranties

Tanner McGee, a lifelong Fairbanks, AK resident, has devoted more than 25 years to the construction industry. As a VP of Trost Construction, Inc., Tanner has overseen numerous playground projects for local organizations and institutions. His expertise is complemented by a diverse array of certifications, including Certified Playground Safety Inspector (CPSI) and Certified Erosion Sediment Control Lead (CESCL). Additionally, he is a certified installer for playground equipment by Gametime and Playworld and has installed Landscape Structures equipment for FNSB at Pioneer Park and Tanana Lakes. This training and experience underscore his commitment to ensuring the safety, durability, and accessibility of every playground he constructs.



Eagle's View Elementary Playground & Soccer Field Proposal



Robert Czopek, Site Foreman, Trost Construction, Inc. CPSI # 55005-725

Role: Playground installation, concrete work, QC, site safety

Robert Czopek, a Playground Installer at Trost Construction, Inc. since April 2010, brings nearly two decades of experience constructing playgrounds for various clients, including the Fairbanks North Star Borough, School Districts, military installations, villages, and non-profits. Certified as a Playground Safety Inspector (CPSI), Robert prioritizes safety and quality in every project, holding certifications in First Aid, CPR, & AED, as well as completing OSHA 30-Hour Safety Training. With his expertise and commitment, Robert ensures each playground project is built safely, on time, and with meticulous care.

Joe Henning, Owner/Operator, Joe Henning Construction, Inc.

License # Ak/CONS35530, P.O. BOX 920524, DUTCH HARBOR, AK 99692

Role: Site Excavation and Civil Work

Joe Henning, owner of Joe Henning Construction Inc., has been an Unalaska resident since 1980 and brings over 40 years of construction experience. His background includes work in general construction, heavy equipment maintenance, and municipal service.

He began construction work in Dutch Harbor (1980–1988), served in the United States Marine Corps (1988–1992), and worked as a container crane mechanic (1992–2000). He later held roles in construction and with the City of Unalaska in vehicle maintenance (2001–2005).

Since 2005, Mr. Henning has operated his own construction company, delivering reliable, high-quality work with a strong focus on safety and meeting project specifications.

Recent Similar Projects

- Water and sewer. Dirt work. Foundations
- Civil dirt work for Turnagain marine. For the city of Unalaska dock extension
- Dirt work for F&W. Unalaska library
- Dirt work for Trident seafood. Alongside Fisher construction
- Geothermal exploration City of Akutan
- Hydroelectric upgrading city of Akutan



Bethal Ayaprun Playground 2024

Trost Construction, Inc. 2383 Nugget Loop, Fairbanks, AK 99709

License # - AK/289692, CONG28596, City of Fairbanks 1337

References: *Cindy Jacobson, FNSB Project Manager, 907.459.1343*

Emily Proper, FNSB School District Director of Procurement, 907.452.2000 x11345

Carmen Halliburton, FW Army, Installation Management Command NAF Contracting Division, 907.310.4072

Recent Similar Projects

- 2025 South Fairbanks Park Playground, Fairbanks, AK. Cost: \$889K
- 2025 Pioneer Park Playground, Fairbanks, AK. Cost: \$2.4M
- 2025 University Park Playground, Fairbanks, AK. Cost: \$1.3M
- 2024 Bethel Ayaprun Elementary Playground, Bethal, AK. Cost \$130K
- 2024 School Age Center Playground, Fairbanks, AK. Cost: \$244K
- 2024 Weller Elementary School Playground, Fairbanks, AK. Cost: \$225K
- 2023 Growden Field Baseball Turf (Subcontractor), Fairbanks, AK. Cost: \$66K



Turf Fields Complex 2014



Eagle's View Elementary Playground & Soccer Field Proposal

Recent Similar Projects Continued

- 2023 Snedden Park Playground, Fairbanks, AK. Cost: \$126K
- 2023 Andersen Crawford Elementary Playground, Fairbanks, AK. Cost: \$152K
- 2023 Graehl Park Replacement, Fairbanks, AK. Cost: \$575K
- 2023 Rotary Club Tanana Lakes Playground, Fairbanks, AK. Cost: \$141K
- 2022 Barnette Elementary Playground, Fairbanks, AK. Cost: \$61K
- 2022 Hughes Elementary Playground, Hughes, AK. Cost: \$40K
- 2022 Blue Bell Park, Fairbanks, AK. Cost: \$295K
- 2022 Engineer Field Playground, US Army FW, Fairbanks, AK. Cost: \$346K
- 2014 Turf Fields Complex (Subcontractor), Fairbanks, AK. Cost: \$52K



Growden Field Baseball Turf 2023



U-Park Elementary 2025



Snedden Park 2023



Graehl Park 2023



FW Engineer Field playground 2022



Hughes Elementary playground 2022



Eagle's View Elementary Playground & Soccer Field Proposal

The Following Pages are

- Page 8 Game Time Installer Certification
- Page 9 Construction Schedule
- Page 10-11 Bid Bond
- Pages 12-23 Sample Certificate of Insurance





A PLAYCORE Company

CERTIFICATE OF ACHIEVEMENT

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Trost Construction, Inc.

Has successfully completed a course in techniques and procedures required for proper installation of GameTime playground Equipment

In recognition of the successful completion of this training and in acknowledgement for a certified installer, Trost Construction, Inc. is hereby designated

OFFICIAL CERTIFIED INSTALLER

By receipt of this designation, Trost Construction, Inc. agrees to install GameTime playground equipment in accordance with GameTime specifications and installation instructions

This Designation is effective from February 20, 2025 to February 19, 2027
Within the territorial boundaries of Great Western Recreation

In witness whereof, we have affixed our signature this 20th day of February 2025



Kim Blackwood

Kim Blackwood
VP of Customer Satisfaction and Compliance

Spencer Cheak

Spencer Cheak
Group President



P.O. BOX 3967 PEORIA, IL 61612-3967
 P: (800)645-2402 E: contract.surety@rlicorp.com
 RLISURETY.COM

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, Trost Construction, Inc.
 of 2383 Nugget Loop, Fairbanks, AK 99709
 as Principal, and Contractors Bonding and Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
 do business in the State of Alaska, are held and firmly bound unto
City of Unalaska Parks, Culture & Recreation, PO Box 610, Unalaska, AK 99685, as Obligee, in the penal sum of
Five Percent of Total Amount Bid (5%),
 for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
 assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
 proposal or a bid to the Obligee on a contract for Eagles View Elementary Playground and Soccer Field Improvement Project.

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
 therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
 the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
 pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
 obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
 shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
 be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
 (90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 16th day of April, 2026.



Trost Construction, Inc.
 Principal
 By: James McGee

Contractors Bonding and Insurance Company
 By: Teri Landean
 Teri Landean Attorney in Fact

ADDRESS ALL CORRESPONDENCE TO:
Contractors Bonding and Insurance Company
 P.O. Box 3967
 Peoria, IL 61612-3967
 800-645-2402

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Susan K. Langston, Teri L. Landean, Jasah Sumpter, Anna Jespersen, Bianca Rogers, Chelsea Steele, Lillian Jerzak, Natashia Lee, Brook Bernier, Brianna Murphy, Adam Sutton, Michelle Farmer, jointly or severally

in the City of Anchorage, State of Alaska its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 16 day of April, 2026.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Eric Raudins
Eric Raudins Sr. Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 16 day of April, 2026, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 16 day of April, 2026.

By: Jill A. Scott
Jill A. Scott Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

ALASKA BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

Additional premium charge for this endorsement shall be 1.85% of the total standard premium for this policy, subject to a \$250 minimum annual charge per policy.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 3

Countersigned By _____

CONTRACTORS' GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

SCHEDULE OF COVERAGES ARE SUMMARIZED BELOW

1. Miscellaneous Additional Insureds

8 additional insured extensions.

Primary and Noncontributory Insurance

2. Damage To Premises Rented to You

Limit increased to \$500,000.

3. Medical Payments

Limits increased to \$15,000.

Reporting period increased to three years from the date of accident.

4. Non-owned Watercraft

Increased to 50 feet.

5. Supplementary Payments

Cost of bail bonds increased to \$10,000.

Daily loss of earnings increased to \$500.

6. Newly Formed Or Acquired Organizations

Coverage extended to the end of the policy period or the next anniversary of this policy's effective date.

7. Liberalization Clause

8. Unintentional Failure To Disclose Hazards

9. Notice of Occurrence

10. Broad Knowledge of Occurrence

11. Bodily Injury - Extension of Coverage

12. Expected Or Intended Injury

Reasonable force - bodily injury or property damage.

13. Blanket Waiver of Subrogation

Waiver of subrogation where required by written contract or written agreement.

14. In Rem Actions

1. MISCELLANEOUS ADDITIONAL INSUREDS

Section II Who Is An Insured is amended to include as an additional Insured any person or organization described in Paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

Any state or governmental agency or subdivision or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required by any ordinance, law or building code to include as an additional insured on this coverage part is an additional insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or political subdivision.

b. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you, or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization is an additional insured only with respect to their liability for "bodily injury", "property damage" or "personal and Advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or

- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

h. Owners, Lessees or Contractors

- (1) Such person or organization is an additional insured for "bodily injury", "property damage" and "personal and advertising injury" if, and only to the extent that, the injury or damage is caused by negligent acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract applies. This person or organization does not qualify as an additional insured with respect to injury or damage caused in whole or in part by independent negligent acts or omissions of such person or organization.
- (2) However, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - i. the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design or specifications; and
 - ii. supervisory, inspection, or engineering services.
- (3) The insurance provided to this additional insured, does not cover "bodily injury" or "property damage" caused by your negligent acts and omissions in the performance of "your work" that occurs within the "products-completed operations hazard", unless the written contract contains a specific requirement that you procure completed operations coverage or coverage within the "products-completed

operations hazard" for the additional insured. However, even if coverage within the "products-completed operations hazard" is required by the written contract, such coverage is available to the additional insured only if the "bodily injury" or "property damage" occurs prior to the end of the time period during which you are required by the written contract to provide such coverage or the expiration date of the policy, whichever comes first.

Any insurance provided to an additional insured designated under Paragraphs 2.a. through 2.g. above does not apply to "bodily injury" or "property damage" included within the products-completed operations hazard."

Primary And Noncontributory Insurance

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other Insurance available to the additional insured.

Section III - Limits of Insurance, the following is added:

With respect to the insurance afforded to the additional insureds described in Paragraphs a. through h. above, the most we will pay on behalf of such additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declaration.

2. Damage To Premises Rented to You

SECTION III – LIMITS OF INSURANCE, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

If a limit is shown for Damage to Premises Rented to You the most we will pay under Coverage A for damages because of "property damage" to any one premises is the Limit shown in the Declarations or \$500,000, whichever is greater.

3. MEDICAL PAYMENTS

A. Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

7. Subject to Paragraph 5. above the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

If a limit is shown for Medical Expense in the Declarations the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the Limit shown in the Declarations or \$15,000, whichever is greater.

B. This provision 5. (Medical Payments) does not apply if Section I - Coverage C Medical Payments is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph 1.a.(3)(b) of Section I - Coverage C - Medical Payments, is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

4. NON-OWNED WATERCRAFT

A. If endorsement CG 21 09, CG 21 10, CG 24 50, or CG 24 51 is attached to the policy, Paragraph A. 2. g. (2) (b) is replaced by the following:

(b) A watercraft that you do not own that is:

- (i) Less than 50 feet long; and
(ii) Not being used to carry persons or property for a charge.

B. If Paragraph A. does not apply, Paragraph g. (2) of 2. EXCLUSION under SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

(2) A watercraft that you do not own that is:

- (a) Less than 50 feet long; and
(b) Not being used to carry persons or property for a charge.

5. SUPPLEMENTARY PAYMENTS

A. Under Section I - Supplementary Payments - Coverage A and B, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$10,000;

B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$500.

6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3.a. of Section II - Who Is An Insured is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

7. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – Paragraph 6. – Representations is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information you provided to us which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable laws and regulations.

9. NOTICE OF OCCURRENCE

The following is added to Paragraph 2. of **Section IV - Commercial General Liability Conditions - Duties In The Event of Occurrence, Offense, Claim or Suit:**

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence", offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence", offense, claim or "suit."

10. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. of **Section IV - Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense, Claim or Suit:**

You must give us or our authorized representative notice of an "occurrence", offense, claim, or "suit" only when the "occurrence", offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

11. EXPANDED BODILY INJURY

Section V - Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

12. EXPECTED OR INTENDED INJURY

Exclusion a. of **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

13. BLANKET WAIVER OF SUBROGATION

The Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV - Commercial General Liability Conditions) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

14. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 2

Countersigned By _____

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BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Various provisions in this endorsement restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS** in the Business Auto Coverage Form.

The coverages provided by this endorsement apply per "accident" and, unless otherwise specified, are subject to all of the terms, conditions, exclusions and deductible provisions of the policy, to which it is attached.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include:

- d. Any "employee" of yours while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- e. Any person or organization for whom you have agreed in writing to provide insurance such as is afforded by this Coverage Form, but only with respect to liability arising out of the ownership, maintenance or use of "autos" covered by this policy. If such person or organization has other insurance then this insurance is primary to and we will not seek contribution from the other insurance.

SECTION IV – Business Auto Conditions, Paragraph A. 5. – Transfer of Rights of Recovery Against Others To Us is amended to include:

5. Transfer of Rights of Recovery Against Others to Us

This condition does not apply to any person(s) or organization(s) to the extent that subrogation against that person or organization is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (2) – **Supplementary Payments** is replaced by the following:

- (2) Up to \$10,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (4) – **Supplementary Payments** is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.c. – Voluntary Property Damage is added as follows:

c. Voluntary Property Damage

At your written request, we may make a voluntary payment for Property Damage caused by an "insured", but without liability to a third party, up to \$25,000. We will not make a Voluntary Property Damage payment to anyone who is an "insured" under this policy.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.2. – Towing is replaced by the following:

Towing

We will pay up to \$500 for towing and labor costs incurred each time a covered "auto" that is a:

- a. Private passenger;
- b. Truck;
- c. Pick-up truck;
- d. Panel ; or
- e. Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight is disabled. However, the labor must be performed at place of disablement.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.3. – Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles is replaced by the following:

Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay the following under Comprehensive Coverage:

- a. Glass Breakage;
- b. "Loss" caused by hitting a bird or animal; and

- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

Glass Repair – Waiver of Deductible

No deductible applies to glass breakage, if the glass is repaired rather than replaced.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.a. – Transportation Expenses is replaced by the following:

a. Transportation Expenses

We will pay up to \$200 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" that is a:

- (1) Private passenger;
- (2) Truck;
- (3) Pick-up truck;
- (4) Panel; or
- (5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.b. – Loss of Use Expenses is
replaced by the following:**

**b. Loss of Use Expenses – Hired, Rented,
or Borrowed Automobiles**

We will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle hired, rented or borrowed without a driver under a written rental contract or agreement. We will pay for loss of use expenses, if caused by:

- (1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the vehicle withdrawn from service.
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the vehicle withdrawn from service.
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for the vehicle withdrawn from service.

However, the most we will pay for any expenses for loss of use is \$200 per day, to a maximum of \$1,500.

**SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.c. – Non-Transportation Loss of Use
Expenses is added as follows:**

**c. Non-Transportation Loss of Use
Expenses**

We will pay up to \$2,000 for non-transportation expense incurred by you, because of "loss" to a covered "auto", if caused by:

- (1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the "auto" withdrawn from service;

- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the "auto" withdrawn from service;
or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for the "auto" withdrawn from service.

**SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.d. – Airbag Coverage is added as
follows:**

d. Airbag Coverage

We will pay for the cost to repair, replace, or reset an airbag that inflates for any reason other than as a result of a collision, if the Declarations indicate that the covered "auto" has Comprehensive Coverage or Specified Causes of Loss Coverage.

**SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.e. – Rental Reimbursement
Coverage is added as follows:**

e. Rental Reimbursement Coverage

We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto" that is a:

- (1) Private Passenger;
- (2) Truck;
- (3) Pick-up truck;
- (4) Panel; or
- (5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

- (1) We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
- (a) The number of days reasonably required to repair or replace the covered "auto".
 - (b) 30 days.
- (2) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- (3) The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Rental Reimbursement Coverage Form CA 99 23.

SECTION IV – BUSINESS AUTO CONDITIONS – Paragraph B.2. – Concealment, Misrepresentation Or Fraud is amended by adding Unintentional Failure to Disclose Hazards at the end of Paragraph B.2. as follows:

Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

SECTION IV – BUSINESS AUTO CONDITIONS – Paragraph B.5.b. – Other Insurance is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent, or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

SECTION V – DEFINITIONS – Paragraph C. – "Bodily injury" is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these. Mental anguish means any type of mental or emotional illness or disease

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 2

Countersigned By _____

ALEUTIAN GENERAL, LLC

CONTRACTOR PROPOSAL PACKAGE

Start Date: June 1, 2026

Substantial Completion: August 10, 2026

Eagles View Elementary Playground & Soccer Field Improvements Unalaska, Alaska

Aleutian General, LLC respectfully submits this proposal for the Eagles View Elementary Playground & Soccer Field Improvements Project.

As a locally based contractor, we bring a civil construction-focused approach with expertise in earthwork, drainage systems, subgrade preparation, structural concrete, and playground and park development.

Our completed projects include Kelty Field Trail & Playground (2002), Sitka Spruce Playground Improvements, and UCSD Playground Improvements (2020).

We are prepared to meet the required schedule and deliver a high-quality, compliant project.

Sincerely,



Glenn Olson
Aleutian General, LLC

COMPANY OVERVIEW

Aleutian General, LLC is an Alaska-based contractor specializing in heavy civil construction, with a background in playground construction, park improvements, and site development in remote and coastal environments. The company delivers full-scope site and civil infrastructure solutions, including grading, subgrade preparation, drainage systems, concrete work, and installation of recreational facilities.

Aleutian General has proven capability in executing projects requiring precision earthwork, compaction control, drainage installation, and structural concrete, while maintaining strict compliance with the 2020 Alaska DOT Standard Specifications and applicable municipal requirements. The company is experienced in managing complex site conditions, including unstable soils, high-moisture environments, and limited access logistics common to Unalaska and the surrounding regions.

With a disciplined, production-driven approach, Aleutian General prioritizes schedule adherence, quality control, and long-term performance of constructed infrastructure. The firm consistently delivers projects that meet or exceed specifications for durability, safety, and constructability, making it a reliable contractor for civil and recreational improvement projects in Alaska.

PROJECT APPROACH & METHODOLOGY

Aleutian General, LLC will execute the Eagles View Elementary Playground & Soccer Field Improvements project using a civil construction-driven approach, prioritizing site control, subgrade performance, drainage integrity, and long-term durability. All work will be performed in accordance with the ASTM Playground Safety Standards, the CPSC Public Playground Safety Handbook, the ADA Accessibility Guidelines, the manufacturer's installation requirements, and the applicable State of Alaska and City of Unalaska construction standards, including 2020 Alaska DOT Standards, and the requirements outlined in the RFP.

Third Party

- Concrete testing for 3500 PSI concrete.
- Contractor shall provide construction surveying and layout services necessary to construct the project in accordance with the project plans.

Pre-Construction Planning

1. Review project plans and specifications, and coordinate utility locates prior to excavation. Develop a project schedule aligned with the required completion date.
2. Site Protection & Safety: install temporary construction fencing, maintain pedestrian safety and signage, protect existing pavement, fencing, and structures, and repair any damage caused during construction.
3. Soccer Field Improvements: remove organic material from existing field, perform grading and subgrade preparation, install drainage infrastructure, install concrete edging and nailer boards, prepare base for artificial turf installation (by others).
4. Playground Construction: Perform site grading and subgrade prep, install drainage systems and gravel base, construct concrete curbing and edging, install owner-furnished playground equipment, and install interlocking playground tile surfacing.
5. Provide concrete testing for 3500 PSI compliance, and conduct layout and construction surveying.
6. Site Restoration: Hydroseed and restore all disturbed areas, Smooth and grade all non-paved areas, Deliver clean and finished site.
7. Project Closeout: Final inspection and punch list completion, verification of compliance with all safety standards, and turnover ready for public use.

CONTRACTOR QUALIFICATIONS

- Licensed Contractor – State of Alaska
- Fully insured and bonded
- Experienced with municipal and public works projects
- OSHA-compliant safety program
- Site-specific safety planning and hazard mitigation

Site grading and Subgrade preparation

- Drainage infrastructure installation
- Concrete curbing, edging, and flatwork
- Playground equipment installation
- Safety surfacing systems
- Work in active school and public environments

Standards Expertise

- ASTM International
- Consumer Product Safety Commission
- ADA Accessibility Guidelines
- 2020 Alaska DOT Standard Specifications
- Technical Capabilities

RELEVANT PROJECT EXPERIENCE

2020 - Unalaska Playground Improvements (Multi-Site Project)

Location: Unalaska, Alaska

Client: City of Unalaska

2020 - Sitka Spruce Playground Improvements

Location: Unalaska, Alaska

Client: City of Unalaska

2002 - Kelty Field Trail & Playground

Location: Unalaska, Alaska

Client: City of Unalaska

REFERENCES

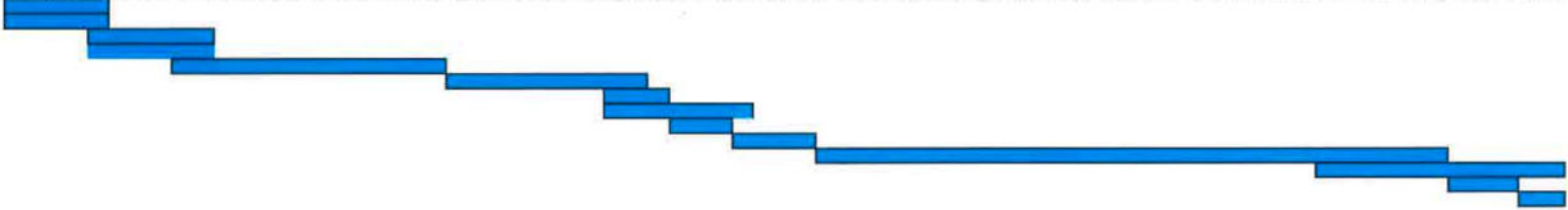
City of Unalaska – Kelty Field Trail & Playground – Tom Regan

City of Unalaska – Sitka Spruce Playground Improvements – Tom Regan

UCSD – Playground Improvements – Tom Regan

6/1 6/2 6/3 6/4 6/5 6/6 6/7 6/8 6/9 6/10 6/11 6/12 6/13 6/14 6/15 6/16 6/17 6/18 6/19 6/20 6/21 6/22 6/23 6/24 6/25 6/26 6/27 6/28 6/29 6/30 7/1 7/2 7/3 7/4 7/5 7/6 7/7 7/8 7/9 7/10 7/11 7/12 7/13 7/14 7/15 7/16 7/17 7/18 7/19 7/20 7/21 7/22 7/23 7/24 7/25 7/26 7/27 7/28 7/29 7/30 7/31 8/1 8/2 8/3 8/4 8/5 8/6 8/7 8/8 8/9 8/10

- SURVEY : 5 Days : June 1 - June 5
- Mobilization & Site Setup : 5 Days : June 1 - June 5
- Site Clearing & Stripping : 6 Days : June 5 - June 10
- DEMO - Playground Tiles, Concrete, & Equipment : June 9 - June 10
- Earthwork & Rough Grading : 10 Days : June 8 - June 20
- Subgrade Prep & Compact : 9 Days : June 21 - June 29
- Drainage Installation : 3 Days : June 28 - June 30
- Aggregate Base Placement : 7 Days : June 28 - July 4
- Soccer Field Concrete Edging : 3 Days : July 1 - July 3
- Playground Concrete Edging : 4 Days : July 4 - July 7
- Playground Equipment & Concrete Installation : 29 days : July 8 - August 6
- Surfacing Installation : 10 Days : July 31 - August 9
- Site Restoration & Seeding : 3 Days : August 6 - August 8
- Final Inspection/Punch List : 2 Days : August 9 - August 10



ALEUTIAN GENERAL, LLC

COST PROPOSAL SHEET

*Eagles View Elementary Playground & Soccer Field Improvements
Unalaska, Alaska*

**We acknowledge Addendum's 1, 2, and 3 (see attached)



Item #	Scope of Work	Amount (\$)	Notes
1	Mobilization & Demobilization	x	
2	Site Preparation & Earthwork	x	
3	Drainage Installation	x	
4	Aggregate Base & Subgrade Preparation	x	
5	Concrete Work (Curbs, Edging, Footings)	x	
6	Playground Equipment Installation	x	
7	Playground Surfacing Installation	x	
8	Site Restoration & Hydroseeding	x	
9	Lump Sum	\$1,281,712.00 One million two hundred eighty-one and seven hundred twelve dollars	

License #: 214900
Effective: 2/24/2025
Expires: 09/30/2026

State of Alaska

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing

Regulation of Construction Contractors and Home Inspectors

Licensee: **Aleutian General, LLC**

License Type: **General Contractor Without Residential Contractor Endorsement**

Status: **Active**

Doing Business As: **Aleutian General, LLC**

Note: Entity changed from 209182 on 9/18/2023

Commissioner: Julie Sande

Relationships

No relationships found.

Designations

No designations found.

Wallet Card

State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors		
Aleutian General, LLC		
DBA: Aleutian General, LLC		
As		
General Contractor Without Residential Contractor Endorsement		
License 214900	Effective 2/24/2025	Expires 09/30/2026

Aleutian General, LLC
PO BOX 810
UNALASKA, AK 99685-0810

Alaska Business License # **2184843**

Alaska Department of Commerce, Community, and Economic Development

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

This is to certify that

Aleutian General, LLC

PO Box 810, UNALASKA, AK 99685

owned by

Aleutian General, LLC

is licensed by the department to conduct business for the period

October 7, 2024 to December 31, 2026
for the following line(s) of business:

23 - Construction



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

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

Julie Sande
Commissioner

Certificate # 271026R

Year 2026

CITY OF UNALASKA
Sales Tax Exemption Certificate – Goods for Resale

Issued To:

ALEUTIAN GENERAL, LLC

Per UCO§6.40.030(T) and §6.40.040(C), seller may allow a sales tax exemption to the above named business for the following categories of merchandise:

- 1. CONS Construction materials**
- 2. SUBC Subcontracts to a construction contract**
- 3. GRAY Sand/gravel/rock**

Seller shall maintain a record of exempt sales, including exemption certificate number, merchandise category and amount and submit the record with seller's sales tax return. Buyer shall keep receipts for six years.


City Clerk's Office

12/15/2025
Date



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Aleutian General, LLC

PO Box 810

Unalaska, AK 99685

OWNER:

(Name, legal status and address)

City of Unalaska

43 Raven Way

PO Box 610

Unalaska, AK 99685

BOND AMOUNT: Five Percent (5%) of Bid Amount

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)

PO Box 14498

Des Moines, IA 50306

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Eagles View Elementary Playground & Soccer Field Improvement Project


Unalaska, AK

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

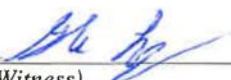
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

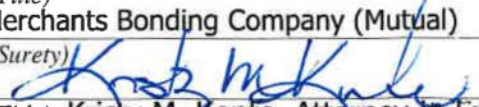
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **20th** day of **April, 2026**


(Witness)

Aleutian General, LLC
(Contractor as Principal) (Seal)


(Witness)

(Title)
Merchants Bonding Company (Mutual)
(Surety)

(Title) **Kristy M. Konte, Attorney-in-Fact**



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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ACI-A31070810

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Chase McGraw; Glen Lopez; James Geerin; Kelly Michael Layman; Kirk C Leadbetter; Kristy M Konte; Tanya Lee Hutchison

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

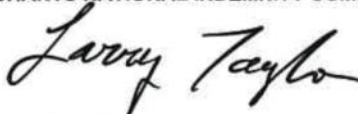
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

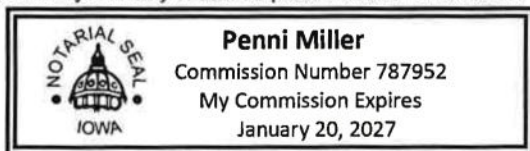



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of April, 2026.




Secretary

Eagle's View Elementary School Playground Installation
ADDENDUM 3

1	How will the evaluation criteria be based, by percentages: Contractor qualifications and experience- 30% Experience with playground installation and site work- 20% Project schedule and ability to meet completion deadline- 10% Cost proposal- 35% References and past project performance- 5%	
2	Will compaction testing and concrete testing be an expense covered by contractor?	no
3	bonding requirements are 5% for a bid bond and 100% for payment and performance bonds	

City of Unalaska
Request for Proposal
Eagles View Elementary Playground & Soccer Field Improvement Project
Addendum 1, April 7, 2026

Addendum 1

Owner: City of Unalaska

Project: Eagles View Elementary Playground & Soccer Field Improvement Project

Date: April 7, 2026

This addendum hereby makes the following change:

1. The deadline for submission of proposals in response to this Request for Proposals (RFP) has been extended. Proposals are now due no later than **5:00 PM on April 20, 2026**.

All other terms, conditions, and requirements of the RFP remain unchanged.

Eagle's View Elementary School Playground Installation
ADDENDUM 1

1	Does this job require Alaska Tile 36 pay rates and certified payrolls?	YES	
2	Is the geotextile for under the rubber tile provided with the rubber tile?	NO	
3	Could we get the equipment and rubber tile ETA?	Equipment Phase 1 (2-5 playground and all free-standing equipment) has shipped.	ETA: MAY 15
		Tile is manufacturing this month	ETA: June 5
		Equipment Phase II will ship in a couple more weeks.	ETA: June 15
4	Could we get the Turf Installers start date?	Turf installers are scheduled for July 13-31.	
5	Is the subgrade and D-1 at existing playground and asphalt areas acceptable to meet detail 4/L-9 and 2/L-9?	YES	
6	Could we get the turf installation specs for drainage?	See plans / details	
7	Will payment and performance or bid bonding be required?	Yes & Yes	
8	The 5-12 installation instructions show a Transfer System Timbers (91201) the drawings show a Custom GFRC Dinosaur Climber. What transfer system is being used? If it is the Custom Dino Climber, could we get the installation instructions and product data?	This is a custom GFRC climber. Installation instructions are not ready at this time. An estimated footing size has been added to the plans. Installation instructions will be coming soon.	
9	Will Demolition of existing playground be performed?	Bidders shall include demolition of existing playground in their bids.	
10	Will Landfill fees be waived?	No	
11	Will all materials be at the site or do bidders need to arrange transport?	Bidders need to include transportation of the playground equipment and the playground surfacing from the port to the site. Turf transport will be arranged by the turf installers. Shipment 1: Playground equipment Dims: Qty (2) 40' containers misc sized pallets and crates. Weight 10,100# EA	

Eagle's View Elementary School Playground Installation
ADDENDUM 1

		<p>Shipment 2: Playground equipment Dims: Qty (2) 40' containers misc sized pallets and crates Weight 13,300# EA</p> <p>Shipment 3 – GFRC dinosaur Dims: 1 Crate: 13'2" X 8'4" X 9'8" Weight 6,500#</p> <p>Shipment 4 – Surfacing (48) pallets 50x50x50 NON-STACKABLE Weight 90,000#</p>
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City of Unalaska Eagle's View Elementary - Playground

503 East Broadway, Unalaska, Alaska
03-14-2026

**FOR BIDDING PURPOSES ONLY
NOT FOR CONSTRUCTION**

BIDS DUE:
5pm Monday, April 20

**GREAT WESTERN
RECREATION**

MAIN OFFICE: 435-245-5055
975 SOUTH HWY 89
LOGAN UT 84321

SALES REPRESENTATIVE:
NANCY CASEY
907-394-2577
nancy@gwpark.com



VICINITY MAP

SHEET INDEX

T	Title Sheet	L 6	West Half - Footings
L 1	Project Overview	L 7	East Half Footings
L 2	Site Demo	L 8	Soccer Field Plans & Details
L 3	2-5 Playground Layout	L -9	Details
L 4	West Half - 5-12 Playground	SH	Name
L 5	East Half - 5-12 Playground	SH	Name

OWNER

City of Unalaska Department of Parks, Culture, and Recreation
Jolene Longo, Business and Operations Manager
P.O. Box 610 Unalaska, AK 99685
jlongo@unalaska.gov
907-581-1297 office :: 907-359-5954 mobile

CONSULTANT / CONTRACTORS

Great Western Recreation 975 S. Hwy 89 Logan, UT 84321 435-245-5055	Monique Anderson, PLA AELS 10961 Anderson Land Planning GameTime and GT Impax P.O. Box 680121 Fort Payne, AL 35967 435-245-5055
--	---

INSTALLER SCOPE & ASSUMPTIONS

Project involves the reconfiguration of 3 existing playground areas into 2 playgrounds and upgrading the existing soccer field to artificial turf with edging and drainage. Scope includes subgrade preparation, grading, and construction of new concrete edging. Scope also includes the layout and assembly of new playground equipment and resilient playground surfacing with a substantial completion date of August 10, 2026.

Contractor shall provide all crew, materials and equipment necessary to complete the following:

1. Furnish and erect temporary security fencing and site security as needed to prevent theft, damage, or injury during construction.
2. Protect existing site infrastructure, such as fencing, pavement, signage, structures. Contractor is 100% responsible for fixing or replacing any site elements that are damaged during construction.
3. Remove & dispose of organic layer on existing soccer field, grade, install subgrade drainage, concrete curb, nailer boards, and wear course in preparation for the installation of owner-supplied artificial turf, by others as per plans.
4. Site grading and subgrade preparation as per plans for both soccer field and playground areas to include drainage infrastructure, gravel, and new curbing.
5. Install new concrete curb as per plans.
6. Lay out and install owner-furnished playground equipment, surfacing, and site furnishings as per plans and manufacturer's installation instructions.
7. Install owner-furnished interlocking playground tile surfacing as per manufacturer's installation instructions and as per plans.
8. Hydroseed disturbed lawn areas.
9. Contractor shall provide third party material testing of subgrade compaction to 95% in 6" lifts and for 3500 psi concrete.
10. Contractor is responsible for construction survey as needed to lay out site as per plans.

Date	Revision	By
1	Details (including callout board type and attachment requirements) (ooting types, footing quantities, notes, deadline)	MA



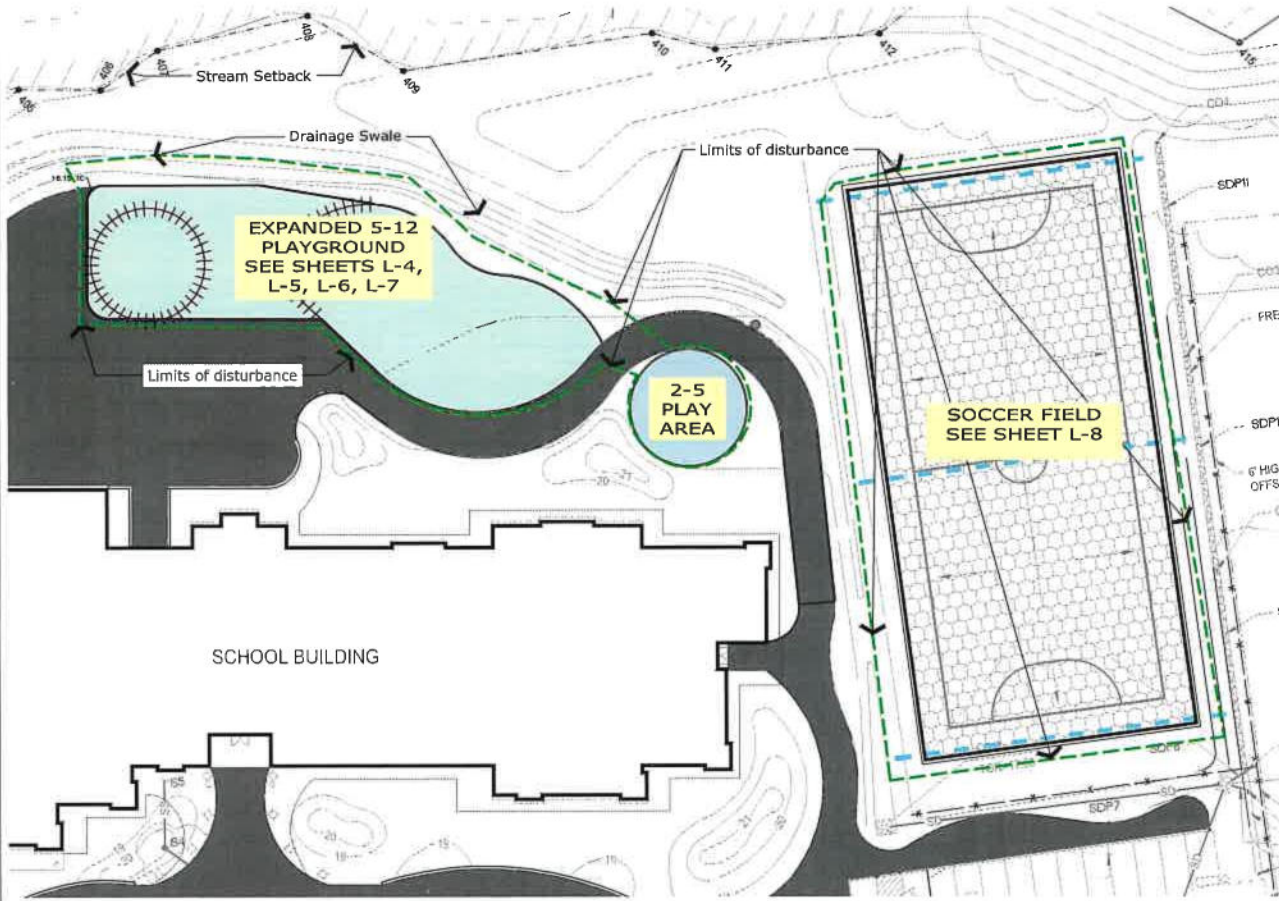
PROJECT WORK AREA



EXISTING SITE

Unalaska City School District
55 E Broadway, Unalaska
Eagle's View Elementary
503 East Broadway, Unalaska

PROJECT/QUOTE #	117777-01-01 117777-02-01
DATE	03/14/2026
SHEET TITLE	TITLE SHEET
SHEET NO.	T



1 SITE OVERVIEW

Scale: FULL SIZE 22" x 34": 1" = 20'
 Scale: HALF SIZE 11" x 17": 1" = 40'



LEGEND

- Existing Pavement
- Soccer Field
- Existing Topo
- Spot Elevation
- Top of Curb Elev.
- Existing Fence
- Limits of Disturbance
- Existing Storm Drain
- Existing Storm CB
- Existing Playground Fence
- Use Zone for Playground Equipment - Keep Clear
- Drain Pipe - Soccer Field

GENERAL NOTES:

1. All work shall be in conformance with 2020 AK DOT Standard Specifications.
2. Contractor is responsible for protecting existing pavement, landscaping, and structures from damage during installation and for repairing or replacing site elements damaged during installation.
3. Contractor is responsible for providing work area fencing, maintaining pedestrian safety, and providing signage during construction.
2. Utilities: Contractor is responsible for locating and avoiding existing utilities above and below ground during construction activities. It is the contractor's responsibility to order utility locates prior to breaking ground and to repair or replace utilities damaged during construction.
3. This drawing shall not be altered in any way. If changes are required, please contact your Great Western Recreation sales representative.
4. It is the contractor's responsibility to verify and maintain all C.P.S.C. playground safety requirements for heights, clearances, and distances related to equipment, safety surfacing, shade structures, and materials. Installation of concrete curb and bike trail by others after installation of shade structure.
5. Grade to drain, level, topsoil, and seed all non-paved areas disturbed during construction.

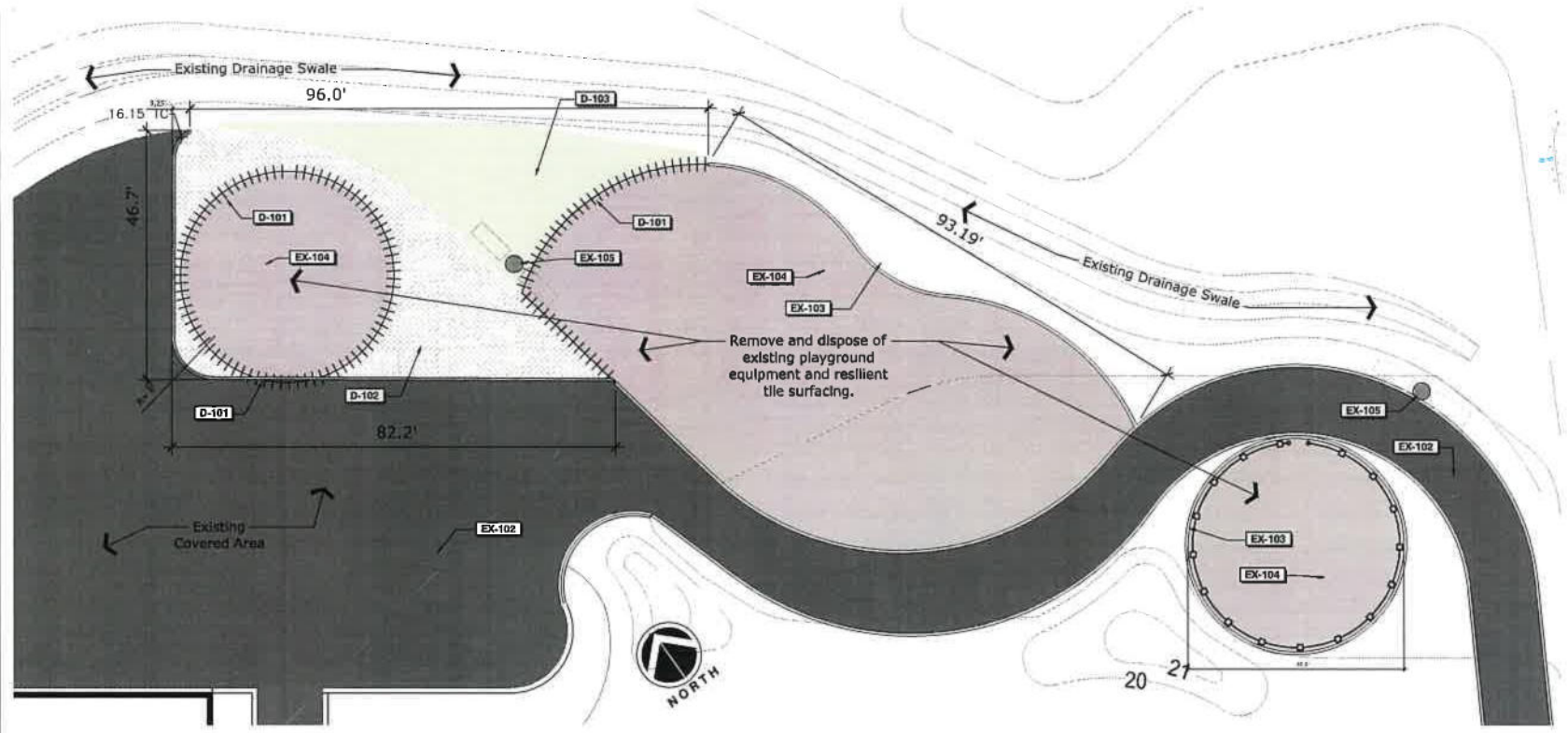
GREAT WESTERN
 RECREATION PRODUCTS
 MAIN OFFICE: 435-245-8055
 975 SOUTH HWY 89
 LOGAN UT 84321
 SALES REPRESENTATIVE:
 NANCY CASEY
 507-394-2577
 nancy@gwpark.com

DATE	REVISION	BY
1 JUN2026	Details (including palier board type and attachment requirements), footing types, footing quantities, notes, deadline.	MA

Unalaska City School District
 55 E Broadway, Unalaska
Eagle's View Elementary
 503 East Broadway, Unalaska

PROJECT/QUOTE #	117777-01-01 117777-02-01
DATE	03/14/2026
SHEET TITLE	OVERALL SITE
SHEET NO.	L-1





1 DEMOLITION & SUBGRADE PREP PLAN
 Scale: FULL SIZE 22" x 34"; 1" = 10'
 Scale: HALF SIZE 11" x 17"; 1" = 20'

LEGEND

	Existing Pavement		Existing Fence
	Soccer Field		Limits of Disturbance
	Existing Topo		Existing Storm Drain
	Spot Elevation		Existing Storm CB
	Top of Curb Elev.		Existing Playground Fence
			Use Zone for Playground Equipment - Keep Clear
			Drain Pipe - Soccer Field

Existing MAIN

SYMBOL	CODE	DESCRIPTION
	EX-102	Existing Pavement to Renew
	EX-103	Exst. Curb to Remain
	EX-104	Existing Play Areas to Remain Remove Exst. Surfacing and Prep for New Tile Surfacing
	EX-105	LIGHT POLE
	EX-106	EXISTING FENCE TO REMAIN PROTECT DURING CONSTRUCTION

Demolition

SYMBOL	CODE	DESCRIPTION	QTY	DETAIL
	D-101	Remove and Dispose of Concrete Curb	195 lf	
	D-102	Remove & Dispose of Existing Pavement Prepare for Play Surfacing	1,342 sf	
	D-103	New Play Area Converted From Natural	1,025 sf	

GREAT WESTERN
 CORPORATION
 MAIN OFFICE: 435-245-5855
 975 SOUTH HWY 89
 LOGAN UT 84321
 SALES REPRESENTATIVE:
 NANCY CASEY
 507-394-2577
 nancy@gwpark.com

By	Revision	Date
MA	Details (including roller board type and attachment requirements), footing types, footing quantities, notes, deadline.	
1		11/15/20

Unalaska City School District
 55 E Broadway, Unalaska
Eagle's View Elementary
 503 East Broadway, Unalaska

PROJECT/QUOTE #	117777-01-01 117777-02-01
DATE	03/14/2026
SHEET TITLE	DEMO PLAN
SHEET NO.	L-2



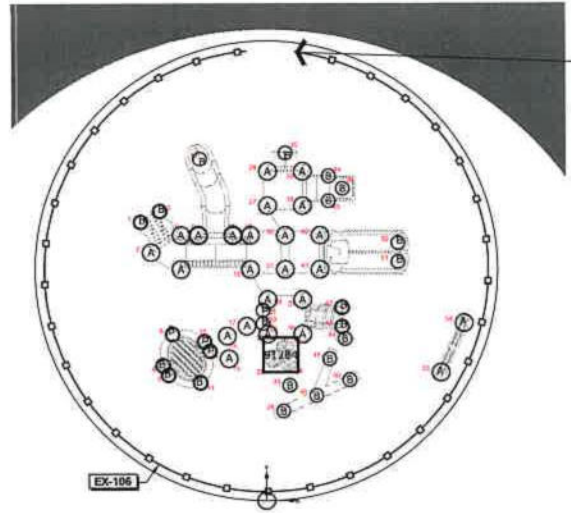
FOOTINGS ORDNATE TABLE			
HOLE	X	Y	DIAG
1	-10'-10 1/2"	24'-1 1/2"	26'-5 1/2"
2	-9'-11 1/2"	21'-8"	23'-8"
3	-9'-2 1/2"	25'-1"	26'-9"
4	-9'-11 1/2"	11'-8"	14'-8 1/2"
5	-8'-5 1/2"	10'-10"	13'-9"
6	-8'-1 1/2"	14'-4 1/2"	16'-8"
7	-7'-4 1/2"	20'-0"	21'-3 1/2"
8	-7'-4 1/2"	23'-0"	24'-1 1/2"
9	-5'-10 1/2"	23'-0"	23'-8 1/2"
10	-5'-9"	29'-7 1/2"	30'-2"
11	-5'-8 1/2"	10'-2 1/2"	11'-8 1/2"
12	-5'-4 1/2"	13'-9"	14'-9"
13	-4'-10 1/2"	12'-11"	13'-9 1/2"
14	-3'-4 1/2"	14'-3"	14'-7 1/2"
15	-3'-2 1/2"	12'-3"	12'-8"
16	-2'-10 1/2"	23'-0"	23'-2"
17	-1'-8"	15'-1"	15'-2"
18	-1'-4 1/2"	20'-0"	20'-0 1/2"
19	-1'-4 1/2"	23'-0"	23'-0 1/2"
20	-0'-3 1/2"	15'-3 1/2"	15'-3 1/2"
21	-0'-3 1/2"	16'-5 1/2"	16'-5 1/2"
22	0'-3"	11'-1"	11'-1"
23	0'-3"	14'-1"	14'-1"
24	0'-0"	0'-0"	0'-0"
25	0'-1 1/2"	14'-4 1/2"	14'-4 1/2"
26	0'-1 1/2"	17'-4 1/2"	17'-4 1/2"
27	0'-1 1/2"	25'-7"	25'-7"
28	0'-1 1/2"	28'-7"	28'-7"
29	1'-5 1/2"	7'-9"	7'-11"
30	1'-7 1/2"	30'-2"	30'-2 1/2"
31	1'-7 1/2"	20'-0"	20'-0 1/2"
32	1'-7 1/2"	23'-0"	23'-0 1/2"
33	2'-0"	9'-11 1/2"	10'-2"
34	2'-9"	11'-1"	11'-5"
35	2'-9"	14'-1"	14'-4 1/2"
36	3'-1 1/2"	14'-4 1/2"	14'-8 1/2"
37	3'-1 1/2"	17'-4 1/2"	17'-8"
38	3'-1 1/2"	25'-7"	25'-9"
39	3'-1 1/2"	28'-7"	28'-9"
40	4'-4"	9'-1 1/2"	10'-1"
41	4'-7 1/2"	20'-0"	20'-6"
42	4'-7 1/2"	23'-0"	23'-5 1/2"
43	5'-4 1/2"	26'-0"	26'-5 1/2"
44	5'-4 1/2"	28'-2"	28'-8"
45	5'-5 1/2"	12'-3"	13'-5"
46	6'-6 1/2"	15'-0 1/2"	16'-5"
47	6'-6 1/2"	16'-8 1/2"	17'-11 1/2"
48	6'-7"	27'-1"	27'-10 1/2"
49	6'-9 1/2"	14'-0"	15'-6 1/2"
50	7'-2 1/2"	10'-5 1/2"	12'-8 1/2"
51	11'-4 1/2"	20'-8"	23'-7"
52	11'-4 1/2"	22'-4"	25'-0 1/2"
53	15'-1"	11'-1"	18'-8 1/2"
54	17'-1"	15'-4 1/2"	23'-0"

IN GROUND 91708 EXTENSION REQUIRED

FOOTINGS TABLE	
TYPE	See Detail 9 on Sheet L 9 for FOOTINGS TABLE
A	
B	

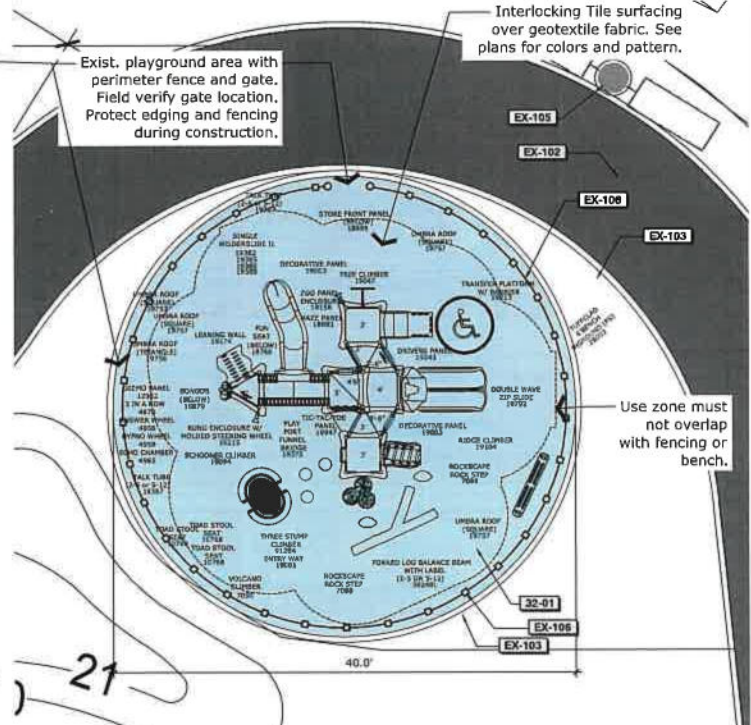
NOTE: NON-LETTERED HOLES, TO ENSURE CONCRETE REQUIREMENTS PLEASE REFER TO EACH COMPONENTS INSTALLATION SHEETS

IF COMPACTED STONE IS REQUIRED BELOW SUBGRADE, PLEASE CONTACT GANETIME FOR CUSTOM FOOTER DETAILS.



1 2-5 FOOTING LAYOUT
 Scale: FULL SIZE 22" x 34": 1" = 5'
 Scale: HALF SIZE 11" x 17": 1" = 10'

REFERENCE NOTES SCHEDULE				
SYMBOL	CODE	DESCRIPTION	QTY	DETAIL
32 Site Development				
	32-01	Unity Surfacing 2-5 Area	1,237 sf	
	32-02	Unity Surfacing for 5-12 Area	8,183 sf	
	32-05	New 6"x6" Concrete Curb	126 ll	35-9
	32-06	New Curb - with weep holes	194 ll	48-9
	32-09	Concrete Curb around Turf Field	981 ll	16-9
	32-10	Artificial Turf Field. Remove and dispose of top 8" exist. soil and soil. Backfill with gravel as per plan and details.	16,883 sf	1A-9
	32-11	Topsoil A Spread disturbed areas	4,486 sf	
	32-12	4" Perforated Pipe	341 ll	1B-9
Demolition				
	D-101	Sawcut and Dispose of Concrete Curb	198 ll	
	D-102	Remove & Dispose of Existing Pavement Prepare for Play Surfacing	1,342 sf	
	D-103	New Play Area Converted From Natural	1,025 sf	
Existing				
	EX-102	Existing Pavement to Remain	3,136,438 sf	
	EX-103	Exist. Curb to Remain	1,937 ll	
	EX-104	Existing Play Areas to Remain Remove Fabst, Surfacing and Prep for New Tile Surfacing.	7,192 sf	
	EX-105	LIGHT POLE	3	
	EX-106	EXISTING FENCE TO REMAIN PROTECT DURING CONSTRUCTION	1,533 ll	



1 2-5 PLAYGROUND AREA
 Scale: FULL SIZE 22" x 34": 1" = 5'
 Scale: HALF SIZE 11" x 17": 1" = 10'

- 2-5 PLAYGROUND SHEET NOTES:
- All work shall be in conformance with 2020 AK DOT Standard Specifications.
 - See Sheet L1 for Legend and General Notes.
 - Maintain existing playground curbing, fencing, drainage pattern, and finish grade.
 - Compact subgrade and wear course to 95% compaction prior to installation of interlocking tiles.
 - Install playground equipment as per manufacturer's installation instructions and per CPSC 2026 and ASTM F1487-25.
 - On non-lettered holes, to ensure concrete requirements please refer to each components installation sheets.
 - If compacted stone is required below subgrade, please contact GameTime for custom footer details.
 - Field verify that footing layout will result in use zone compliance with

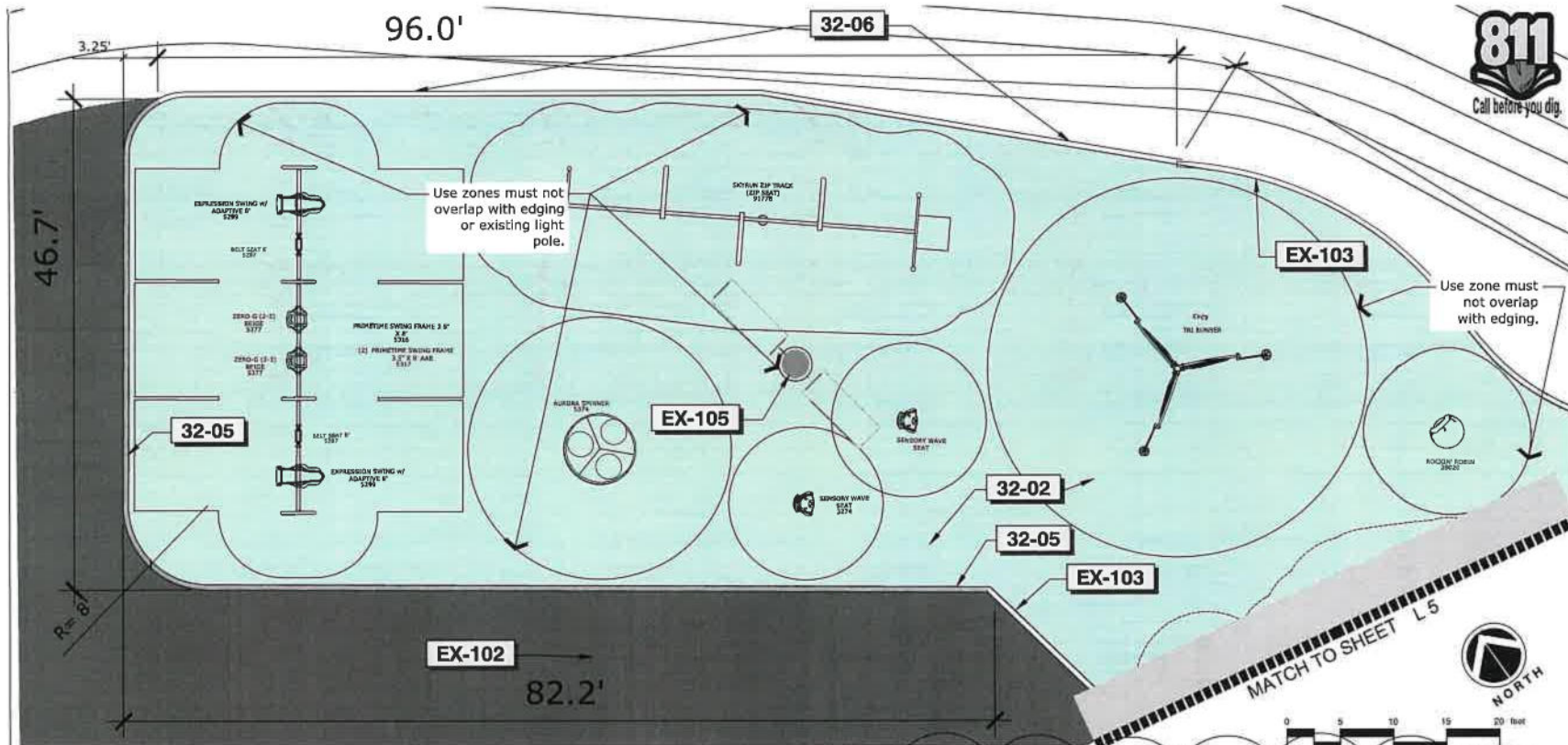
GREAT WESTERN
 P L L C
 MAIN OFFICE: 435-245-5035
 975 SOUTH HWY 69
 LOGAN UT 84321
 SALES REPRESENTATIVE:
 NANCY CASEY
 807-394-2577
 nancy@gwpark.com

Revision	By	MA
1	MA	Details (including roller board type and attachment requirements), footing bylaws, footing quantities, notes, deadline.

Unalaska City School District
 55 E Broadway, Unalaska
Eagle's View Elementary
 503 East Broadway, Unalaska

PROJECT/QUOTE #	117777-01-01 117777-02-01
DATE	03/14/2026
SHEET TITLE	2-5 PLAY AREA
SHEET NO.	L-3





GREAT WESTERN
 CONCRETE
 MAIN OFFICE: 435-245-5055
 975 SOUTH HWY 89
 LOGAN UT 84321
 SALES REPRESENTATIVE:
 NANCY CASEY
 807-394-2577
 nancy@gwpark.com

By	Revision	Details (including roller board type and attachment requirements), footing types, footing quantities, notes, deadline.
MA		
1		

Unalaska City School District
 55 E Broadway, Unalaska
Eagle's View Elementary
 503 East Broadway, Unalaska

PROJECT/QUOTE #	117777-01-01 117777-02-01
DATE	03/14/2026
SHEET TITLE	WEST HALF 5-12 PLAY AREA
SHEET NO.	L-4

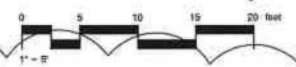
1 WEST HALF; MAIN PLAYGROUND AREA
 Scale: FULL SIZE 22" x 34"; 1" = 5'
 Scale: HALF SIZE 11" x 17"; 1" = 10'

5-12 PLAYGROUND SHEET NOTES:

- All work shall be in conformance with 2020 AK DOT Standard Specifications.
- See Sheet L1 for Legend and General Notes.
- See Sheets L 6 & L 7 for footing layout. On non-lettered holes, to ensure concrete requirements please refer to each components installation sheets.
- In existing play areas, maintain existing drainage pattern and finish grade. In expanded play areas, continue same drainage pattern.
- Compact subgrade and wear course to 95% compaction prior to installation of interlocking tiles.
- Install playground equipment as per manufacturer's installation instructions and per CPSC 2026 and ASTM F1487-25.
- On non-lettered holes, to ensure concrete requirements please refer to each components installation sheets.
- If compacted stone is required below subgrade, please contact GameTime for custom footer details.
- Field verify that footing layout will result in use zone compliance with CPSC 2026 and ASTM F1487-25. ALL play items must be at least 6' from other structures, such as existing light pole.
- If footing size is different on plans vs installation sheets, installer shall defer to larger footing size.

32 Site Development				
SYMBOL	CODE	DESCRIPTION	QTY	DETAIL
[Blue Box]	32-01	Utility Surfacing 2-5 Area	1,257 sf	
[Green Box]	32-02	Utility Surfacing for 5-12 Area 4.25" Interlocking Tiles	6,163 sf	
[Line]	32-05	New 6"x6" Concrete Curb	120 lf	32L-5
[Line]	32-06	New Curb - with weep holes	98 lf	32L-4
[Line]	32-08	Concrete Curb around Tuff Field	59 lf	32L-3
[Pattern]	32-10	Artificial Tuff Field. Remove and dispose of top 6" exist. soil and sod. Build back with gravel as per plans and details.	18,883 sf	32L-2
[Pattern]	32-11	Topsoil & Seed disturbed areas	4,466 sf	
[Line]	32-12	4" Perforated Pipe	341 lf	32L-8

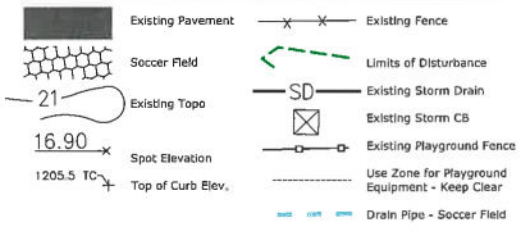
Existing MAIN		
SYMBOL	CODE	DESCRIPTION
[Line]	EX-102	Existing Pavement to Remain
[Line]	EX-103	Exit. Curb to Remain
[Line]	EX-104	Existing Play Areas to Remain Remove Stone, Surfacing and Prep for New Tile Surfacing.
[Circle]	EX-105	LIGHT POLE
[X]	EX-106	EXISTING FENCE TO REMAIN PROTECT DURING CONSTRUCTION



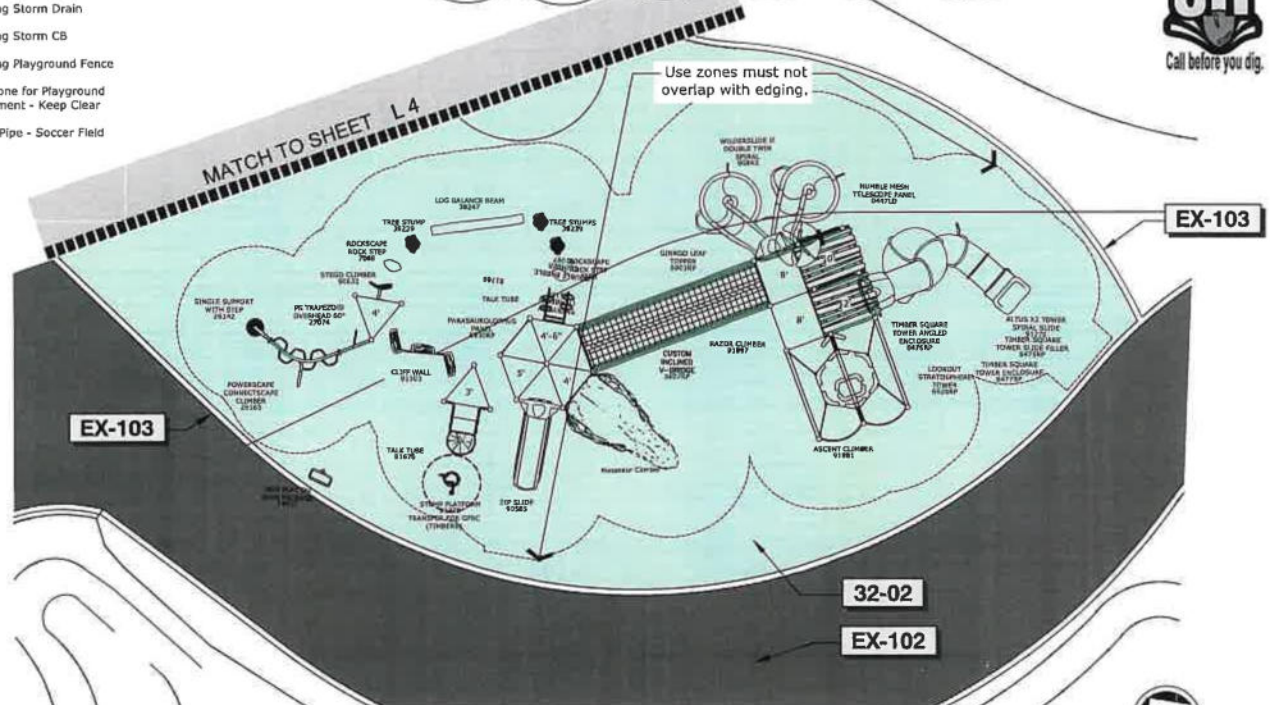
32 Site Development

SYMBOL	CODE	DESCRIPTION	QTY	DETAIL
	32-01	Utility Surfacing 2-5 Area	1,257 sf	
	32-02	Utility Surfacing for 5-12 Area 4.25' Interlocking Tiles	8,163 sf	
	32-05	New 6"x6" Concrete Curb	125 lf	3L-6
	32-06	New Curb - with weep holes	58 lf	4L-9
	32-09	Concrete Curb around Turf Fields	581 lf	1L-9
	32-10	Artificial Turf Field. Remove and dispose of top 6" exist. soil and soil. Build back with gravel as per plans and details.	18,943 sf	1L-9
	32-11	Topsoil & Seed distributed areas	4,488 sf	
	32-12	4" Perforated Pipe	341 lf	1L-8

LEGEND



- 1 5-12 PLAYGROUND SHEET NOTES:
- All work shall be in conformance with 2020 AK DOT Standard Specifications.
 - See Sheet L1 for Legend and General Notes.
 - See Sheets L 6 & L 7 for footing layout. On non-lettered holes, to ensure concrete requirements please refer to each components installation sheets.
 - In existing play areas, maintain existing drainage pattern and finish grade. In expanded play areas, continue same drainage pattern.
 - Compact subgrade and wear course to 95% compaction prior to installation of interlocking tiles.
 - Install playground equipment as per manufacturer's installation instructions and per CPSC 2026 and ASTM F1487-25.
 - On non-lettered holes, to ensure concrete requirements please refer to each components installation sheets.
 - If compacted stone is required below subgrade, please contact GameTime for custom footer details.
 - Field verify that footing layout will result in use zone compliance with CPSC 2026 and ASTM F1487-25. ALL play items must be at least 6' from other structures, such as existing light pole.
 - If footing size is different on plans vs installation sheets, installer shall defer to larger footing size.



1 EAST HALF: 5-12 PLAYGROUND STRUCTURE
 Scale: FULL SIZE 22" x 34": 1" = 5'
 Scale: HALF SIZE 11" x 17": 1" = 10'

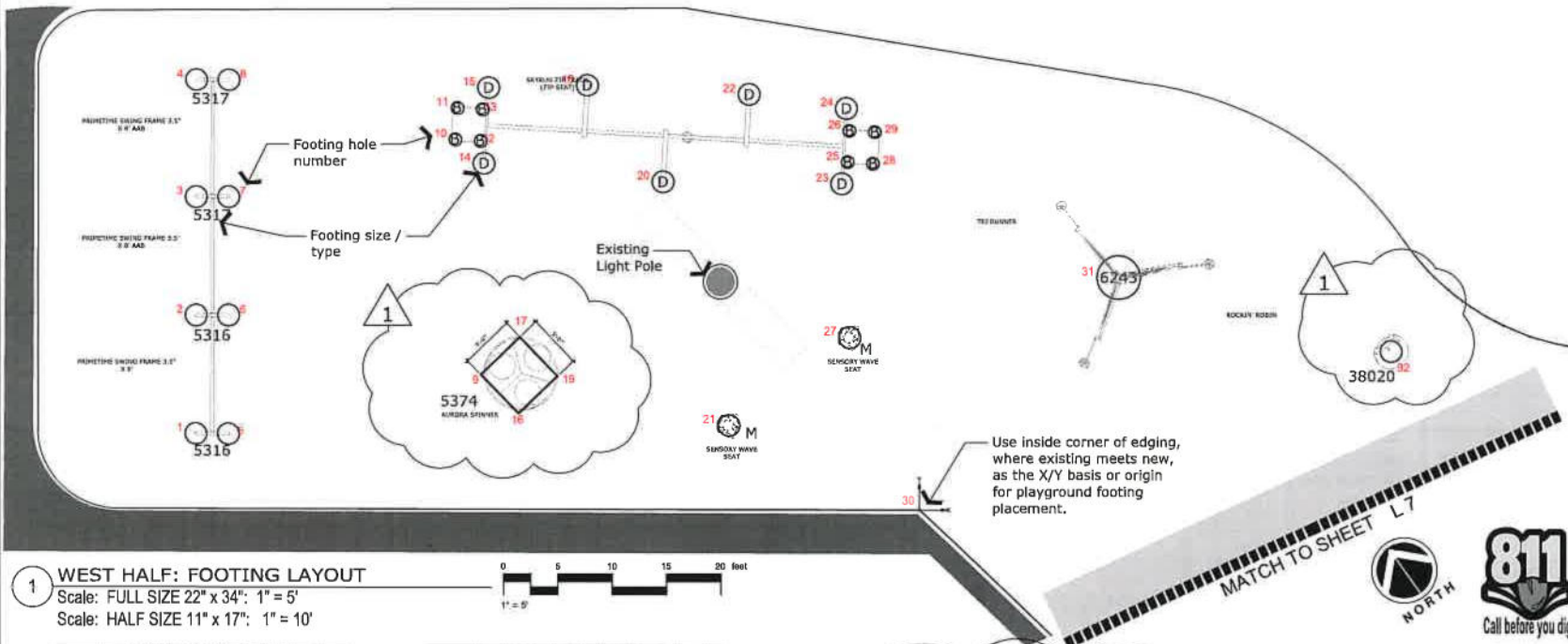


GREAT WESTERN
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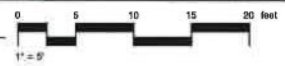
By	Revision	Date
MA	Details (including nailer board type and attachment requirements), footing types, footing quantities, notes, deadline.	
1		1/24/2022

Unalaska City School District
 55 E Broadway, Unalaska
Eagle's View Elementary
 503 East Broadway, Unalaska

PROJECT/QUOTE #	117777-01-01 117777-02-01
DATE	03/14/2026
SHEET TITLE	EAST HALF 5-12 PLAY AREA
SHEET NO:	L-5



1 WEST HALF: FOOTING LAYOUT
Scale: FULL SIZE 22" x 34": 1" = 5'
Scale: HALF SIZE 11" x 17": 1" = 10'



HOLE	X	Y	DIAG
1	-66'-7"	7'-1 1/2"	66'-11 1/2"
2	-66'-7"	18'-0 1/2"	68'-11 1/2"
3	-66'-6 1/2"	28'-11 1/2"	72'-7"
4	-66'-6 1/2"	39'-10 1/2"	77'-7"
5	-63'-7"	7'-1 1/2"	64'-0"
6	-63'-7"	18'-0 1/2"	66'-1"
7	-63'-7"	28'-11 1/2"	69'-10"
8	-63'-6 1/2"	39'-10 1/2"	75'-0 1/2"
9	-43'-9 1/2"	12'-8"	45'-7"
10	-42'-8 1/2"	34'-3 1/2"	54'-9 1/2"
11	-42'-6 1/2"	37'-2 1/2"	56'-6"
12	-40'-4 1/2"	34'-2"	52'-10 1/2"
13	-40'-2 1/2"	37'-1"	54'-8 1/2"
14	-40'-1"	32'-1"	51'-4"
15	-39'-8"	39'-1 1/2"	55'-8 1/2"
16	-37'-0"	5'-7"	37'-5"
17	-36'-8 1/2"	19'-6"	41'-7"
18	-30'-7"	39'-4 1/2"	49'-10"
19	-29'-11"	12'-5"	32'-4 1/2"
20	-23'-7 1/2"	30'-4"	38'-5 1/2"
21	-17'-7"	7'-10 1/2"	19'-3"
22	-15'-8 1/2"	38'-6"	41'-6 1/2"

HOLE	X	Y	DIAG
23	-7'-1 1/2"	30'-1 1/2"	30'-11 1/2"
24	-6'-8 1/2"	37'-2"	37'-9 1/2"
25	-6'-7"	32'-2"	32'-10"
26	-6'-5"	35'-1"	35'-8"
27	-6'-4 1/2"	16'-0"	17'-3"
28	-4'-3"	32'-0 1/2"	32'-4"
29	-4'-1"	34'-11 1/2"	35'-2 1/2"
30	0'-0"	0'-0"	0'-0"
31	18'-4 1/2"	21'-6 1/2"	28'-3 1/2"
32	43'-5"	14'-8 1/2"	45'-10 1/2"

TYPE	DIAMETER/SIDE	DEPTH*	QTY.
A			
B			
D			
G			
M			

*DEPTH IS MEASURED FROM FINISHED GRADE

NOTE: ON NON-LETTERED HOLES TO ENSURE CONCRETE REQUIREMENTS PLEASE REFER TO EACH COMPONENTS INSTALLATION SHEETS.

IF COMPACTED STONE IS REQUIRED BELOW SUBGRADE, PLEASE CONTACT GAMETIME FOR CUSTOM FOOTER DETAILS.

See Detail 7 on Sheet L 9 for FOOTINGS TABLE

5-12 PLAYGROUND SHEET NOTES:

- All work shall be in conformance with 2020 AK DOT Standard Specifications.
- See Sheet L1 for Legend and General Notes.
- See Details Sheet L9 for Footing Details and Table.
- See Sheets L 6 & L 7 for footing layout. On non-lettered holes, to ensure concrete requirements please refer to each components installation sheets.
- In existing play areas, maintain existing drainage pattern and finish grade. In expanded play areas, continue same drainage pattern.
- Compact subgrade and wear course to 95% compaction prior to installation of interlocking tiles.
- Install playground equipment as per manufacturer's installation instructions and per CPSC 2026 and ASTM F1487-25.
- On non-lettered holes, to ensure concrete requirements please refer to each components installation sheets.
- If compacted stone is required below subgrade, please contact GameTime for custom footer details.
- Field verify that footing layout will result in use zone compliance with CPSC 2026 and ASTM F1487-25. ALL play items must be at least 6' from other structures, such as existing light pole.
- If footing size is different on plans vs installation sheets, installer shall defer to larger footing size.

2 WEST HALF: FOOTING ORDINATE CHART

Date	Revision	By
1 04/13/26	1	MA

Details (including nailer board type and attachment requirements), footing types, footing quantities, notes, deadline.

Unalaska City School District
55 E Broadway, Unalaska
Eagle's View Elementary
503 East Broadway, Unalaska

PROJECT/QUOTE #	117777-01-01 117777-02-01
DATE	03/14/2026
SHEET TITLE	WEST HALF FOOTINGS
SHEET NO:	L-6



MATCH TO SHEET L7

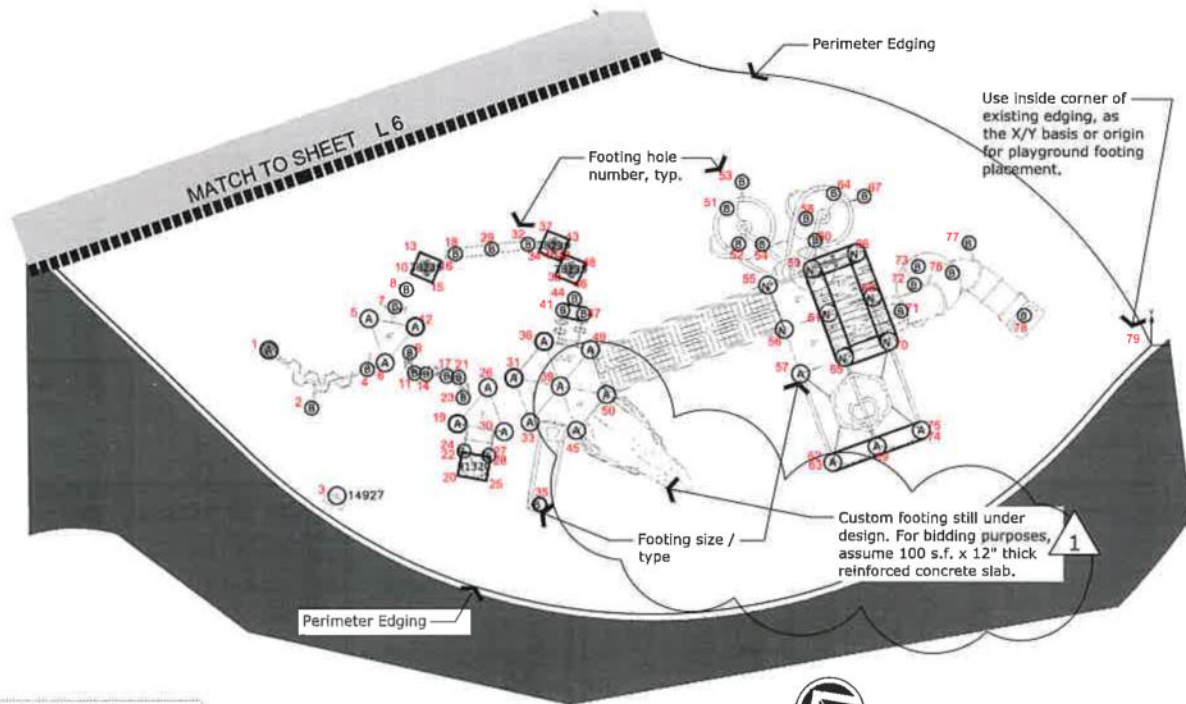
Use inside corner of edging, where existing meets new, as the X/Y basis or origin for playground footing placement.

FOOTINGS ORDINATE TABLE			
HOLE	X	Y	DIAG
1	-78'-3 1/2"	-0'-8"	76'-3 1/2"
2	-72'-7 1/2"	-5'-5 1/2"	72'-10"
3	-70'-5 1/2"	-13'-1"	71'-8"
4	-67'-9 1/2"	-2'-1 1/2"	67'-10"
5	-67'-8"	2'-3"	67'-8 1/2"
6	-66'-3"	-1'-7"	66'-3 1/2"
7	-65'-5"	3'-3 1/2"	65'-6"
8	-64'-5"	4'-9 1/2"	64'-7"
9	-64'-1 1/2"	-0'-8 1/2"	64'-1 1/2"
10	-64'-0"	6'-2"	64'-3 1/2"
11	-63'-8 1/2"	-2'-5 1/2"	63'-9"
12	-63'-7 1/2"	1'-6 1/2"	63'-8"
13	-63'-3"	8'-0"	63'-9"
14	-62'-8 1/2"	-2'-6 1/2"	62'-9"
15	-62'-2"	5'-5"	62'-4 1/2"
16	-61'-4 1/2"	7'-3"	61'-10"
17	-60'-11"	-2'-8 1/2"	60'-11 1/2"
18	-60'-2"	7'-10 1/2"	60'-8 1/2"
19	-60'-0"	-8'-10"	60'-4 1/2"
20	-60'-0"	-11'-4"	61'-0 1/2"
21	-59'-11"	-2'-9 1/2"	60'-0"
22	-59'-7 1/2"	-9'-3 1/2"	60'-4"
23	-59'-6"	-4'-6 1/2"	59'-6 1/2"
24	-59'-5 1/2"	-9'-2 1/2"	60'-2"
25	-57'-8 1/2"	-11'-9"	58'-8 1/2"
26	-57'-4 1/2"	-3'-8"	57'-6"
27	-57'-3 1/2"	-9'-7"	58'-1"
28	-57'-2"	-9'-8 1/2"	58'-0"
29	-57'-0 1/2"	8'-3 1/2"	57'-7 1/2"
30	-55'-11 1/2"	-7'-6 1/2"	56'-6"
31	-55'-1 1/2"	-2'-10 1/2"	55'-2 1/2"
32	-53'-11"	6'-8 1/2"	54'-7"
33	-53'-8 1/2"	-6'-8 1/2"	54'-1 1/2"
34	-52'-11 1/2"	8'-0 1/2"	53'-6 1/2"
35	-52'-10 1/2"	-13'-10"	54'-8"
36	-52'-6"	0'-3"	52'-6"
37	-52'-2"	9'-10 1/2"	53'-1 1/2"
38	-51'-8"	6'-0"	51'-10"
39	-51'-1"	-3'-7"	51'-2 1/2"
40	-51'-1"	7'-3 1/2"	51'-7 1/2"
41	-50'-10 1/2"	3'-0"	50'-11 1/2"
42	-50'-8 1/2"	7'-10"	51'-4"
43	-50'-4"	9'-1 1/2"	51'-2"
44	-49'-10 1/2"	4'-0"	50'-0 1/2"
45	-49'-8 1/2"	-7'-5"	50'-3"
46	-49'-7 1/2"	5'-2 1/2"	49'-11"
47	-49'-1"	2'-8"	49'-2"
48	-48'-10 1/2"	7'-1"	48'-4 1/2"
49	-48'-6"	-0'-5"	48'-6"
50	-47'-1"	-4'-3"	47'-3 1/2"
51	-36'-8"	11'-10"	38'-6"
52	-35'-7 1/2"	8'-8"	36'-8 1/2"
53	-35'-4 1/2"	14'-2"	38'-1"
54	-33'-7"	8'-6 1/2"	34'-8 1/2"
55	-33'-1 1/2"	5'-2"	33'-6 1/2"
56	-31'-9"	1'-4"	31'-9"
57	-30'-4"	-2'-6"	30'-5 1/2"
58	-29'-10 1/2"	10'-11 1/2"	31'-9 1/2"
59	-29'-3 1/2"	6'-7"	30'-0 1/2"



FOOTINGS ORDINATE TABLE			
HOLE	X	Y	DIAG
60	-29'-0 1/2"	9'-1"	30'-5"
61	-27'-11"	2'-9"	28'-0 1/2"
62	-27'-6 1/2"	-10'-2"	29'-4"
63	-27'-6 1/2"	-10'-2"	29'-4"
64	-27'-5 1/2"	13'-1 1/2"	30'-5 1/2"
65	-26'-6"	-1'-1"	26'-6 1/2"
66	-25'-5 1/2"	7'-11 1/2"	26'-8"
67	-24'-9 1/2"	12'-11"	27'-11 1/2"
68	-24'-1"	4'-1 1/2"	24'-5"
69	-23'-8 1/2"	-8'-9"	25'-3"
70	-22'-8"	0'-3 1/2"	22'-8"
71	-21'-7"	2'-11 1/2"	21'-9 1/2"
72	-20'-5 1/2"	5'-2 1/2"	21'-1 1/2"
73	-20'-1 1/2"	6'-9 1/2"	21'-3"
74	-19'-10 1/2"	-7'-4 1/2"	21'-2"
75	-19'-10 1/2"	-7'-4 1/2"	21'-2"
76	-17'-2"	6'-3"	18'-3"
77	-15'-8 1/2"	8'-10"	18'-0 1/2"
78	-10'-11 1/2"	2'-6 1/2"	11'-3"
79	0'-0"	0'-0"	0'-0"

* IN GROUND 91708 EXTENSION REQUIRED



1 EAST HALF: FOOTING LAYOUT
 Scale: FULL SIZE 22" x 34": 1" = 5"
 Scale: HALF SIZE 11" x 17": 1" = 10"



5-12 PLAYGROUND SHEET NOTES:

- All work shall be in conformance with 2020 AK DOT Standard Specifications.
- See Sheet L1 for Legend and General Notes.
- See Details Sheet L9 for Footing Details and Table.
- See Sheets L 6 & L 7 for footing layout. On non-lettered holes, to ensure concrete requirements please refer to each components installation sheets.
- In existing play areas, maintain existing drainage pattern and finish grade. In expanded play areas, continue same drainage pattern.
- Compact subgrade and wear course to 95% compaction prior to installation of interlocking tiles.
- Install playground equipment as per manufacturer's installation instructions and per CPSC 2026 and ASTM F1487-25.
- On non-lettered holes, to ensure concrete requirements please refer to each components installation sheets.
- If compacted stone is required below subgrade, please contact GameTime for custom footer details.
- Field verify that footing layout will result in use zone compliance with CPSC 2026 and ASTM F1487-25. ALL play items must be at least 6' from other structures, such as existing light pole.
- If footing size is different on plans vs installation sheets, installer shall defer to larger footing size.

2 WEST HALF: FOOTING ORDINATE CHART

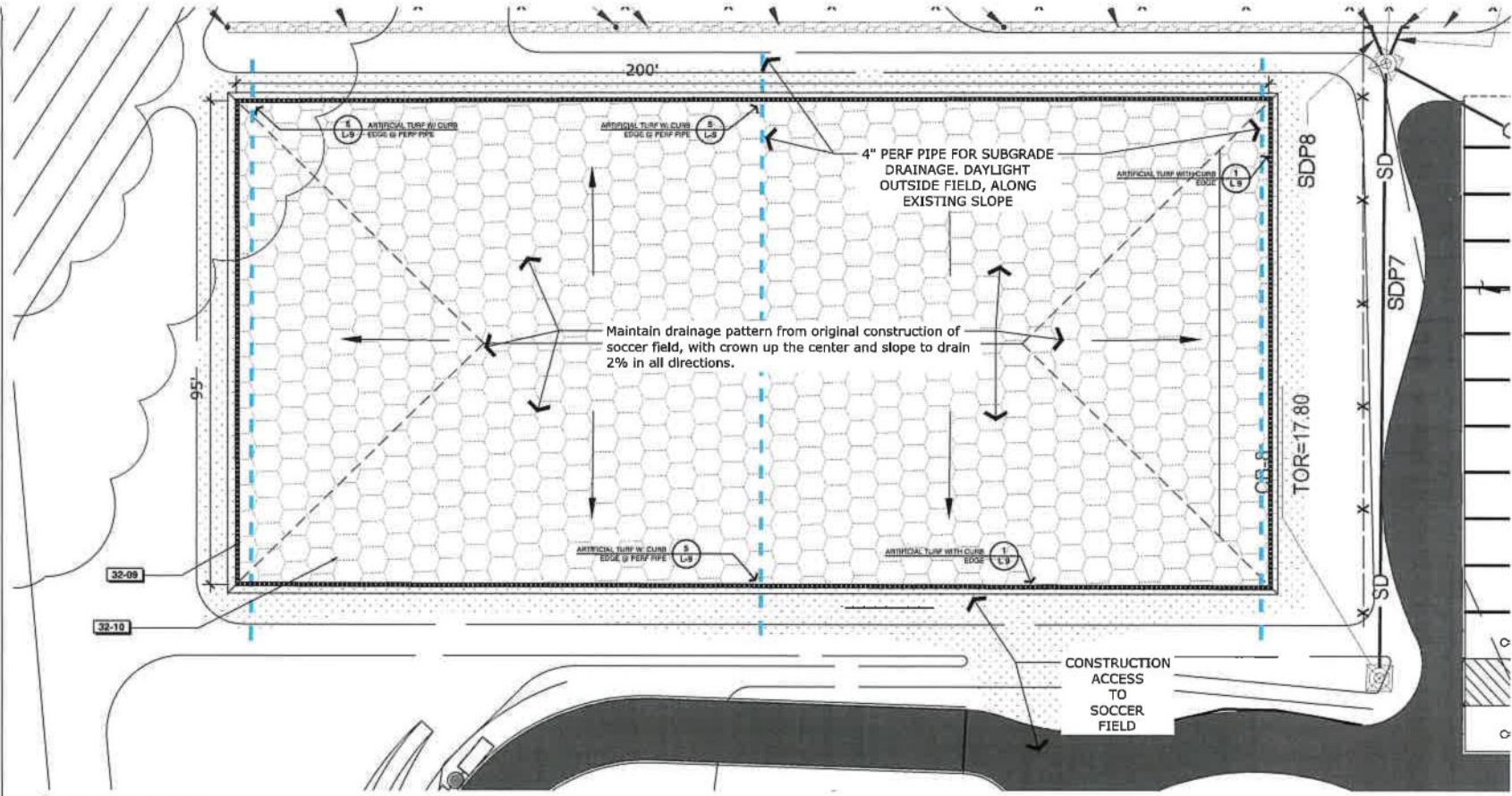
GREAT WESTERN
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Revision	By	MA
1	14927	

Details (including nailer board type and footing types, requirements, notes, deadline).

Unalaska City School District
 55 E Broadway, Unalaska
Eagle's View Elementary
 503 East Broadway, Unalaska

PROJECT/QUOTE #	117777-01-01 117777-02-01
DATE	03/14/2026
SHEET TITLE	EAST HALF FOOTINGS
SHEET NO:	L-7



1 SOCCER FIELD
 Scale: FULL SIZE 22" x 34": 1" = 10"
 Scale: HALF SIZE 11" x 17": 1" = 20"



32 Site Development

SYMBOL	CODE	DESCRIPTION	QTY	DETAIL
	32-01	Utility Surfacing 2-5 Area	1,257 sf	
	32-02	Utility Surfacing for 5-12 Area 4.25" Interlocking Tiles	8,183 sf	
	32-05	New 8"x8" Concrete Curb	128 lf	3A-9
	32-06	New Curb - with weep holes	97 lf	4L-9
	32-08	Concrete Curb around Turf Field	581 lf	1B-9
	32-10	Artificial Turf Field. Remove and dispose of top 6" exist. sod and soil. Build back with gravel as per plans and details.	18,583 sf	1B-9
	32-11	Topsoil & Seed disturbed areas	4,466 sf	
	32-12	4" Perforated Pip	340 lf	1C-9

SHEET NOTES:

- All work shall be in conformance with 2020 AK DOT Standard Specifications.
- Remove minimum 6" existing sod and topsoil. Dispose off site.
- Rebuild field as per Details 1 and 5 on Sheet L 9.

GREAT WESTERN
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 nancy@gwpark.com



By	Revision	MA
1	04/13/26	Details (including nailer board type and attachment requirements), footing types, footing quantities, notes, gridline.

Unalaska City School District
 55 E Broadway, Unalaska
Eagle's View Elementary
 503 East Broadway, Unalaska

PROJECT/QUOTE #
 117777-01-01
 117777-02-01
 DATE 03/14/2026
 SHEET TITLE
SOCCER FIELD
 SHEET NO:
L-8

FOOTINGS TABLE			
TYPE	DIAMETER/SIDE	DEPTH*	QTY.
B	1'-2" [35.56cm]	2'-6" [76.20cm]	8
D	2'-0" [60.96cm]	2'-6" [76.20cm]	7
G	4'-0" [121.92cm]	3'-6" [106.68cm]	1
M	2'-0" [60.96cm]	3'-6" [106.68cm]	2
5316/5317 Swings	2'-0"	3'-0"	8
5374 Aurora Spinner	5'-0" square	1'-3"	1
6243 Tri-Runner	4'-0"	5'-0"	1
38020 Rockin Robin	2' Square	3'-6"	1

*DEPTH IS MEASURED FROM FINISHED GRADE

WEST HALF 5-12 FOOTING SUMMARY

FOOTINGS TABLE			
TYPE	DIAMETER/SIDE	DEPTH*	QTY.
A	1'-6" [45.72cm]	2'-6" [76.20cm]	18
B	1'-2" [35.56cm]	2'-6" [76.20cm]	33
N	1'-6" [45.72cm]	3'-6" [106.68cm]	8
38239 Tree Stump	2'-0" Square	2'-1"	3
91320 Stump Platform	2'-1 x 2'-6"	1'-8"	1
14927 Sign	1'-6"	1'-9"	1
Mosasaar	100 s.f.	12" thick	1

*DEPTH IS MEASURED FROM FINISHED GRADE

EAST HALF 5-12 FOOTING SUMMARY

FOOTINGS TABLE			
TYPE	DIAMETER/SIDE	DEPTH*	QTY.
A	1'-6" [45.72cm]	2'-6" [76.20cm]	24
B	1'-2" [35.56cm]	2'-6" [76.20cm]	25
91284	3'-0" Square	1'-8"	1

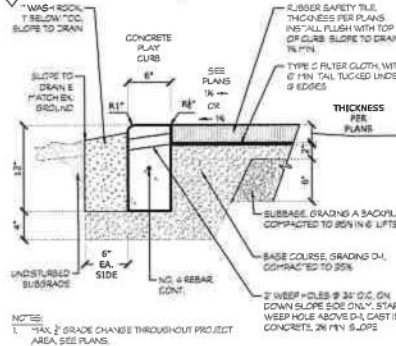
*DEPTH IS MEASURED FROM FINISHED GRADE

2-5 PLAY AREA FOOTING SUMMARY

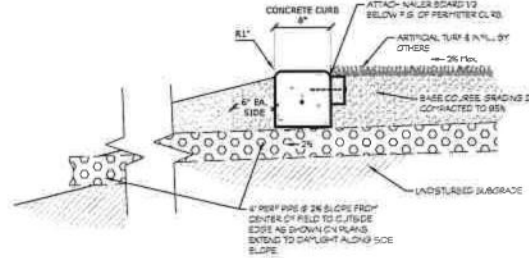
FOOTING TABLE NOTES:

- Install playground equipment as per manufacturer's installation instructions. Field verify that footing layout will result in use zone compliance with CPSC 2026 and ASTM F1487-25. ALL play items must be at least 6' from other structures, such as existing light pole, fencing, curbing.
- All sub-base, base course and concrete materials shall be in conformance with 2020 AK DOT Standard Specifications.
- Refer to manufacturer's installation instructions for Cubic Yard estimates for footings. Note that depth is measured from finished grade.
- Where footing dimensions on plans differ from those in the installation instructions, the larger sized footing design shall prevail.
- Non-lettered holes: Refer to each component's installation sheets to ensure concrete requirements are adequate for the following:
 - 38239 Tree Stump
 - 38020 Rockin' Robin
 - 6243 Tri-Runner
 - 5374 Aurora Spinner
 - 91284 Tree Stump
 - Custom: Mosasaar Climber
 - 91320 Stump Climber
 - 14927 Sign
 - 5316 / 5317 Swings

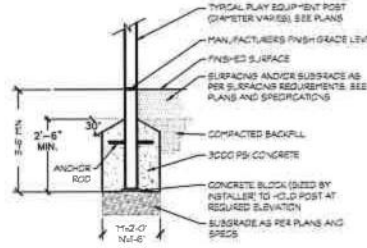
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4 PLAY CURB ALONG NATURAL AREA W/ WEEP HOLES

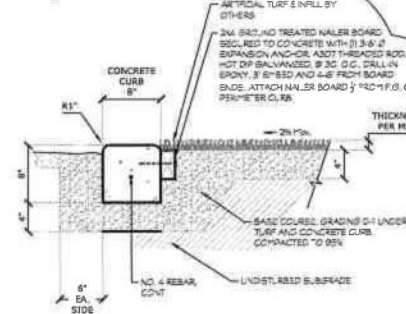


5 ARTIFICIAL TURF W/ CURB EDGE @ PERF PIPE

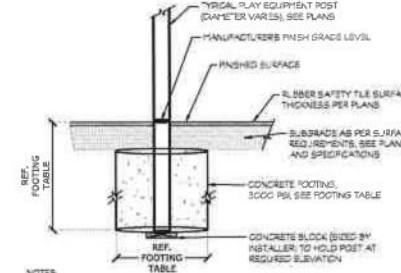


- NOTES:
- REFER TO MANUFACTURER'S INSTALLATION INSTRUCTIONS AND FOOTING TABLE FOR REQUIRED FOOTING SIZE, TYPE AND PLACEMENT.
 - INSTALL PLAYGROUND EQUIPMENT IN ACCORDANCE WITH PLANS, SPECIFICATIONS AND MANUFACTURER'S INSTRUCTIONS.
 - ALL EQUIPMENT INSTALLATION SHALL COMPLY WITH MOST RECENT C.P.S.C. AND ASTM F1951, F1487, & F1292.

6 'M' AND 'N' PLAYGROUND FOOTING DETAIL

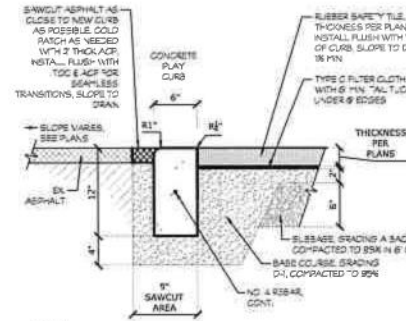


1 ARTIFICIAL TURF WITH CURB EDGE



- NOTES:
- REFER TO MANUFACTURER'S INSTALLATION INSTRUCTIONS AND FOOTING TABLE FOR REQUIRED FOOTING SIZE, TYPE AND PLACEMENT.
 - INSTALL PLAYGROUND EQUIPMENT IN ACCORDANCE WITH PLANS, SPECIFICATIONS AND MANUFACTURER'S INSTRUCTIONS.
 - ALL EQUIPMENT INSTALLATION SHALL COMPLY WITH MOST RECENT C.P.S.C. AND ASTM F1951, F1487, & F1292.

2 TYPICAL PLAY FOOTING IN SAFETY TILES



- NOTES:
- MAX. 2' GRADES CHANGE THROUGHOUT PROJECT AREA, SEE PLANS.

3 PLAY CURB ALONG EXISTING ASPHALT



MAIN OFFICE: 435-243-5555
975 SOUTH HWY 89
LOGAN UT 84321

SALES REPRESENTATIVE:
NANCY CASEY
907-384-2577
nancy@gwpark.com



Date Stamped: 04/14/2026

Revision	By	Details (including nailer board type and attachment requirements), footing types, footing quantities, notes, deadline.
1	MA	

Unalaska City School District
55 E Broadway, Unalaska
Eagle's View Elementary
503 East Broadway, Unalaska

PROJECT/QUOTE #	117777-01-01 117777-02-01
DATE	03/14/2026
SHEET TITLE	DETAILS
SHEET NO.	L-9



TRI-RUNNER



CUSTOM GFRC
DINOSAUR CLIMBER



AURORA SPINNER
& SWINGS



ZIP LINE



1 5-12 PLAY STRUCTURE



2 5-12 PLAY STRUCTURE

GREAT WESTERN
 MAIN OFFICE: 435-248-5855
 975 SOUTH HWY 89
 LOGAN UT 84321
 SALES REPRESENTATIVE:
 NANCY CASEY
 907-294-2577
 nancy@gwpark.com

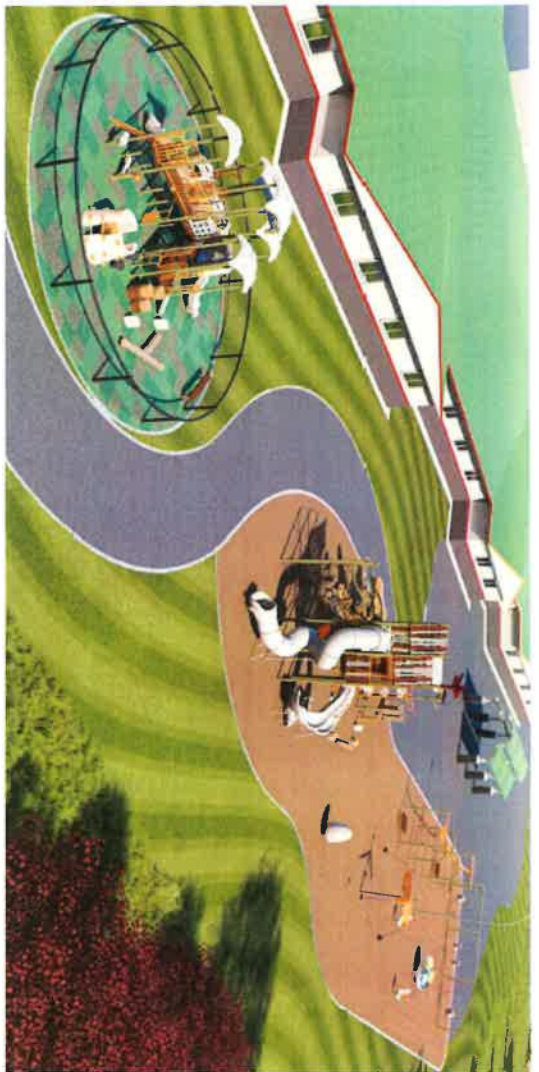
Revision	Date	By
1	04/13/2026	MA
Details (including nailer board type and attachment requirements), footing types, footing quantities, notes, deadline.		

Unalaska City School District
 55 E Broadway, Unalaska
Eagle's View Elementary
 503 East Broadway, Unalaska

PROJECT/QUOTE #
 117777-01-01
 117777-02-01
 DATE
 03/14/2026
 SHEET TITLE
 RENDERINGS
 SHEET NO.
L-11



3 2-5 PLAYGROUND



1 PLAYGROUND OVERVIEW 1



4 2-5 PLAYGROUND



2 PLAYGROUND OVERVIEW 2

GREAT WESTERN
 ARCHITECTS
 MAIN OFFICE: 435-242-5955
 815 SOUTH HWY 89
 COONAP, UT 84001
 SALT LAKE REPRESENTATIVE:
 NANCY CASEY
 801-294-2577
 nancy@greatwestern.com

Date	Revision	By
1 04/13/20	Details (including nailer board type and attachment requirements), footing types, footing quantities, notes, deadline.	MA

Unalaska City School District
 55 E Broadway, Unalaska
Eagle's View Elementary
 503 East Broadway, Unalaska

PROJECT/QUOTE #
 117777-01-01
 117777-02-01
 DATE
 03/14/2026
 SHEET TITLE
RENDERINGS
 SHEET NO.
L-10

Eagles View Elementary Playground

Reviewer	Trost Construction	Aleutian General
1	5.00	4.45
2	4.55	3.60
3	5.00	3.10
4	5.00	4.45
5	3.15	2.50
6	4.65	4.10
AVG	4.56	3.70

ATTACHMENT A

Eagles View Elementary Playground and Soccer Field Improvement Project

FORM OF CONTRACT

THIS CONTRACT is effective as of the ____ day of _____, 2026 ("Effective Date"), by and between the City of Unalaska ("City") and _____, ("Contractor").

WITNESSETH THAT:

WHEREAS the City issued Request for Proposals for Eagles View Elementary Playground and Soccer Field Improvement Project ("RFP") on March 13, 2026; and

WHEREAS Contractor submitted a proposal and this contract is being awarded to Contractor on the basis of the RFP and responsive proposal; and

WHEREAS the City desires to engage Contractor to perform the Eagles View Elementary Playground and Soccer Field Improvement Project; and

WHEREAS Contractor represents that it has the experience and ability to perform such services; and

WHEREAS the parties hereto desire to enter into an agreement setting forth the terms under which the Contractor will, as requested, perform such services;

NOW THEREFORE the parties hereto do mutually agree as follows:

1. THE WORK

Contractor shall complete all work as specified or indicated in the Contract Documents, which are enumerated in Section 12 of this Contract. In general, the Work will include but not be limited to; demo of existing equipment, surfacing, curbs and asphalt, site excavation and backfill and grading, new concrete curbing, installation of new play equipment and surfacing.

2. CONTRACT TIME

The date of substantial completion shall be on August 10, 2026

3. CONTRACT PRICE AND PAYMENT

A. City shall pay to Contractor \$1,023,000.00 pursuant to this Contract.

B. Contractor shall submit monthly invoices as services are performed and costs are incurred. City may, at its option, withhold ten percent (10%) from each monthly payment pending satisfactory completion of the work by Contractor. Provided that Contractor submits a proper invoice, in such form accompanied by such evidence in support thereof as may be reasonably required by the City, invoices are otherwise due and payable within thirty (30) days of receipt by City.

4. REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICES

If any defined action, duty, or service, or part thereof, assigned or required by the Contract is not performed by the Contractor, the value of such action, duty, or service (or part thereof) will be determined by the City and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service or part thereof has been completed and is determined to be unsatisfactory by the City, the Contractor will be notified and given the opportunity to correct any deficiencies within a certain time as designated by the City. Payment for unsatisfactory work will be withheld by the City from any invoice or monthly billing period until such time as the work is determined to be acceptable.

5. INSURANCE

Contractor shall obtain and maintain for the duration of the term of this Contract, including any extension, the insurance requirements set forth in the Request for Proposal, Insurance Requirements

6. INDEMNIFICATION

Contractor covenants and agrees to defend, indemnify and hold harmless the City, its officers, employees, agents, subcontractors, insurers, successors and assigns from and against each and every demand, claim, cause of action, liability, damage, loss, cost and expense (including, but not limited to, reasonable attorney's fees and expenses) arising from or relating to (a) any breach of Contractor's representations or warranties under this Contract; (b) any breach of Contractor's obligations under this Contract; (c) any act or omission of Contractor, its officers, contractors, subcontractors, licensees, agents, servants, employees, invitees or visitors in connection with this Contract or concerning the work; PROVIDED, however, that Contractor shall not be under any obligation to defend, indemnify or hold the City harmless against claims to the extent arising out of City's gross negligence or intentional misconduct. Contractor's obligations under this paragraph shall survive termination of this Contract.

7. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warrant, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct the price of such consideration from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

8. NOTICES

All notices required or permitted to be given under this Contract shall be in writing and (i) delivered personally to the designated officer of the party to whom directed; or (ii) sent by registered or certified United States mail, postage prepaid, return receipt requested. All such notices shall be addressed to the party to whom directed as follows:

City: Brian Thacker, Director of Public Works
City of Unalaska

P.O. Box 610
Unalaska, Alaska 99685

Contractor:

Either party may change the address for receipt of written notice by notice to the other party in writing.

9. GOVERNING LAW AND FORUM

This Contract shall be construed and interpreted in accordance with, and governed and enforced in all respects by, the laws of the State of Alaska. In the event of a dispute under or as to the terms of this Contract, the parties agree that jurisdiction and venue shall lie exclusively in the state courts of the Third Judicial District, Alaska.

10. ASSIGNMENT

This Contract may not be assigned without the prior written consent of the City, which consent may be withheld at the City's reasonable discretion.

11. WAIVER

The failure of either party to insist on the strict performance by the other party of any provision of this Contract or to exercise any right, power or remedy upon a breach hereof shall not constitute waiver of any provision of this Contract or limit either party's rights thereafter to enforce any provision or exercise any right, unless such waiver is evidenced in writing and executed. Any waiver shall extend only to the particular performance or breach so waived and shall not limit either party's rights with respect to any future performance or breach.

12. CONTRACT DOCUMENTS, INTERGRATION AND MODIFICAITON

A. The Contract Documents which together with this Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter herein and supersedes any prior oral or written representations or agreements concerning the same. The Contract Documents consist of the following:

- i. This Contract;
- ii. Request for Proposal (including Attachments);
- iii. Addendum(s) No's 1, 2 and 3;
- iv. Contractor's Proposal;
- v. Performance Bond;
- vi. Payment Bond;
- vii. General Conditions;
- viii. Insurance Requirements; and
- ix. Change Orders, if any.

B. Both Parties warrant that they are not relying on any representations other than those

contained in this Contract. No modification of the Contract shall be binding unless such modification is in writing and executed by both parties subsequent to the date hereof. The paragraph headings in this Contract are for convenience and reference only, and do not modify the provisions of this Contract.

IN WITNESS WHEREOF, the City and Contractor have signed all counterparts of this Contract. All portions of the Contract Documents have been signed or identified by the City and Contractor.

CONTRACTOR

By: _____

Its: _____

Date: _____

CITY OF UNALASKA, ALASKA

By: _____

Abner Hoage, Interim City Manager

Date: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

as Principal, hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the **City of Unalaska**, Alaska, PO Box 610, Unalaska AK, 99685, as Obligee, in the sum of ____ Dollars, (\$____) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has a written agreement dated _____ day of _____ 2026, entered into a Contract with Owner for the City of Unalaska **Eagles View Elementary Playground and Soccer Field Improvement Project**, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as the Work progresses (even though there should be a default or a succession of defaults under the contract or contracts completion arranged under this paragraph)sufficient funds to pay the cost of completion less the

balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of six (6) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

SIGNED AND SEALED, this _____ day of _____, 2026.

(Witness)

(Principal) Seal

(Title)

(Witness)

(Surety) Seal

(Title)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor, and _____ as Surety, are held and firmly bound unto City of Unalaska hereinafter called "OWNER", in the sum of _____ dollars, for the payment of which sum, well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said CONTRACTOR has been awarded and is about to enter into City of Unalaska **Eagles View Elementary Playground and Soccer Field Improvement Project** with said OWNER to perform the WORK as specified or indicated in the Contract Documents.

NOW THEREFORE, if said CONTRACTOR, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 2026.

(Witness)

(Principal) Seal

(Title)

(Witness)

(Surety) Seal

(Title)

ATTACHMENT B

Eagles View Elementary Playground & Soccer Field Improvement Project

INSURANCE REQUIREMENTS

Contractor shall procure and maintain, at its own expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with contracted services provided by Contractor, its employees, agents or representatives.

A. Minimum Scope and Limit of Insurance: coverage shall be at least as broad as:

1. Commercial General Liability shall have limits not less than \$1,000,000 per occurrence and \$2,000,000 Aggregate, including coverage for Bodily Injury and Property Damage, Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, and Personal Injury Liability.

2. Excess/Umbrella Liability Insurance Excess Liability and/or Umbrella Liability insurance written on an occurrence basis, providing limits of not less than \$3,000,000 per occurrence aggregate, and applying in excess of the required Commercial General Liability, Automobile Liability, and Employers' Liability coverages. Coverage shall be follow-form over the underlying policies (or not more restrictive than the underlying coverage) and shall include the City of Unalaska as an Additional Insured. Waiver of Subrogation shall apply in favor of the City on the Excess/Umbrella coverage.

3. Contractor Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible \$10,000 per claim. Insurance must be maintained and evidence of insurance provided for a minimum of 3 years after completion of work.

4. Contractor's Pollution Liability with limits of no less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate.

5. Commercial Automobile Liability on all owned, hired, non-hired and rented vehicles of not less than \$1,000,000 combined single limit per accident/occurrence for bodily injury and property damage.

6. Workers' Compensation insurance in accordance with the statutory coverages required by the State of Alaska, and Employers Liability insurance with limits not less than the following:

Bodily Injury by accident: \$1,000,000 per accident
Bodily Injury by disease \$1,000,000 policy limit
Bodily injury by disease \$1,000,000 each employee

and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act.

The State of Alaska has no reciprocal agreements with any other state for Workers' Compensation insurance coverage. An Alaska Workers' Compensation insurance policy is required to work in Alaska.

7. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Unalaska, its officials, employees, volunteers or agents (collectively, "the City"), shall be entitled

to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. All insurance policies as described above are required to be written on an “occurrence” basis. In the event occurrence coverage is not available, Contractor agrees to maintain “claims made” coverage for a minimum of three years after project completion.

9. Owner-Provided Builder’s Risk The City intends to procure and maintain all risk Builders Risk coverage (or Installation Floater, as applicable) for the Work in an amount equal to the total completed value of the project, including labor and materials, and including coverage for property in transit and property at temporary locations, as applicable. The Contractor and its subcontractors shall be included as insureds (as their interests may appear) and shall comply with all policy conditions, including timely reporting of loss and protection of the Work; the Contractor shall cooperate fully with the City and the City’s insurer in the adjustment of any covered loss. Contractor shall waive rights of recovery and provide waiver of subrogation in favor of the City to the extent of loss covered by the City’s Builders Risk policy. This owner-provided property coverage does not relieve the Contractor of responsibility to carry all required liability insurance (including Commercial General Liability, Automobile Liability, Workers’ Compensation/Employers’ Liability, and Excess, if applicable) for its operations and for claims arising out of or related to the Work.

B. Additional Insurance Provisions

1. Acceptability of Insurers and Cancellation Notification: Contractor shall place coverage with insurance companies rated A-VII by A.M. Best Company, or companies specifically approved by the City. These policies providing coverage shall contain provisions and endorsements stating that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice to the City of Unalaska.

2. Additional insureds: The City shall be covered as additional insured as respects liability arising out of contracted services performed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City and this additional insured status must be endorsed upon the Commercial General Liability policy and Commercial Auto Liability Policy and any other policy where so allowed. This provision applies regardless of whether or not the City has received an additional insured endorsement from the insurer.

3. Primary Coverage: For any claims related to contracted services performed by the Contractor, Contractor’s insurance coverage shall be primary coverage as respects the City. Any issuance of self-insurance maintained by the City shall be excess of Contractor’s insurance and shall not contribute with it.

4. Waiver of Subrogation: There shall be no right of subrogation against the City for losses arising out of contracted services provided by Contractor by any insurer of Contractor or Subcontractors and this waiver of subrogation shall be endorsed upon the Commercial General Liability, Excess Liability, Commercial Auto, Workers’ Compensation policies, and any other policies where so allowed. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate

such deductibles or self-insured retentions as respects the City, or Contractor may be required to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense.

6. Verification of Coverage: Before service begins Contractor shall furnish the City with Certificates of Insurance on standard Accord forms evidencing required insurance coverage, including all required amendatory endorsements. Failure to obtain the required certificates and endorsements prior to beginning service shall not waive Contractor's obligation to provide them and shall not affect the coverage provided to the City. Acceptance of Certificates of Insurance with deficient or erroneous coverage does not absolve Contractor from carrying and maintaining the required coverage.

Certificates of Insurance shall be prepared and emailed to:

Certificate Holder: City of Unalaska, Dept. of Parks, Culture & Recreation
P.O. Box 610, Unalaska
Unalaska, AK 99685

Email to: Jlongo@unalaska.gov and risk@unalaska.gov

The City reserves the right to request complete, certified copies of full insurance policies, including endorsements.

7. Sub-Contractors Coverage: If the Contractor employs Sub-Contractors to perform any work hereunder, the Contractor agrees to require such Sub-Contractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work or service hereunder, policies of insurance which comply with all requirements. This requirement is applicable to Sub-Contractors of any tier. It is further agreed, that upon request by the City, the Contractor will provide copies of any and all Sub-Contractor certificates of insurance and endorsements for review of compliance.

8. Maintenance of Coverage: Failure by the Contractor to maintain the required insurance coverage or to comply with the above, may, at the option of the City, be deemed defective work and remedied in accordance with the service contract.

9. Notification of Change in Requirements: The City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, after 30 days prior written notification to Contractor.

ATTACHMENT C

Eagles View Elementary Playground and Soccer Field Improvements Project

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

ARTICLE 2 - AUTHORITIES AND LIMITATIONS

- 2.1 Authorities and Limitations
- 2.2 Evaluations by Contracting Officer
- 2.3 Means and Methods
- 2.4 Visits to Site

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

- 3.1 Incomplete Contract Documents
- 3.2 Copies of Contract Documents
- 3.3 Scope of Work
- 3.4 Intent of Contract Documents
- 3.5 Discrepancy in Contract Documents
- 3.6 Clarifications and Interpretations
- 3.7 Reuse of Documents

ARTICLE 4 - LANDS & PHYSICAL CONDITIONS

- 4.1 Availability of Lands
- 4.2 Visit to Site
- 4.3 Explorations and Reports
- 4.4 Utilities
- 4.5 Damaged Utilities
- 4.6 Utilities Not Shown or Indicated
- 4.7 Survey Control

ARTICLE 5 - BONDS AND INSURANCE & INDEMNIFICATION

- 5.1 Delivery of Bonds
- 5.2 Bonds
- 5.3 Replacement of Bond and Surety
- 5.4 Insurance Requirements
- 5.5 Indemnification

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

- 6.1 Supervision of Work
- 6.2 Superintendence by CONTRACTOR

- 6.3 Character of Workers
- 6.4 CONTRACTOR to Furnish
- 6.5 Materials and Equipment
- 6.6 Anticipated Schedules
- 6.7 Finalizing Schedules
- 6.8 Adjusting Schedules
- 6.9 Substitutes of "Or-Equal" Items
- 6.10 Substitute Means and Methods
- 6.11 Evaluation of Substitution
- 6.12 Dividing the Work
- 6.13 Subcontractors
- 6.14 Use of Premises
- 6.15 Structural Loading
- 6.16 Record Documents
- 6.17 Safety and Protection
- 6.18 Safety Representative
- 6.19 Emergencies
- 6.20 Shop Drawings and Samples
- 6.21 Shop Drawings and Sample Review
- 6.22 Maintenance During Construction
- 6.23 Continuing the Work
- 6.24 Consent to Assignment
- 6.25 Use of Explosives
- 6.26 CONTRACTOR'S Records

ARTICLE 7 - LAWS AND REGULATIONS

- 7.1 Laws to be Observed
- 7.2 Permits, Licenses, and Taxes
- 7.3 Patented Devices, Materials and Processes
- 7.4 Compliance of Specifications and Drawings
- 7.5 Accident Prevention
- 7.6 Sanitary Provisions
- 7.7 Business Registration
- 7.8 Professional Registration and Certification
- 7.9 Local Building Codes
- 7.10 Air Quality Control
- 7.11 Archaeological or Paleontological Discoveries
- 7.12 Alaska Forest Products
- 7.13 Preferential Employment
- 7.14 Wages and Hours of Labor
- 7.15 Overtime Work Hours and Compensation
- 7.16 Covenant Against Contingent Fees
- 7.17 Officials Not to Benefit
- 7.18 Personal Liability of Public Officials

ARTICLE 8 - OTHER WORK

- 8.1 Related Work at Site
- 8.2 Access, Cutting, and Patching
- 8.3 Defective Work by Others
- 8.4 Coordination

ARTICLE 9 - CHANGES

- 9.1 CITY's Right to Change
- 9.2 Authorization of Changes within the General Scope
- 9.3 Directives
- 9.4 Change Order
- 9.5 Shop Drawing Variations
- 9.6 Changes Outside the General Scope; Supplemental Agreement
- 9.7 Unauthorized Work
- 9.8 Notification of Surety
- 9.9 Differing Site Conditions

ARTICLE 10 - CONTRACT PRICE; COMPUTATION AND CHANGE

- 10.1 Contract Price
- 10.2 Claim for Price Change
- 10.3 Change Order Price Determination
- 10.4 Cost of the Work
- 10.5 Excluded Costs
- 10.6 CONTRACTOR's Fee
- 10.7 Cost Breakdown
- 10.8 Cash Allowances
- 10.9 Unit Price Work
- 10.10 Determinations for Unit Prices

ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE

- 11.1 Commencement of Contract Time; Notice to Proceed
- 11.2 Starting the Work
- 11.3 Computation of Contract Time
- 11.4 Time Change
- 11.5 Extension Due to Delays
- 11.6 Essence of Contract
- 11.7 Reasonable Completion Time
- 11.8 Delay Damages

ARTICLE 12 - QUALITY ASSURANCE

- 12.1 Warranty and Guaranty
- 12.2 Access to Work
- 12.3 Tests and Inspections

- 12.4 Uncovering Work
- 12.5 CITY May Stop the Work
- 12.6 Correction of Removal of Defective Work
- 12.7 One Year Correction Period
- 12.8 Acceptance of Defective Work
- 12.9 CITY may Correct Defective Work

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION

- 13.1 Schedule of Values
- 13.2 Preliminary Payments
- 13.3 Application for Progress Payment
- 13.4 Review of Applications for Progress Payments
- 13.5 Stored Materials and Equipment
- 13.6 CONTRACTOR's Warranty of Title
- 13.7 Withholding of Payments
- 13.8 Retainage
- 13.9 Request for Release of Funds
- 13.10 Substantial Completion
- 13.11 Access Following Substantial Completion
- 13.12 Final Inspection
- 13.13 Final Application for Payment
- 13.14 Final Payment and Final Completion
- 13.15 Final Acceptance
- 13.16 CONTRACTOR's Continuing Obligation
- 13.17 Waiver of Claims by CONTRACTOR
- 13.18 No Waiver of Legal Rights

ARTICLE 14 - SUSPENSION OF WORK, DEFAULT, AND TERMINATION

- 14.1 CITY May Suspend Work
- 14.2 Default of Contract
- 14.3 Rights or Remedies
- 14.4 Convenience Termination

ARTICLE 15 - CLAIMS AND DISPUTES

- 15.1 Notification
- 15.2 Presenting Claim
- 15.3 Claim Validity, Additional Information & Project Manager's Action
- 15.4 Contracting Officer's Decision
- 15.5 Notice of Appeal
- 15.6 City Manager's Decision

ARTICLE 1 - DEFINITIONS

Wherever used in the Contract Documents the following terms, or pronouns in place of them, are used, the intent and meaning, unless a different intent or meaning is clearly indicated, shall be interpreted as set forth below.

The titles and headings of the Sections, Subsections and Articles herein are intended for convenience of reference and shall not be considered as having bearing on their interpretation.

Whenever used in the Specifications or other Contract Documents the following terms have the meaning indicated which are applicable to both the singular and plural thereof. Working titles which have a masculine gender, are intended to refer to persons of either sex.

Terms not defined below shall have their ordinary accepted meanings within the context in which they are used. "Webster's Third New International Dictionary of the English Language, Unabridged, Copyright 1961", or subsequent revision thereof; shall provide ordinarily accepted meanings. Words which have a well-known technical or trade meaning when used to describe work, materials or equipment shall be interpreted in accordance with such meaning. Words defined in Article 1 are capitalized throughout these General Conditions.

Addenda - All clarifications, corrections, or changes issued graphically or in writing by the CITY after the advertisement but prior to the opening of bids.

Advertisement - The public announcement, as required by law, inviting Bids for work to be performed or materials to be furnished.

Application for Payment - The form provided by the CITY which is used by the CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Approved or Approval - Means written approval by Contracting Officer or his authorized representative as defined in Article 2.1.

Award - The acceptance, by the City, of the successful Bid.

Bid - The offer of a bidder, on the prescribed form to perform the work at the prices quoted. Bid Bond - A type of bid Guarantee.

Bid Guaranty - The security furnished with a bid to guarantee that the bidder will enter into a contract if his proposal is accepted by the Department.

Bidder - Any individual, firm, corporation or any acceptable combination thereof, or joint venture submitting a bid for the advertised Work.

Calendar Day - Every day shown on the calendar, beginning and ending at midnight.

Change Order - A written order by the CITY directing changes to the contract, within its general scope. City - The City of Unalaska, Alaska. References to "owner" or "Contracting Agency" mean the city. Conditions of the Contract - Those portions of the Contract Documents which define the rights and responsibilities of the contracting parties and of others involved in the Work. The Conditions of the Contract include General Conditions, Supplementary Conditions and other Conditions.

Contract - The written agreement between the CITY and the CONTRACTOR setting forth the obligations of the parties and covering the Work to be performed, all as required by the Contract Documents. Contract Documents - The Contract Form, Addenda, the Bidding Requirements and CONTRACTOR's Bid (including all appropriate bid tender forms), the Bonds, the Conditions of the Contract and all other Contract Requirements, the Specifications, and the Drawings furnished by the CITY to the CONTRACTOR, together with all change orders and documents approved by the Contracting Officer for inclusion, modifications and supplements issued on or after the Effective Date of the Contract.

Contracting Officer - The person authorized to enter into and administer the contract on behalf of the CITY. He has authority to make findings, determinations and decisions with respect to the contract and, when necessary, to modify or terminate the contract. The Contracting Officer is identified on the Construction Contract.

Contractor - The individual, firm, corporation or any acceptable combination thereof, contracting with the CITY for performance of the Work.

Contract Price - The total moneys payable by the CITY to the CONTRACTOR under the terms of the Contract Documents.

Contract Time - The number of Calendar Days or the date specified in the Construction Contract and authorized time extensions which identify how much time the CONTRACTOR is allowed to achieve Final Completion.

Consultant - A person, firm, agency or corporation retained by the CITY to prepare Contract Documents, perform construction administration services, or other Project related services.

Defective - An adjective which refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the CITY's approval of final payment.

Directive - A written communication to the CONTRACTOR from the Contracting Officer interpreting or enforcing a contract requirement or ordering commencement of an item of work.

Drawings - The drawings which show the character and scope of the Work to be performed and which have been furnished by the CITY or the CITY's Consultant and are by reference made a part of the Contract Documents.

Effective Date of the Contract - The date on which the Contract is fully executed by both CONTRACTOR and the CITY.

Final Completion - The Work (or specified part thereof) has progressed to the point that all Work is complete as determined by the Contracting Officer.

General Requirements - Sections of Division 1 of the Specifications which contain administrative and procedural requirements as well as requirements for temporary facilities which apply to Specification Divisions 2 through 16.

Holidays - The City of Unalaska recognizes the following holidays:

New Years Day - January 1

President's Day - Third Monday in February

Memorial Day - Last Monday in May

Independence Day - July 4

Labor Day - First Monday in September

Veteran's Day - November 11

Thanksgiving Day - Fourth Thursday in November

Christmas Day - December 25

If any holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal holidays. If the holiday should fall on a Sunday, Sunday and the following Monday are both legal holidays.

Install - Means to build into the Work, ready to be used in complete and operable condition and in compliance with Contract Documents.

Invitation for Bids or Invitation to Bid - A portion of the Bidding Documents soliciting bids for the Work to be performed.

Notice of Intent to Award - The written notice by the CITY to all Bidders identifying the apparent successful Bidder and establishing the CITY's intent to execute the Contract when all conditions required for execution of the Contract are met.

Notice to Proceed - A written notice to the CONTRACTOR to begin the Work and establishing the date on which the Contract Time begins.

Payment Bond - The security furnished by the CONTRACTOR and his surety to guarantee payment of the debts covered by the bond.

Performance Bond - The security furnished by the CONTRACTOR and his surety to guarantee performance and completion of the work in accordance with the contract.

Project - The total construction, of which the Work performed under the Contract Documents is the whole or a part, where such total construction may be performed by more than one prime contractor.

Project Manager - The authorized representative of the Contracting Officer who is responsible for administration of the Contract.

Proposal - The offer of a bidder, on the prescribed form to perform the work at the prices quoted.

Proposal Guaranty - The security furnished with a proposal to guarantee that the bidder will enter into a contract if his proposal is accepted by the Department.

Regulatory Requirement - Laws, rules, regulations, ordinances, codes and/or orders of the United States, State of Alaska or City of Unalaska to the extent applicable to the Work.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted

by the CONTRACTOR to illustrate material, equipment, fabrication, or erection for some portion of the Work.

Specification - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative and procedural details applicable thereto.

Subcontractor - An individual, firm, or corporation to whom the CONTRACTOR sublets part of the contract.

Substantial Completion - Although not fully completed, the Work (or a specified part thereof) has progressed to the point where, in the opinion of the CITY as evidenced by the CITY's written notice, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "Substantially Complete" and "Substantially Completed" as applied to any Work refer to Substantial Completion thereof.

Supplemental Agreement - A written agreement between the CONTRACTOR and the CITY covering work that is not within the general scope of the contract.

Surety - The corporation, partnership, or individual, other than the CONTRACTOR, executing a bond furnished by the CONTRACTOR.

Unit Price Work - Work to be paid for on the basis of unit prices.

Using Agency - The entity who will occupy or use the completed Work.

Work - Work is the act of, and the result of, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents. Such Work, however incremental, will culminate in the entire completed Project, or the various separately identifiable parts thereof.

ARTICLE 2 - AUTHORITIES AND LIMITATIONS

2.1 Authorities and Limitations:

- 2.1.1 The Contracting Officer alone, shall have the power to bind the CITY and to exercise the rights, responsibilities, authorities and functions vested in the Contracting Officer by the Contract Documents, except that the Contracting Officer shall have the right to designate in writing

authorized representatives to act for him. Wherever any provision of the Contract Documents specifies an individual or organization, whether Governmental or private, to perform any act on behalf of or in the interests of the CITY that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this Contract but only to the extent so specified. The Contracting Officer may, at any time during the performance of this Contract, vest in any such authorized representatives additional power and authority to act for the Contracting Officer or designate additional representatives, specifying the extent of their authority to act for the Contracting Officer; a copy of each document vesting additional authority in or removing that authority from an authorized representative or designating an additional authorized representative shall be furnished to the CONTRACTOR. The City Council reserves the right to appoint a new Contracting Officer without affecting any of the CONTRACTOR's obligations to the CITY under this Contract.

- 2.1.2 The CONTRACTOR shall perform the Work in accordance with any written order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authorized representative's authority to act for the Contracting Officer. The CONTRACTOR assumes all the risk and consequences of performing the Work in accordance with any order (including but not limited to instruction, direction, interpretation or determination) of anyone not authorized to issue such order, and of any order not in writing.

- 2.1.3 Should the Contracting Officer or his authorized representative designate Consultant(s) to act for the CITY as provided for in Paragraph 2.1.1, the performance or nonperformance of the Consultant under such authority to act, shall not give rise to any contractual obligation or duty of the Consultant to the CONTRACTOR, any Subcontractor, any Supplier, or any other organization performing any of the Work or any Surety representing them.

- 2.1.4 The term "Contracting Officer" when used in

the text of these General Conditions or other Contract Documents following this section shall also mean any duly authorized representative of the Contracting Officer when authorized in accordance with Paragraph 2.1.1.

2.2 Evaluations by Contracting Officer:

2.2.1 The Contracting Officer will decide all questions which may arise as to;

- a. Quality and acceptability of materials furnished;
- b. Quality and acceptability of Work performed;
- c. Compliance with the Schedule of Progress;
- d. Interpretation of Contract Documents;
- e. Acceptable fulfillment of the Contract on the part of the CONTRACTOR.

2.2.2 In order to avoid cumbersome terms and confusing repetition of expressions in the Contract Documents whenever the terms "as ordered", "as directed", "as required", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used it shall be understood as if the expression were followed by the words "the Contracting Officer". When such terms are used to describe a requirement, direction, review or judgment of the Contracting Officer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to the CITY any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provision of paragraphs 2.3 or 2.4.

2.2.3 Means & Methods:

The means, methods, techniques, sequences or procedures of construction, or safety precautions and the program incident thereto,

and the failure to perform or furnish the Work in accordance with the Contract Documents are the sole responsibility of the CONTRACTOR.

2.2.4 Visits to Site:

The Contracting Officer will make visits to the site and approved remote storage sites at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Such observations or the lack of such observations shall in no way relieve the CONTRACTOR from his duty to perform the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Incomplete Contract Documents:

The submission of a Bid by the Bidder is considered a representation that the Bidder examined the Contract Documents to make certain that all sheets and pages were provided and that the Bidder is satisfied as to the conditions to be encountered in performing the Work. The CITY expressly denies any responsibility or liability for a Bid submitted on the basis of an incomplete set of Contract Documents.

3.2 Copies of Contract Documents:

The CITY shall furnish to the CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

3.3 Scope of Work:

The Contract Documents comprise the entire Contract between the CITY and the CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Regulatory Requirements.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create in the public or any member thereof a third party benefit, or to authorize anyone not a party to this Contract to maintain a suit pursuant to the terms or provisions of the Contract.

3.4 Intent of Contract Documents:

3.4.1 It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied, without any adjustment in Contract Price or Contract Time, whether or not specifically called for.

3.4.2 Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Regulatory Requirements, whether such reference be specific or by implication, shall mean the edition stated in the Contract Documents or if not stated the latest standard specification, manual, code or Regulatory Requirements in effect at the time of Advertisement for the Project (or, in the Effective Date of the Contract if there was no Advertisement). However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the CITY and the CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the CITY or any of the CITY's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

3.5 Discrepancy in Contract Documents:

3.5.1 Before undertaking the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures, and dimensions shown thereon and all applicable field measurements. Work in the area by the CONTRACTOR shall imply verification of figures, dimensions and field measurements. If, during the above study or during the performance of the Work, the CONTRACTOR finds a conflict, error, discrepancy or omission in the Contract Document, or a discrepancy between the Contract Documents and any

standard specification, manual, code, or Regulatory Requirement which affects the Work, The CONTRACTOR shall promptly report such discrepancy in writing to the Contracting Officer. The CONTRACTOR shall obtain a written interpretation or clarification from the Contracting Officer before proceeding with any Work affected thereby. Any adjustment made by the CONTRACTOR without this determination shall be at his own risk and expense. However, the CONTRACTOR shall not be liable to the CITY for failure to report any conflict, error or discrepancy in the Contract Documents unless the CONTRACTOR had actual knowledge thereof or should reasonably have knowledge thereof.

3.5.2 Discrepancy - Order of Precedence:

When conflicts, errors, or discrepancies within the Contract Documents exist, the order of precedence from most governing to least governing will be as follows:

- Supplementary Conditions
- General Conditions
- General Requirements
- Technical Specifications
- Drawings (recorded dimensions will govern over scaled dimensions, large details over small scale, schedules over plans, architectural drawings over structural drawings over mechanical and electrical drawings)

3.6 Clarifications and Interpretations:

The Contracting Officer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as the Contracting Officer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

3.7 Reuse of Documents:

Neither the CONTRACTOR nor any Subcontractor, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the CITY shall have or acquire any title to or ownership rights in any of the Contract Documents (or copies thereof) prepared by or for the CITY and they shall not reuse any of the Contract Documents on extensions of the Project or any other project without written consent of the Contracting Officer.

Contract Documents prepared by the CONTRACTOR in connection with the Work shall become the property of the CITY.

ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS

4.1 Availability of Lands:

The CITY shall furnish as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for use of the CONTRACTOR in connection with the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Visit to Site:

The submission of a Bid by the CONTRACTOR is considered a representation that the CONTRACTOR has visited and carefully examined the site and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract Documents.

4.3 Explorations and Reports:

The Supplementary Conditions identify those reports of explorations and tests of subsurface conditions at the site that have been utilized by the CITY in preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the factual data contained in such reports, but not upon interpretations or opinions drawn from such factual data contained therein or for the completeness or sufficiency thereof. Except as indicated in the immediately preceding sentence and in paragraphs 4.4 and 9.9, CONTRACTOR shall have full responsibility with respect to surface and sub- surface conditions at the site.

4.4 Utilities:

4.4.1 The horizontal and vertical locations of known underground utilities as shown or indicated by the Contract Documents are approximate and are based on information and data furnished to the CITY by the owners of such underground utilities.

4.4.2 The CONTRACTOR shall have full responsibility for:

- a. Reviewing and checking all information and data concerning utilities.
- b. Locating all underground utilities shown or indicated in the Contract Documents which are affected by the Work.
- c. Coordination of the Work with the owners of all utilities during construction.
- d. Safety and protection of all utilities as provided in paragraph 6.17.
- e. Repair of any damage to utilities resulting from the Work in accordance with 4.4.4 and 4.5.

4.4.3 If Work is to be performed by any utility owner, the CONTRACTOR shall cooperate with such owners to facilitate the Work.

4.4.4 In the event of interruption to any utility service as a result of accidental breakage or as a result of being exposed or unsupported, the CONTRACTOR shall promptly notify the utility owner and the Contracting Officer. If service is interrupted repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

4.5 Damaged Utilities:

When utilities are damaged by the CONTRACTOR, the utility owner shall have the choice of repairing the utility or having the CONTRACTOR repair the utility. In the following circumstances, the CONTRACTOR shall reimburse the utility owner for repair costs or provide at no cost to the utility owner or the CITY, all materials, equipment and labor necessary to complete repair of the damage:

- a. When the utility is shown or indicated in the Contract Documents.
- b. When the utility has been located by the utility owner.
- c. When no locate was requested by the CONTRACTOR for utilities shown or indicated in the Contract Documents.

- d. All visible utilities. When the CONTRACTOR could have, otherwise, reasonably been expected to be aware of such utility.

4.6 Utilities Not Shown or indicated.

If, while directly performing the Work, an underground utility is uncovered or revealed at the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.19) identify the owner of such underground facility and give written notice thereof to that owner and to the Contracting Officer. The Contracting Officer will promptly review the underground utility to determine the extent to which the Contract Documents and the Work should be modified to reflect the impacts of the discovered utility. The Contract Documents will be amended or supplemented to the extent necessary through the issuance of a change document by the Contracting Officer. During such time, the CONTRACTOR shall be responsible for the safety and protection of such underground utility as provided in paragraph 6.17. The CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are directly attributable to the existence of any underground utility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of.

4.7 Survey Control:

The CITY will identify sufficient horizontal and vertical control data to enable the CONTRACTOR to survey and layout the Work. All survey work shall be performed under the direct supervision of a registered Land Surveyor when required by paragraph 7.8.

ARTICLE 5 - BONDS, INSURANCE, AND INDEMNIFICATION

5.1 Delivery of Bonds:

When the CONTRACTOR delivers the executed Contract to the Contracting Officer, the CONTRACTOR shall also deliver to the Contracting Officer such bonds as the CONTRACTOR may be required to furnish in accordance with paragraph 5.2.

5.2 Bonds:

The CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount as shown on the Contract as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These bonds shall remain in effect for one year after the date of Final Completion and until all obligations under this Contract, except special guarantees as per 12.7, have been met. All bonds shall be furnished on forms provided by the CITY (or copies thereof) and shall be executed by such Sureties as are authorized to do business in the State of Alaska. The contracting Officer may at his option copy the Surety with notice of any potential default or liability.

5.3 Replacement of Bond and Surety:

If the Surety on any bond furnished in connection with this Contract is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.2, or otherwise becomes unacceptable to the CITY, or if any such Surety fails to furnish reports as to his financial condition as requested by the CITY, the CONTRACTOR shall within five days thereafter substitute another bond and Surety, both of which must be acceptable to CITY.

5.4 Insurance Requirements:

- 5.4.1. The CONTRACTOR shall comply with the Insurance Requirements set forth as Attachment B to the ITB.
- 5.4.2. Failure by the Contractor to maintain the required insurance coverage or to comply with the above, may, at the option of the City of Unalaska, be deemed Defective Work and remedied in accordance with the contract.

5.5 Indemnification:

- 5.5.1 The CONTRACTOR and his Subcontractors will name the owner as "Additional Insured" and will provide a "Waiver of Subrogation" on all required policies of insurance.
- 5.5.2 The CONTRACTOR shall indemnify, save harmless, and defend the CITY and its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from the CONTRACTOR's performance of this contract; however, this provision

has no effect if, but only if, the sole proximate cause of the injury or damage is the negligence of the City or its agents.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision of Work:

The CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. All Work under this Contract shall be performed in a skillful and workmanlike manner. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

6.2 Superintendence by CONTRACTOR:

The CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent. The Contracting Officer shall be advised in writing of the superintendent's name, local address, and telephone number. This written advice is to be kept current until Final Acceptance by the CITY. The superintendent will be the CONTRACTOR's representative at the site and shall have full authority to act and sign documents on behalf of the CONTRACTOR.

All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall cooperate with the Contracting Officer in every way possible.

6.3 Character of Workers:

The CONTRACTOR shall provide a sufficient number of competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. The Contracting Officer may, in writing, require the CONTRACTOR to remove from the Work any employee the Contracting Officer deems incompetent, careless, or otherwise detrimental to the progress of the Work, but the Contracting Officer shall have no duty to exercise this right.

6.4 CONTRACTOR to Furnish:

Unless otherwise specified in the General Requirements, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities

and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 Materials and Equipment:

All materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents. If required by the Contracting Officer, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the CITY or any of the CITY's Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

6.6 Anticipated Schedules:

6.6.1 Within reasonable time prior to the preconstruction conference the CONTRACTOR shall submit to the Contracting Officer for review an anticipated progress schedule indicating the starting and completion dates of the various stages of the Work.

6.6.2 Within fifteen days after the date of the Notice to Proceed, the CONTRACTOR shall submit to the Contracting Officer for review:

Anticipated schedule of Shop Drawing submissions; and Anticipated Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the CONTRACTOR at the time of submission.

6.7 Finalizing Schedules:

Prior to processing the first Application for Payment the Contracting Officer and the CONTRACTOR will finalize schedules required by paragraph 6.6.

Acceptance by the CITY of the progress schedule, will neither impose on the CITY nor relieve the CONTRACTOR from full responsibility for the progress or scheduling of the Work. If accepted, the finalized schedule of Shop Drawing and other required submissions will be acceptable to the CITY as providing a workable arrangement for processing the submissions. If accepted the finalized Schedule of Values will be acceptable to the CITY as an approximation of anticipated value of Work accomplished over the anticipated Contract Time. Receipt and acceptance of a schedule submitted by the CONTRACTOR shall not be construed to assign responsibility for performance or contingencies to the CITY or relieve the CONTRACTOR of his responsibility to adjust his forces, equipment, and work schedules as may be necessary to insure completion of the Work within prescribed Contract Time. Should the progress of the Work be discontinued for any reason, the CONTRACTOR shall notify the Contracting Officer at least 24 hours in advance of resuming operations.

6.8 Adjusting Schedules:

Upon substantial changes to the schedule or upon request, the CONTRACTOR shall submit to the Contracting Officer for acceptance (to the extent indicated in paragraph 6.7 and the General Requirements) adjustments in the schedules to reflect the actual present and anticipated progress of the Work.

6.9 Substitutes or "Or-Equal" Items:

6.9.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by the Contracting Officer only if sufficient information is submitted by the CONTRACTOR which clearly demonstrates to the Contracting Officer that the material or equipment proposed is equivalent or equal in all aspects to that named. The procedure for review by the Contracting Officer will include the following as supplemented in the General Requirements.

6.9.2 Requests for review of substitute items of material and equipment will not be accepted by the Contracting Officer from anyone other than the CONTRACTOR.

6.9.3 If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the Contracting Officer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not delay the CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CITY for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.

6.9.4 All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Contracting Officer in evaluating the proposed substitute. The Contracting Officer may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed substitute. The Contracting Officer may reject any substitution request which the Contracting Officer determines is not in the best interest of the CITY.

6.10 Substitute Means and Methods:

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Contracting Officer, if the CONTRACTOR submits sufficient information to allow the Contracting Officer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Contracting Officer will be

similar to that provided in paragraph 6.9 as applied by the Contracting Officer and as may be supplemented in the General Requirements.

6.11 Evaluation of Substitution:

The Contracting Officer will be allowed a reasonable time within which to evaluate each proposed substitute. The Contracting Officer will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Contracting Officer's prior written acceptance which will be evidenced by either a Change Order or a Shop Drawing approved in accordance with Sections 6.20 and 6.21. The Contracting Officer may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

6.12 Dividing the Work:

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.13 Subcontractors:

The CONTRACTOR may utilize the services of licensed specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by licensed specialty Subcontractors, in accordance with the following conditions:

6.13.1 The CONTRACTOR shall not award any Work to any Subcontractor without prior written approval of the Contracting Officer. This approval will not be given until the CONTRACTOR submits to the Contracting Officer a written statement concerning the proposed award to the Subcontractor which shall contain required E.E.O. documents, evidence of insurance, and a copy of the proposed subcontract executed by the subcontractor. No acceptance by the Contracting Officer of any such Subcontractor shall constitute a waiver of any right of the CITY to reject Defective Work.

6.13.2 The CONTRACTOR shall be fully responsible to the CITY for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is

responsible for CONTRACTOR's own acts and omissions.

6.13.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate written agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY and contains waiver provisions as required by paragraph 13.17 and termination provisions as required by Article 14.

6.13.4 Nothing in the Contract Documents shall create any contractual relationship between the CITY and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Regulatory Requirements. The CITY will not undertake to settle any differences between or among the CONTRACTOR, Subcontractors, or Suppliers.

6.13.5 The CONTRACTOR and Subcontractors shall coordinate their work and facilitate general progress of Work. Each trade shall afford other trades every reasonable opportunity for installation of their work and storage of materials. If cooperative work of one trade must be altered due to lack of proper supervision, or failure to make proper provisions in time by another trade, such conditions shall be remedied by the CONTRACTOR with no change in Contract Price or Contract Time.

6.13.6 The CONTRACTOR shall include on his own payrolls any person or persons working on the contract who are not covered by written subcontract, and shall ensure that all Subcontractors include on their payrolls all persons performing work under the direction of the Subcontractor.

6.14 Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project limits and approved remote storage sites and lands and areas identified in and

permitted by Regulatory Requirements, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the CITY by any such owner or occupant because of the performance of the Work, the CONTRACTOR shall hold the CITY and its agencies harmless.

6.15 Structural Loading:

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.16 Record Documents:

The CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Field Memos, Work Orders, Change Orders, Supplemental Agreements, and written interpretations and clarifications (issued pursuant to paragraph 3.6) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to the Contracting Officer for reference and copying. Upon completion of the Work, the annotated record documents, samples and Shop Drawings will be delivered to the Contracting Officer. Record documents shall accurately record variations in the Work which vary from requirements shown or indicated in the Contract Documents.

6.17 Safety and Protection:

The CONTRACTOR alone shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.17.1 All employees on the Work and other persons and organizations who may be affected thereby;

6.17.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.17.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

6.17.4 The CONTRACTOR shall comply with all applicable Regulatory Requirements enacted for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR with no change in Contract Price or Contract Time except as stated in 4.6, except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God or the public enemy. The CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until Final Acceptance (except as otherwise expressly provided in connection with Substantial Completion).

6.18 Safety Representative:

The CONTRACTOR shall designate a responsible safety representative at the site. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the Contracting Officer.

6.19 Emergencies:

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CITY, is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall

give the Contracting Officer prompt written notice if the CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents is required because of the action taken in response to an emergency, a change will be authorized by one of the methods indicated in Paragraph 9.2, as determined appropriate by the Contracting Officer.

6.20 Shop Drawings and Samples:

- 6.20.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the Contracting Officer for review and approval in accordance with the accepted schedule of Shop Drawing submissions the required number of all Shop Drawings, which will bear a stamp or specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Contracting Officer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Contracting Officer to review the information as required.
- 6.20.2 The CONTRACTOR shall also submit to the Contracting Officer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 6.20.3 Before submission of each Shop Drawing or sample the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

- 6.20.4 At the time of each submission the CONTRACTOR shall give the Contracting Officer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Contracting Officer for review and approval of each such variation. All variations of the proposed shop drawing from that specified will be identified in the submission and available maintenance, repair and replacement service will be indicated. The submittal will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such variation, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the CITY in evaluating the proposed variation. If the variation may result in a change of Contract Time or Price, or contract responsibility, and is not minor in nature; the CONTRACTOR must submit a written request for Change Order with the variation to notify the CITY of his intent. The CITY may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed variation. The Contracting Officer may reject any variation request which the Contracting Officer determines is not in the best interest of the CITY.

6.21 Shop Drawing and Sample Review:

- 6.21.1 The Contracting Officer will review with reasonable promptness Shop Drawings and samples, but the Contracting Officer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate acceptance of the assembly in which the item functions. The CONTRACTOR shall make corrections required by the Contracting Officer and shall return the required number of corrected copies of Shop Drawings and submit

as required new samples for review. The CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by the Contracting Officer on previous submittals.

- 6.21.2 The Contracting Officer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless the CONTRACTOR has in writing advised the Contracting Officer of each such variation at the time of submission as required by paragraph 6.20.4. The Contracting Officer if he so determines, may give written approval of each such variation by Change Order, except that, if the variation is minor and no Change Order has been requested a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review comments shall suffice as a modification. No approval by the Contracting Officer will relieve the
- 6.21.3 CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.20.3.
- 6.21.4 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to the Contracting Officer's review of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR.

6.22 Maintenance During Construction:

The CONTRACTOR shall maintain the Work during construction and until Substantial Completion, at which time the responsibility for maintenance shall be established in accordance with paragraph 13.10.

6.23 Continuing the Work:

The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the CITY. No work shall be delayed or postponed pending resolution of any disputes, disagreements, or claims except as the CONTRACTOR and the Contracting Officer may otherwise agree in writing.

6.24 Consent to Assignment:

The CONTRACTOR shall obtain the prior written consent of the Contracting Officer to any proposed assignment of any interest in, or part of this Contract. The consent to any assignment or transfer shall not operate to relieve the CONTRACTOR or his Sureties of any of his or its obligations under this Contract or the Performance Bonds. Nothing herein contained shall be construed to hinder, prevent, or affect an assignment of monies due, or to become due hereunder, made for the benefit of the CONTRACTOR's creditors pursuant to law.

6.25 Use of Explosives:

6.25.1 When the use of explosives is necessary for the prosecution of the Work, the CONTRACTOR shall exercise the utmost care not to endanger life or property, including new Work and shall follow all Regulatory Requirements applicable to the use of explosives. The CONTRACTOR shall be responsible for all damage resulting from the use of explosives.

6.25.2 All explosives shall be stored in a secure manner in compliance with all Regulatory Requirements, and all such storage places shall be clearly marked. Where no Regulatory Requirements apply, safe storage shall be provided not closer than 1,000 feet from any building, camping area, or place of human occupancy.

6.25.3 The CONTRACTOR shall notify each public utility owner having structures in proximity to the site of his intention to use explosives. Such notice shall be given sufficiently in advance to enable utility owners to take such steps as they may deem necessary to protect their property from injury. However, the CONTRACTOR shall be responsible for all damage resulting from the use of the explosives, whether or not, utility owners act to protect their property.

6.26 CONTRACTOR's Records:

6.26.1 Records of CONTRACTOR and Subcontractors relating to personnel, payrolls, invoices of materials, and any and all other data relevant to the performance of the Contract, must be kept on a generally recognized accounting system. Such records must be available during normal work hours to the Contracting Officer for purposes of investigation to ascertain compliance with Regulatory Requirements and provision of the Contract Documents.

6.26.2 Payroll records must contain the name and address of each employee, his correct classification, rate of pay, daily and weekly number of hours of work, deductions made, and actual wages paid. The CONTRACTOR and Subcontractors shall make employment records available for inspection by the Contracting Officer and representatives of the State of Alaska Department of Labor and Workforce Development and will permit such representatives to interview employees during working hours on the Project.

6.26.3 Records of all communications between the CITY and the CONTRACTOR and other parties, where such communications affected performance of this Contract, must be kept by the CONTRACTOR and maintained for a period of three years from Final Acceptance. The CITY or its assigned representative may perform an audit of these records during normal work hours after written notice to the CONTRACTOR.

ARTICLE 7 - LAWS AND REGULATIONS

7.1 Laws to be Observed:

The CONTRACTOR shall keep fully informed of all Regulatory Requirements and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The CONTRACTOR shall at all times observe and comply with all such Regulatory Requirements, orders and decrees; and shall protect and indemnify the CITY and its representatives against claim or liability arising from or based on the violation of any such Regulatory Requirement, order, or decree whether by the CONTRACTOR, Subcontractor, or any employee of either. Except where otherwise expressly required by applicable Regulatory Requirements, the CITY shall not be responsible for monitoring CONTRACTOR's compliance with any Regulatory Requirements.

7.2 Permits, Licenses, and Taxes:

7.2.1 The CONTRACTOR shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. As a condition of performance of this Contract, the CONTRACTOR shall pay all Federal, State and local taxes incurred by the CONTRACTOR, in the performance of the Contract. Proof of payment

of these taxes is a condition precedent to final payment by the CITY under this Contract.

7.2.2 The CONTRACTOR's certification that taxes have been paid (as contained in the Release of Contract) may be verified with the Department of Revenue and Department of Labor and Workforce Development and Unalaska City Clerk, prior to final payment.

7.2.3 If any Federal, State or local tax is imposed, charged, or repealed after the date of Bid opening and is made applicable to and paid by the CONTRACTOR on the articles or supplies herein contracted for, then the Contract shall be increased or decreased accordingly by a Change Order.

7.2.4 The Contractor shall require all Subcontractors to obtain a City of Unalaska Business License.

7.3 Patented Devices, Materials and Processes:

If the CONTRACTOR employs any design, device, material, or process covered by letters of patent, trademark or copyright, the CONTRACTOR shall provide for such use by suitable legal agreement with the patentee or owner. The CONTRACTOR and the Surety shall indemnify and save harmless the CITY and its agents, any affected third party, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the CITY for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the Work.

7.4 Compliance of Specifications and Drawings:

If the CONTRACTOR observes that the Specifications and Drawings supplied by the CITY are at variance with any Regulatory Requirements, CONTRACTOR shall give the Contracting Officer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 9.2. as determined appropriate by the Contracting Officer. If the CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Regulatory Requirements, and without such notice to the Contracting Officer, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings supplied by the CITY are in accordance with such Regulatory Requirements.

7.5 Accident Prevention:

The CONTRACTOR shall comply with AS 18.60.075 and all pertinent provisions of the Construction Code Occupational Safety and Health Standards issued by the Alaska Department of Labor.

7.6 Sanitary Provisions:

The CONTRACTOR shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees and CITY representatives as may be necessary to comply with the Regulatory requirements.

7.7 Business Registration:

The Contractor shall comply with AS 08.18.011 which states, as follows: "it is unlawful for a person to submit a bid or work as a contractor until he has been issued a certificate of registration by the Department of Commerce. A partnership or joint venture shall be considered registered if one of the general partners or ventures whose name appears in the name under which the partnership or venture does business is registered." The Contractor shall obtain a City of Unalaska Business License prior to commencement of the Work to the extent required by the City of Unalaska Code of Ordinances section 9.30.101.

7.8 Professional Registration and Certification:

All craft trades, architects, engineers and land surveyors, electrical administrators, explosive handlers, and welders employed under the Contract shall specifically comply with applicable provisions of AS 08.18, 08.48, 08.40, 08.52, and 08.99. Provide copies of individual licenses within seven days following a request from the Contracting Officer.

7.9 Local Building Codes:

The CONTRACTOR shall comply with AS 35.10.025 which requires construction in accordance with applicable local building codes including the obtaining of required permits. City of Unalaska permits required for the work are identified in the Supplemental Conditions.

7.10 Air Quality Control:

The CONTRACTOR shall comply with all applicable provision of AS 46.03.04 as pertains to Air Pollution Control.

7.11 Archaeological or Paleontological Discoveries:

When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, or paleontological remains, such as shell heaps, land or sea mammal bones or tusks, the CONTRACTOR shall cease operations immediately and notify the Contracting Officer. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the Contracting Officer order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra work, such shall be covered by an appropriate Contract change document.

7.12 Not used.

7.13 Preferential Employment:

To the fullest extent allowed by law, the CONTRACTOR shall comply with AS 36.10, as amended, which provides for preferential employment of Alaska residents.

7.14 Wages and Hours of Labor:

- 7.14.1 One certified copy of all payrolls shall be submitted weekly to the State Department of Labor to assure compliance with AS 36.05.040, Filing Schedule of Employees Wages Paid and Other Information. The CONTRACTOR shall be responsible for the submission of certified copies of payrolls of all Subcontractors. The certification shall affirm that the payrolls are current and complete, that the wage rates contained therein are not less than the applicable rates referenced in these Contract Documents, and that the classification set forth for each laborer or mechanic conforms with the work he performed. The CONTRACTOR and his Subcontractors shall attend all hearings and conferences and produce such books, papers, and documents all as requested by the Department of Labor. Should Federal funds be involved, the Contracting Agency shall also receive a copy of the CONTRACTOR's certified payrolls.

The following Labor provisions shall also apply to this Contract:

- a. The CONTRACTOR and his Subcontractors shall pay all employees unconditionally and not less than once a week;
- b. Wages may not be less than those stated in

the advertised specifications, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors;

- c. The scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the work;
- d. The CITY shall withhold so much of the accrued payments as is necessary to pay laborers, mechanics, or field surveyors employed by the CONTRACTOR or Subcontractors the difference between
 - 1. the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work, and
 - 2. the rates of wages in fact received by laborers, mechanics or field surveyors.

7.15 Overtime Work Hours and Compensation:

Pursuant to 40 U.S.C. 327-330 and AS 23.10.060, the CONTRACTOR shall not require nor permit any laborer or mechanic in any workweek in which he is employed on any work under this Contract to work in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all such hours worked in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek whichever is the greater number of overtime hours. In the event of any violation of this provision, the CONTRACTOR shall be liable to any affected employee for any amounts due and penalties and to the CITY for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of this provision in the sum of \$10.00 for each Calendar Day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by this paragraph.

7.16 Covenant Against Contingent Fees:

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CITY shall have the

right to annul this Contract without liability or, in its discretion, to deduct price of consideration from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7.17 Officials Not to Benefit:

No member of or delegate to the U.S. Congress, the State Legislature, Unalaska City Council or other State or City Officials shall be admitted to any share or part of this Contract, nor to any benefit that may arise there from. However, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefits.

7.18 Personal Liability of Public Officials:

In carrying out any of the provisions thereof, or in exercising any power or authority granted to the Contracting Officer by the Contract, there will be no liability upon the City nor upon its agents or authorized as its representatives, either personally or as officials of the City of Unalaska, it being always understood that in such matters they act as agents and representatives of the CITY.

ARTICLE 8 - OTHER WORK

8.1 Related Work at Site:

- 8.1.1 The CITY reserves the right at any time to contract for and perform other or additional work on or near the Work covered by the Contract.
- 8.1.2 When separate contracts are let within the limits of the Project, the CONTRACTOR shall conduct his Work so as not to interfere with or hinder the work being performed by other contractors. The CONTRACTOR shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of others.
- 8.1.3 If the fact that other such work to be performed is identified or shown in the Contract Documents, the CONTRACTOR shall assume all liability, financial or otherwise, in connection with this Contract and indemnify and save harmless the City of Unalaska and its agents from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the CONTRACTOR because of the presence and operations of other

contractors.

- 8.1.4 If the fact that such other work to be performed was not identified or shown in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work. If the CONTRACTOR believes that such performance will require an increase in Contract Price or Contract Time, the CONTRACTOR shall notify the Contracting Officer of such required increase within fifteen (15) calendar days following receipt of the Contracting Officer's notice. Should the Contracting Officer find such increase(s) to be justified, a Change Order will be executed.

8.2 Access, Cutting, and Patching:

The CONTRACTOR shall afford each utility owner and any other contractor who is a party to such a direct contract with the CITY (or the CITY, if the CITY is performing the additional work with the CITY's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate the Work with the work of others. The CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, the CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter such other work with the written consent of the Contracting Officer. The duties and responsibilities of the CONTRACTOR under this paragraph are for the benefit of other contractors to the extent that there are comparable provisions for the benefit of the CONTRACTOR in said direct contracts between the CITY and other contractors.

8.3 Defective Work by Others:

If any part of the CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor, utility owner, or the CITY, the CONTRACTOR shall inspect and promptly report to the Contracting Officer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to so report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non apparent defects and deficiencies in the other work.

8.4 Coordination:

If the CITY contracts with others for the performance of other work at the site, Contracting Officer will have authority and responsibility for coordination of the activities among the various prime contractors.

ARTICLE 9 - CHANGES

9.1 CITY's Right to Change:

Without invalidating the Contract and without notice to any Surety, the CITY may, at any time or from time to time, order additions, deletions or revisions in the Work within the general scope of the Contract, including but not limited to changes:

- 9.1.1 In the Contract Documents;
- 9.1.2 In the method or manner of performance of the Work;
- 9.1.3 In City-furnished facilities, equipment, materials, services, or site;
- 9.1.4 Directing acceleration in the performance of the Work.

9.2 Authorization of Changes within the General Scope:

Additions, deletions, or revisions in the Work within the general scope of the Contract as specified in 9.1 shall be authorized by one or more of the following ways:

- 9.2.1 Directive (pursuant to paragraph 9.3)
- 9.2.2 A Change Order (pursuant to paragraph 9.5)
- 9.2.3 CITY's acceptance of Shop Drawing variations from the Contract Documents as specifically identified by the CONTRACTOR as required by paragraph 6.20.4.

9.3 Directives:

- 9.3.1 The Contracting Officer shall provide written clarification or interpretation of the contract documents (pursuant to paragraph 3.6).
- 9.3.2 The Contracting Officer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents.
- 9.3.3 The Contracting Officer may order the

Contractor to correct Defective Work or methods which are not in conformance with the Contract Documents.

9.3.4 The Contracting Officer may direct the commencement or suspension of Work or emergency related work (as provided in paragraph 6.19).

9.3.5 Upon the issuance of a Directive to the CONTRACTOR by the Contracting Officer, the CONTRACTOR shall immediately proceed with the performance of the work as prescribed by such Directive.

9.3.6 If the CONTRACTOR believes that the changes noted in a Directive may cause an increase in the Contract Price or an extension of Contract Time, the CONTRACTOR shall immediately provide written notice to the Contracting Officer depicting such increases before proceeding with the Directive, except in the case of an emergency. If the Contracting Officer finds the increase in Contract Price or the extension of Contract Time justified, a Change Order will be issued. If however, the Contracting Officer does not find that a Change Order is justified, the Contracting Officer may direct the CONTRACTOR to proceed with the work. The CONTRACTOR shall cooperate with the Contracting Officer in keeping complete daily records of the cost of such work. If a Change Order is ultimately determined to be justified, in the absence of agreed prices and unit prices, payment for such work will be made on a cost of the work basis as provided in 10.4.

9.4 Change Order:

A change in Contract Time, Contract Price, or responsibility may be made for changes within the scope of the Work only by Change Order. Upon receipt of an executed Change Order, the CONTRACTOR shall promptly proceed with the work involved which will be performed under the applicable conditions of the Contract Documents except as otherwise specifically provided. Changes in Contract Price and Contract Time shall be made in accordance with Article 10 and 11.

9.5 Shop Drawing Variations:

Variations by shop drawings shall only be eligible for consideration under 9.4 when the conditions affecting the price, time, or responsibility are identified by the

CONTRACTOR in writing and a request for a Change Order is submitted as per 6.20.4.

9.6 Changes Outside the General Scope; Supplemental Agreement:

Any change which is outside the general scope of the Contract, as determined by the Contracting Officer, must be authorized by the appropriate representatives of the CITY and the CONTRACTOR.

9.7 Unauthorized Work:

The CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in this Article 9, except in the case of an emergency as provided in paragraph 6.19 and except in the case of uncovering Work as provided in paragraph 12.4.2.

9.8 Notification of Surety:

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents including, but not limited to, Contract Price or Contract Time is required by the provisions of any Bond to be given to a Surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

9.9 Differing Site Conditions:

9.9.1 The CONTRACTOR shall promptly, and before such conditions are disturbed (except in an emergency as permitted by paragraph 6.19), notify the Contracting Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, and which could not have been discovered by a careful examination of the site, or (2) unknown physical conditions at the site, or an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Contracting Officer shall promptly investigate the conditions, and if the Contracting Officer finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or time required for, performance of this Contract, an equitable adjustment shall be made and the Contract

modified in writing accordingly.

9.9.2 Any claim for additional compensation by the CONTRACTOR under this clause shall be made in accordance with Article 15 and shall not be allowed unless the CONTRACTOR has first given the notice required by this Contract. In the event that the Contracting Officer and the CONTRACTOR are unable to reach an agreement concerning an alleged differing site condition, the CONTRACTOR will be required to keep an accurate and detailed record which will indicate the actual cost of the work done under the alleged differing site condition. Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. The Contracting Officer shall be given the opportunity to supervise and check the keeping of such records.

ARTICLE 10 - CONTRACT PRICE; COMPUTATION AND CHANGE

10.1 Contract Price:

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price. The Contract Price may only be changed by a Change Order or Supplemental Agreement.

10.2 Claim for Price Change:

Any claim for an increase or decrease in the Contract Price shall be submitted in accordance with the terms of Article 15, and shall not be allowed unless notice requirements of this Contract have been met.

10.3 Change Order Price Determination:

The value of any work covered by a Change Order for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1

10.3.2 By mutual acceptance of a lump sum price which includes overhead and profit.

10.3.3 When 10.3.1 and 10.3.2 are inapplicable, on the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 10.6).

10.4 Cost of the Work:

The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amount no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 10.5:

10.4.1 Payroll costs for employees in the direct employ of the CONTRACTOR in the performance of the work under schedules of job classifications agreed upon by the CITY and the CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the CITY.

10.4.2 Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to the CONTRACTOR unless the CITY deposits funds with the CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the CITY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the CITY, and the CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Payments made by the CONTRACTOR to

Subcontractors for work performed by Subcontractors. If required by the CITY, CONTRACTOR shall obtain competitive quotes from Subcontractors or Suppliers acceptable to the CONTRACTOR and shall deliver such quotes to the CITY who will then determine which quotes will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as the CONTRACTOR's Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, and surveyors) employed for services necessary for the completion of the work.

10.4.5 Supplemental costs including the following:

- a. The proportion of necessary transportation, travel and subsistence expenses of the CONTRACTOR's employees incurred in discharge of duties connected with the work.
- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remain the property of the CONTRACTOR.
- c. Rentals of all construction equipment and machinery and the parts thereof whether rented from the CONTRACTOR or others in accordance with rental agreements approved by the CITY and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.
- d. Sales, consumer, use or similar taxes related to the work, and for which the CONTRACTOR is liable, imposed by Regulatory Requirements.
- e. Deposits lost for causes other than negligence

of the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by the CONTRACTOR in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the CITY. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining the CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and the CONTRACTOR is placed in charge thereof, the CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraphs 10.6.2.a and 10.6.2.b.
- g. The cost of utilities, fuel and sanitary facilities at the site.
- h. Minor expenses such as long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work.
- i. Cost of premiums for additional bonds and insurance required because of changes in the work and premiums for property insurance coverage within the limits of the deductible amounts established by the CITY in accordance with Article 5.

10.5 Excluded Costs:

The term Cost of the Work shall not include any of the following:

- 10.5.1 Payroll costs and other compensation of CONTRACTOR's officer, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agency, expeditors,

timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

10.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

10.5.3 Any part of CONTRACTOR's capital expenses including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.i above).

10.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 CONTRACTOR's Fee:

The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 A mutually acceptable fixed fee; or if none can be agreed upon.

10.6.2 A fee based on the following percentages of the various portions of the Cost of the Work:

- a. For costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR's Fee shall be twenty percent;

- b. For costs incurred under paragraph 10.4.3, the CONTRACTOR's Fee shall be fifteen percent; and if a sub- contract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all subcontractors shall be fifteen percent;

- c. No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

- d. The amount of credit to be allowed by the CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease; and

- e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.a through 10.6.2.d, inclusive.

10.7 Cost Breakdown:

Whenever the cost of any work is to be determined pursuant to paragraphs 10.4 and 10.5, the CONTRACTOR will submit in form acceptable to the CITY an itemized cost breakdown together with supporting data.

10.8 Cash Allowances:

It is understood the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the Contracting Officer. CONTRACTOR agrees that:

10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 CONTRACTOR's cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses

contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due the CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

material to be furnished under any item, for which the total cost of the item exceeds 10% of the total Contract Price, is increased by more the 25 per cent of the quantity stated in the bid schedule, or change documents, either party to the Contract, upon demand, shall be entitled to an equitable unit price adjustment on the portion of the work above 125 per cent of the quantity stated in the bid schedule.

10.9 Unit Price Work:

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by the CONTRACTOR will be made by the CITY in accordance with paragraph 10.9.3.

10.9.2 Each unit price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR's overhead and profit for each separately identified item. If the "Basis of Payment" clause in the Contract Documents relating to any unit price in the bid schedule requires that the said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the Contract Documents.

10.9.3 Payment to the CONTRACTOR shall be made only for the actual quantities of work performed and accepted or materials furnished, in conformance with the Contract Documents. When the accepted quantities of work or materials vary from the quantities stated in the bid schedule, or change documents, the CONTRACTOR shall accept as payment in full, payment at the stated unit prices for the accepted quantities or work and materials furnished, completed and accepted; except as provided below:

a. When the quantity of work to be done or

b. When the quantity of work to be done or material to be furnished under any major item, for which the total cost of the item exceeds 10% of the total Contract Price, is decreased by more than 25 per cent of the quantity stated in the bid schedule, or change documents either party to the contract, upon demand, shall be entitled to an equitable price adjustment for the quantity of work performed or material furnished, limited to a total payment of not more the 75 per cent of the amount originally bid for the item.

10.10 Determinations for Unit Prices:

The Contracting Officer will determine the actual quantities and classifications of Unit Price Work performed by the CONTRACTOR. The Contracting Officer will review with the CONTRACTOR preliminary determinations on such matters before certifying the prices on the Bid Schedule. The Contracting Officer's certification thereon will be final and binding on the CONTRACTOR, unless, within ten days after the date of any such decisions, the CONTRACTOR delivers to the Contracting Officer written notice of intention to appeal from such a decision.

ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE

11.1 Commencement of Contract Time; Notice to Proceed:

The Contract Time will commence to run on the day indicated in the Notice to Proceed.

11.2 Starting the Work:

No work on contract items shall be performed before the effective date of the Notice to Proceed. The CONTRACTOR shall notify the Contracting Officer at least 24 hours in advance of the time actual construction operations will

begin. The CONTRACTOR may request a limited Notice to Proceed after award has been made, to permit him to order long lead materials which could cause delays in project completion. However, granting is within the sole discretion of the Contracting Officer, and refusal or failure to grant a limited Notice to Proceed shall not be a basis for claiming for delay, extension of time, or alteration of price.

11.3 Computation of Contract Time:

11.3.1 When the contract time is specified on a calendar days basis, all work under the contract shall be completed within the number of calendar days specified. The count of contract time begins on the day following receipt of the Notice to Proceed by the CONTRACTOR, if no starting day is stipulated therein. Calendar days shall continue to be counted against contract time until and including the date of Final Completion of the Work.

When the Contract completion time is specified as a fixed calendar date, it shall be the date of Final Completion.

11.4 Time Change:

The Contract Time may only be changed by a Change Order or Supplemental Agreement.

11.5 Extension Due to Delays:

The right of the CONTRACTOR to proceed shall not be terminated nor the CONTRACTOR charged with liquidated or actual damages because of any delays to the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to the following: acts of God or of the public enemy, acts of the CITY in contractual capacity, acts of another contractor in the performance of a contract with the CITY, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and delays of Subcontractors or Suppliers due to such causes. Any delay in receipt of materials on the site, caused by other than one of the specifically mentioned occurrences above, does not of itself justify a time extension. Provided, that the CONTRACTOR shall within twenty four (24) hours from the beginning of any such delay (unless the Contracting Officer shall grant a further period of the time prior to the date of final settlement of the Contract) notify the Contracting Officer in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay

and extend the time for completing the Work when the findings of fact justify such an extension.

11.6 Essence of Contract:

All time limits stated in the Contract Documents are of the essence of the Contract.

11.7 Reasonable Completion Time:

It is expressly understood and agreed by and between the CONTRACTOR and the CITY that the date of beginning and the time for Final Completion of the Work described herein are reasonable times for the completion of the Work.

11.8 Delay Damages:

Whether or not the CONTRACTOR's right to proceed with the Work is terminated, he and his sureties shall be liable for damages resulting from his refusal or failure to complete the Work within the specified time. Liquidated damages for delay shall be paid by the CONTRACTOR or his Surety to the City in the amount as specified in the Agreement or the Supplementary Conditions for each Calendar Day the completion of the Work or any part thereof is delayed beyond the Contract Time required by the Contract, or any extension thereof. If such amount of liquidated damages is not established by the Contract Documents, then the CONTRACTOR and his Surety shall be liable to the City for any actual damages occasioned by such delay. The CONTRACTOR acknowledges that the liquidated damages established herein are not a penalty but rather constitute an estimate of damages that the City will sustain by reason of delayed completion. These liquidated damages are intended as compensation for losses difficult to estimate, and include those items enumerated in the Supplementary Conditions or elsewhere in the Contract Documents. These damages will continue to run both before and after termination in the event of default termination. These liquidated damages do not cover excess costs of completion or the CITY's costs, fees, and charges related to re-procurement. If a default termination occurs, the Contractor or his Surety shall pay in addition to these damages, all excess costs and expenses related to completion as provided by Article 14.2.5.

ARTICLE 12 - QUALITY ASSURANCE

12.1 Warranty and Guaranty:

The CONTRACTOR warrants and guarantees to the CITY that all Work will be in accordance with the Contract

Documents and will not be Defective. Prompt notice of all defects shall be given to the CONTRACTOR. All Defective Work, whether or not in place, may be rejected, corrected or accepted as provided for in this Article.

12.2 Access to Work:

The CITY and the CITY's representatives, testing agencies and governmental agencies with jurisdiction interests will have access to the Work at reasonable times for their observation, inspecting and testing. The CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspections:

12.3.1 The CONTRACTOR shall give the Contracting Officer timely notice of readiness of the Work for all required inspections, tests or approvals.

12.3.2 If Regulatory Requirements require any Work (or part thereof) to specifically be inspected, tested or approved, the CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish the Contracting Officer the required certificates of inspection, testing or approval. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to the CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by the CONTRACTOR. The CITY may perform additional tests and inspections which it deems necessary to insure quality control. All such failed tests or inspections shall be at the CONTRACTOR's expense.

12.3.3 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the Contracting Officer timely notice of CONTRACTOR's intention to cover the same and the Contracting Officer has not acted with reasonable promptness in response to such

notice.

12.3.4 Neither observations nor inspections, test or approvals by the CITY of others shall relieve the CONTRACTOR from the CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

12.4 Uncovering Work:

12.4.1 If any Work is covered contrary to the written request of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered for the contracting Officer's observation and replaced at the CONTRACTOR's expense.

12.4.2 If the Contracting Officer considers it necessary or advisable that covered Work be observed, inspected or tested, the CONTRACTOR, at the Contracting Officer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Contracting Officer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is Defective, the CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) and the CITY shall be entitled to an appropriate decrease in the Contract Price. If, however, such Work is not found to be Defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

12.5 CITY May Stop the Work:

If the Work is Defective, or the CONTRACTOR fails to supply suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Contracting Officer may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Contracting Officer to stop the Work shall not give rise to any duty on the part of the Contracting Officer to exercise this right for the benefit of the CONTRACTOR.

12.6 Correction or Removal of Defective Work:

If required by the Contracting Officer, the CONTRACTOR shall promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Contracting Officer, remove it from the site and replace it with Work which conforms to the requirements of the Contract Documents.

The CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.7 One Year Correction Period:

If within one year after the date of Final Completion or such longer period of time as may be prescribed by Regulatory Requirements or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be Defective, the CONTRACTOR shall promptly, without cost to the CITY and in accordance with the Contracting Officer's written instructions, either correct such Defective Work, or, if it has been rejected by the Contracting Officer, remove it from the site and replace it with conforming Work. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the CITY may have the Defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by the CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service for the benefit of the CITY before Substantial Completion of all the Work, the correction period for the item may begin on an earlier date if so provided in the Specifications or by Change Order. Provisions of this paragraph are not intended to shorten the Statute of Limitations for bringing an action.

12.8 Acceptance of Defective Work:

Instead of requiring correction or removal and replacement of Defective Work, the Contracting Officer may accept Defective Work, the CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the Contracting Officer's evaluation of and determination to accept such Defective Work (costs to include but not be limited to fees and charges of engineers, architects,

attorneys and other professionals). If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price. If the CITY has already made final payment to the CONTRACTOR, an appropriate amount shall be paid by the CONTRACTOR or his Surety to the CITY.

12.9 CITY May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice from the Contracting Officer to proceed to correct Defective Work or to remove and replace rejected Work as required by the Contracting Officer in accordance with paragraph 12.6, or if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if the CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven days' written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Contracting Officer may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend the CONTRACTOR's services related thereto, take possession of the CONTRACTOR's tool, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or approved remote storage sites or for which the CITY has paid the CONTRACTOR but which are stored elsewhere, the CONTRACTOR shall allow the Contracting Officer and his authorized representatives such access to the site as may be necessary to enable the Contracting Officer to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the CITY or its agents in exercising such rights and remedies will be charged against the CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all cost of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR's Defective Work. The CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the Contracting Officer of the CITY's rights and remedies hereunder.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values:

The Schedule of Values established as provided in paragraph 6.6 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Contracting Officer. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Preliminary Payments:

Upon approval of the Schedule of Values the CONTRACTOR may be paid for direct costs substantiated by paid invoices and other prerequisite documents required by the General Requirements. Direct costs shall include the cost of Bonds, insurance, approved materials stored on the site or at approved remote storage sites, deposits required by a Supplier prior to fabricating materials, and other approved direct mobilization costs substantiated as indicated above. These payments shall be included as a part of the total Contract Price as stated in the Contract.

13.3 Application for Progress Payment:

The CONTRACTOR shall submit to the Contracting Officer for review an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Progress payments will be made as the Work progresses on a monthly basis or twice a month when requested by the CONTRACTOR, but only when the approved invoice exceeds \$10,000.00.

13.4 Review of Applications for Progress Payments:

Contracting Officer will, either indicate in writing a recommendation of payment, or return the Application for Payment to the CONTRACTOR indicating in writing the Contracting Officer's reasons for refusing to recommend payment. If the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application for Payment.

13.5 Stored Materials and Equipment:

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to

in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the CITY has received the materials and equipment free and clear of all charges, security interests and encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the CITY's interest therein, all of which will be satisfactory to the Contracting Officer. No payment will be made for perishable materials that could be rendered useless because of long storage periods. No progress payment will be made for living plant materials until planted. The payment may be reduced by an amount equal to transportation and handling cost if the materials are stored offsite, in a remote location, or will require special handling.

13.6 CONTRACTOR's Warranty of Title:

The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the CITY no later than the time of payment free and clear of any claims, liens, security interests and further obligations.

13.7 Withholding of Payments:

The CITY may withhold or refuse payment for any of the reasons listed below provided it gives written notice of its intent to withhold and of the basis for withholding:

- 13.7.1 The Work is Defective, or completed Work has been damaged requiring correction or replacement, or has been installed without approval of Shop Drawing, or by an unapproved Subcontractor.
- 13.7.2 The Contract Price has been reduced by Change Order.
- 13.7.3 The CITY has been required to correct Defective Work or complete Work in accordance with paragraph 12.9.
- 13.7.4 The CITY's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1.a through 14.2.1.k inclusive.
- 13.7.5 Claims have been made against the CITY or against the funds held by the CITY on account of the CONTRACTOR's actions or inactions in performing this Contract, or there are other items entitling the CITY to a set off.

13.7.6 Subsequently discovered evidence or the results of subsequent inspections or test, nullify any previous payments for reasons stated in subparagraphs 13.7.1 through 13.7.5.

13.7.7 The CONTRACTOR has failed to fulfill or is in violation of any of his obligations under any provision of this Contract.

13.8 Retainage:

At any time the CITY finds that satisfactory progress is not being made it may in addition to the amounts withheld under 13.7 retain a maximum amount equal to 10% of the total amount earned on all subsequent progress payments. This retainage may be released at such time as the Contracting Officer finds that satisfactory progress is being made.

13.9 Request for Release of Funds:

If the CONTRACTOR believes the basis for withholding is invalid or no longer exists, immediate written notice of the facts and Contract provisions on which the CONTRACTOR relies, shall be given to the CITY, together with a request for release of funds and adequate documentary evidence proving that the problem has been cured. In the case of withholding which has occurred at the request of the Department of Labor and Workforce Development, the CONTRACTOR shall provide a letter from the Department of Labor stating that withholding is no longer requested. Following such a submittal by the CONTRACTOR, the CITY shall have a reasonable time to investigate and verify the facts and seek additional assurances before determining whether release of withheld payments is justified.

13.10 Substantial Completion:

When the CONTRACTOR considers the Work ready for its intended use the CONTRACTOR shall notify the Contracting Officer in writing that the Work or a designated portion thereof is substantially complete (except for items specifically listed by the CONTRACTOR as incomplete) and request that the CITY issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Contracting Officer, the CONTRACTOR and appropriate Consultant(s) shall make an inspection of the Work to determine the status of completion. If the Contracting Officer does not consider the Work substantially complete, the Contracting Officer will notify the CONTRACTOR in writing giving the reasons therefor. If the Contracting Officer considers the Work substantially complete, the Contracting Officer will within fourteen days execute and deliver to the CONTRACTOR a certificate of Substantial

Completion with tentative list of items to be completed or corrected. At the time of delivery of the certificate of Substantial Completion the Contracting Officer will deliver to the CONTRACTOR a written division of responsibilities pending Final Completion with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties which shall be consistent with the terms of the Contract Documents. The CITY shall be responsible for all CITY costs resulting from the initial inspection and the first re-inspection, the CONTRACTOR shall pay all costs incurred by the CITY resulting from re-inspections, thereafter.

13.11 Access Following Substantial Completion:

The CITY shall have the right to exclude the CONTRACTOR from the Work after the date of Substantial Completion, but the CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

13.12 Final Inspection:

Upon written notice from the CONTRACTOR that the entire Work or an agreed portion thereof is complete, the Contracting Officer will make a final inspection with the CONTRACTOR and appropriate Consultants and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or Defective.

The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies. The CONTRACTOR shall pay for all costs incurred by the CITY resulting from re-inspections.

13.13 Final Application for Payment:

After the CONTRACTOR has completed all such corrections to the satisfaction of the Contracting Officer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of payment to all laborers, Subcontractors and Suppliers, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after the Contracting Officer has indicated that the Work is acceptable (subject to the provisions of paragraph 13.17), the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all certificates, warranties, guaranties, releases, affidavits, and other documentation required by the Contract Documents.

13.14 Final Payment and Final Completion:

- 13.14.1 If on the basis of the Contracting Officer's observation of the Work during construction and final inspection, and the Contracting Officer's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, the Contracting Officer is satisfied that the Work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the CITY will process final Application for Payment. Otherwise, the Contracting Officer will return the Application for Payment to the CONTRACTOR, indicating in writing the reasons for refusing to process final payment, in which case the CONTRACTOR shall make the necessary corrections and resubmit the final Application for Payment.
- 13.14.2 If, through no fault of the CONTRACTOR, Final Completion of the Work is significantly delayed, the Contracting Officer shall, upon receipt of the CONTRACTOR's final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the CITY for Work not fully completed or corrected is less than the retainage provided for in paragraph 13.8, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the CITY with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 13.14.3 In addition to other requirements, final payment shall not be due until CITY's receipt of verification from the State of Alaska Department of Labor and Workforce Development ("the Department") that (i) Contractor has complied with AS 36.05.045(a) and (ii) the Department is not conducting an investigation and (iii) the Department has not issued a notice of violation of AS 36.05 to Contractor or to any subcontractor.
- 13.15 Final Acceptance:
- Following receipt of the CONTRACTOR's Release with no exceptions, and certification that laborers, Subcontractors and materialmen have been paid, certification of payment of payroll and sales taxes and revenue taxes, and final payment to the CONTRACTOR, the CITY will issue a letter of Final Acceptance, releasing the CONTRACTOR from further obligations under the Contract, except as provided in paragraph 13.16.
- 13.16 CONTRACTOR's Continuing Obligation:
- The CONTRACTOR's obligation to perform and complete the Work and pay all laborers, Subcontractors, and materialmen in accordance with the Contract Documents shall be absolute. Neither any progress or final payment by the CITY, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by the CITY, nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor any correction of Defective Work by the CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.
- 13.17 Waiver of Claims by CONTRACTOR:
- The making and acceptance of final payment will constitute a waiver of all claims by the CONTRACTOR against the CITY other than those previously made in writing and still unsettled.
- 13.18 No Waiver of Legal Rights:
- The CITY shall not be precluded or be stopped by any payment, measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the CONTRACTOR, nor from showing that any payment, measurement, estimate or certificate is untrue or is incorrectly made, or that the Work or materials are Defective. The CITY shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the CONTRACTOR or his Sureties, or both, such damages as it may sustain by reason of his failure to comply with requirements of the Contract Documents. Neither the acceptance by the CITY, or any representative of the CITY, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of the Contract Time, nor any possession taken by the CITY, shall operate as a waiver of any portion of the Contract, or of the power herein reserved, or of any right to damages. A waiver by

the CITY of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

ARTICLE 14 - SUSPENSION OF WORK, DEFAULT AND TERMINATION

14.1 CITY May Suspend Work:

14.1.1 The CITY may, at any time suspend the Work or any portion thereof by notice in writing to the CONTRACTOR. If the Work is suspended without cause the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an approved claim therefor as provided in Article 15. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that suspension is due to the fault or negligence of the CONTRACTOR, or that suspension is necessary for Contract compliance, or that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR.

14.1.2 In case of suspension of Work, the CONTRACTOR shall be responsible for preventing damage to or loss of any of the Work already performed and of all materials whether stored on or off the site or approved remote storage sites.

14.2 Default of Contract:

14.2.1 If the CONTRACTOR:

- a. Fails to begin the Work under the Contract within the time specified in the "Proposal", or
- b. Fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workmen or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 6.6 as revised from time to time), or
- c. Performs the Work unsuitably or neglects or refuses to remove materials or to correct Defective Work.
- d. Discontinues the prosecution of the Work, or

- e. Fails to resume Work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency except as prohibited by 11 U.S.C. 363e, or
- g. Allows any final judgment to stand against him unsatisfied for period of 60 days, or
- h. Makes an assignment for the benefit of creditors without the consent of the Contracting Officer, or
- i. Disregards Regulatory Requirements, or
- j. Otherwise violates in any substantial way any provisions of the Contract Documents, or
- k. For any cause whatsoever, fails to carry on the Work in an acceptable manner, the Contracting Officer may give notice in writing to the CONTRACTOR and his Surety of such delay, neglect, or default.

If the CONTRACTOR or Surety, within the time specified in the above Notice of Default, shall not proceed in accordance therewith, then the CITY may, upon written notification from the Contracting Officer of the fact of such delay, neglect or default and the CONTRACTOR's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the Work out of the hands of the CONTRACTOR. The CITY may terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the Work and of all the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere, and finish the Work as the CITY may deem expedient. The CITY may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods that in the opinion of the Contracting

Officer are required for the completion of said Contract in an acceptable manner.

- 14.2.3 The Contracting Officer may, by written notice to the CONTRACTOR and his Surety or his representative, transfer the employment of the Work from the CONTRACTOR to the Surety, or if the CONTRACTOR abandons the Work undertaken under the Contract, the Contracting Officer may, at his option with written notice to the Surety and without any written notice to the CONTRACTOR, transfer the employment for said Work directly to the Surety. The Surety shall submit its plan for completion of the Work, including any contracts or agreements with third parties for such completion, to the CITY for approval prior to beginning completion of the Work. Approval of such contracts shall be in accordance with all applicable requirements and procedures for approval of subcontracts as stated in the Contract Documents.
- 14.2.4 Upon receipt of the notice terminating the services of the CONTRACTOR, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under the Contract and employ by contract or otherwise any person or persons to finish the Work and provide the materials therefor, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering Work subsequently performed under the terms of the Contract and according to the terms thereof without any right of the CONTRACTOR to make any claim for the same or any part thereof.
- 14.2.5 If the Contract is terminated for default, the CONTRACTOR and the Surety shall be jointly and severally liable for damages for delay as provided by Article 11.8, and for the excess cost of completion, and all costs and expenses incurred by the CITY in completing the Work or arranging for completion of the Work, including but not limited to costs of assessing the Work to be done, costs associated with advertising, soliciting or negotiating for bids or proposals for completion, and other procurement costs. Following termination the CONTRACTOR shall not be entitled to receive any further balance of the amount to be paid under the contract until

the work is fully finished and accepted, at which time if the unpaid balance exceeds the amount due the CITY and any amounts due to persons for whose benefit the CITY has withheld funds, such excess shall be paid by the CITY to the CONTRACTOR. If the damages, costs, and expenses due the CITY exceed the unpaid balance, the CONTRACTOR and his Surety shall pay the difference.

- 14.2.6 If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that termination was wrongful, the rights and obligations of the parties shall be determined in accordance with the clause providing for convenience termination.

14.3 Rights or Remedies:

Where the CONTRACTOR's services have been so terminated by the CITY, the termination will not affect any rights or remedies of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the CITY will not release the CONTRACTOR from liability.

14.4 Convenience Termination:

- 14.4.1 The performance of the Work may be terminated by the CITY in accordance with this section in whole or in part, whenever, for any reason the Contracting Officer shall determine that such termination is in the best interest of the CITY. Any such termination shall be effected by delivery to the CONTRACTOR of a Notice of Termination, specifying termination is for the convenience of the CITY the extent to which performance of Work is terminated, and the date upon which such termination becomes effective. Immediately upon receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer the CONTRACTOR shall:

- a. Stop Work on the date and to the extent specified in the Notice of Termination;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may

be necessary for completion of such portion of the Work as is not terminated;

- c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
- d. With the written approval of the Contracting Officer, to the extent he may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole, or in part, in accordance with the provisions of the Contract;
- e. Submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Contracting Officer;
- f. Transfer to the Contracting Officer the completed or partially completed record drawings, Shop Drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the CITY;
- g. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the CONTRACTOR and in which the CITY has or may acquire any interest. The CONTRACTOR shall proceed immediately with the performance of the above obligations.

14.4.2 When the CITY orders termination of the Work effective on a certain date, all Work in place as of that date will be paid for in accordance with the Basis of Payment clause of the Contract. Materials required for completion and on hand but not incorporated in the Work will be paid for at cost plus 15% with materials becoming the property of the CITY - or the CONTRACTOR may retain title to the materials and be paid an agreed upon lump sum. Materials on order shall be canceled, and the CITY shall pay reasonable factory cancellation charges with the option of taking delivery of the materials in lieu of payment of cancellation charges. The

CONTRACTOR shall be paid 10% of the cost, freight not included, of materials canceled, and direct expenses only for CONTRACTOR chartered freight transport which cannot be canceled without charges, to the extent that the CONTRACTOR can establish them. The extra costs due to cancellation of Bonds and insurance and that part of job start-up and phase-out costs not amortized by the amount of Work accomplished shall be paid by the CITY. Charges for loss of profit or consequential damages shall not be recoverable except as provided above.

14.4.3 The termination claim shall be submitted promptly, but in no event later than 90 days from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the CONTRACTOR made in writing within the 90-day period. Upon failure of the CONTRACTOR to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall thereupon pay to the CONTRACTOR so determined.

14.4.4 The CONTRACTOR and the Contracting Officer may agree upon whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of the Work pursuant to this section. The Contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount. In the event of the failure of the CONTRACTOR and the Contracting Officer to agree in whole or in part, as provided heretofore, as to the amounts with respect to costs to be paid to the CONTRACTOR in connection with the termination of the Work the Contracting Officer shall determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amount determined as follows:

- a. All costs and expenses reimbursable in accordance with the Contract not previously paid to the CONTRACTOR for the performance of the Work prior to the effective date of the Notice of Termination;

- b. So far as not included under "a" above, the cost of settling and paying claims arising out of the termination of the Work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract;
- c. The reasonable costs of settlement with respect to the terminated portion of the Contract heretofore, to the extent that these costs have not been covered under the payment provisions of the Contract.

14.4.5 The CONTRACTOR shall have the right of appeal under the CITY's claim procedures, as defined in Article 15, for any determination made by the Contracting Officer, except if the CONTRACTOR has failed to submit his claim within the time provided and has failed to request extension of such time, CONTRACTOR shall have no such right of appeal. In arriving at the amount due the CONTRACTOR under this section, there shall be deducted:

- a. All previous payments made to the CONTRACTOR for the performance of Work under the Contract prior to termination;
- b. Any claim which the CITY may have against the CONTRACTOR;
- c. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the CONTRACTOR or sold pursuant to the provisions of this section and not otherwise recovered by or credited to the CITY; and,
- d. All progress payments made to the CONTRACTOR under the provisions of this section.

14.4.6 Where the Work has been terminated by the CITY said termination shall not affect or terminate any of the rights of the CITY against the CONTRACTOR or his Surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the CITY due to the CONTRACTOR under the terms of the Contract shall not release the CONTRACTOR or his Surety from liability. Unless otherwise provided for in the Contract Documents, or by applicable statute, the

CONTRACTOR, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the CITY at all reasonable times at the office of the CONTRACTOR, all its books, records, documents, and other evidence bearing on the cost and expenses of the CONTRACTOR under his Contract and relating to the Work terminated hereunder.

ARTICLE 15 - CLAIMS AND DISPUTES

15.1 Notification:

In addition to the notice requirements set out elsewhere in this Contract, if the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a claim by the CONTRACTOR for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of the contract, the CONTRACTOR shall immediately inform the Project Manager. If the matter cannot be resolved by agreement within 7 days, the CONTRACTOR shall, within the next 14 days, submit an Intent to Claim in writing to the Project Manager. The Claim, if not resolved, shall be presented to the Project Manager, in writing, within 60 days following receipt of the Intent to Claim. Receipt of the Claim will be acknowledged in writing by the Project Manager. The CONTRACTOR agrees that unless these written notices are provided, the CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition. The CONTRACTOR shall in any case continue diligent performance of the Contract.

15.2 Presenting Claim:

The Claim shall specifically include the following:

- 15.2.1 The act, event or condition giving rise to the claim.
- 15.2.2 The Contract provisions which apply to the claim and under which relief is provided.
- 15.2.3 The item or items of Contract Work affected and how they are affected.
- 15.2.4 The specific relief requested, including contract time if applicable, and the basis upon which it was calculated.

15.3 Claim Validity, Additional Information, and Project Manager's Actions:

The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that

those conditions were actually a result of the act, event or condition complained of and that the Contract provides entitlement to relief to the CONTRACTOR for such act, event, or condition. The Project Manager reserves the right to make written request to the CONTRACTOR at any time for additional information which the CONTRACTOR may possess relative to the Claim. The CONTRACTOR agrees to provide the Project Manager such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the Claim. The Claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Contracting Officer for formal written decision.

15.4 Contracting Officer's Decision:

The CONTRACTOR will be furnished the Contracting Officer's Decision within the next 90 days, unless additional information is requested by the Contracting Officer. The Contracting Officer's Decision is final and conclusive unless fraudulent as to the Claim.

15.5 Notice of Appeal:

Within 30 days of receipt of the Decision, the CONTRACTOR may deliver a Notice of Appeal to the City Manager of Unalaska, Alaska. The Notice of Appeal shall include specific exceptions to the Contracting Officer's Decision, including specific provisions of the contract, which the CONTRACTOR

intends to rely upon in the appeal. General assertions that the Contracting Officer's decision is contrary to law or fact are not sufficient.

15.6 City Manager's Decision:

The decision of the City Manager will be rendered within 120 days of Notice of Appeal. This decision constitutes the exhaustion of contractual and administrative remedies. The time limits given above may only be extended by mutual consent. The decision of the City Manager shall be final and conclusive unless the CONTRACTOR commences action through the court within 120 days from receipt thereof.

