



Invitation to Bid

Airport Building Emergency Repair

Issue Date: April 16, 2026

Bid Due Date: May 15, 2026

City of Unalaska
Department of Public Works
P.O. Box 610
Unalaska, Alaska 99685
(907) 581-1260

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List of Attachments

- **Attachment A – Bid Form**
- **Attachment B – Insurance Requirements**
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- **Attachment E – Structural Plan and Specifications**

I. GENERAL

The City of Unalaska requests sealed bids from qualified contractors for the installation of steel beams to support the existing glulam beams that show signs of rot damage at the Unalaska Tom Madsen Airport terminal building. Sealed bids will be addressed to the City of Unalaska and will be received at the following address:

City of Unalaska
Office of the City Clerk, Estkarlen Magdaong
P.O. Box 610
43 Raven Way
Unalaska, AK 99685
Tel. 907-581-1251

OR via email to:

emagdaong@unalaska.gov

AND

esevilla@unalaska.gov

Sealed Bids will be received until **2:00 p.m., local time on Friday, May 15, 2026**. Any bids received after the time and date specified will not be considered. An electronic copy of the Invitation to Bid (ITB) documents may be obtained from the City of Unalaska website: <http://www.unalaska.gov/rfps>, for no charge. The successful Bidder will be required to furnish the necessary documents for the faithful performance of the Contract, as prescribed in the Bidding Documents.

All questions about this Invitation to Bid must be directed to Marc Kielmeyer, Project Manager

City of Unalaska
Department of Public Works,
Marc Kielmeyer, Project Manager
Phone (907) 581-1260
mkielmeyer@unalaska.gov

Each Bid must be submitted on the prescribed Bid form and accompanied by submittal information as prescribed in the ITB.

A pre-bid conference will be held on **Tuesday, April 28, 2026, at 2:00 p.m.** at the City of Unalaska Department of Public Works at 1035 E. Broadway Avenue, Unalaska, AK 99685. The pre-bid conference can be attended in person or on Microsoft Teams;

Meeting ID: 295 357 148 639 35
Access code: BG9KJ2H8
Dial in by phone: +1 332-249-0602
Phone conference ID: 612 930 016#

The successful Bidder shall hold such Business Licenses as required by state statutes and Unalaska Code of Ordinances Section 9.04.020. The City of Unalaska reserves the right to reject any or all Bids, to waive

informalities or irregularities in the bidding, and to accept bids that are considered to be in the best interest of the City.

II. PURPOSE

The purpose of this ITB is to obtain competitive bids from qualified contractors to furnish and install new steel wide flange (WF) beams underneath the weather exposed existing glulam beams at the Tom Madsen Airport building located at 105 Terminal Drive in Unalaska, Alaska. The glulam beams outside the canopies are exposed to the weather and are showing signs of rot damage due to water exposure. The project will improve the airport building canopies in the front and back and ensure safe continued use of the facility.

III. SCOPE OF WORK

All work shall comply with IBC 2021, OSHA, and City of Unalaska safety requirements. Contractor shall be solely responsible for maintaining a safe work area. Welding and hot work permits shall be required daily. See Attachment E for Structural Plan and Specifications of work.

There are existing canopies on the front and rear of the airport building that are framed with timber glulam beams. The glulam beams are supported by structural steel HSS columns.

The proposed repairs will be the addition of new structural steel WF beams added underneath the existing glulam beams at 19 locations. The beams will attach to the HSS columns with welded shear tabs. All proposed steel shall be coated per the plans and specifications (see Attachment E). Contractor shall verify all dimensions prior to ordering materials. Any discrepancies shall be brought to the attention of the City's onsite representative: Marc Kielmeyer, Project Manager. See structural drawings for additional details and specifications (Attachment E).

Contractor shall be responsible for all traffic controls including maintaining safe public access. Work areas shall be blocked off in accordance with best practices and as approved by the project representative. Contractor shall schedule work to minimize disruption to airport operations and maintain safe work areas. Safe access to the facility shall be maintained at all times for the public, airport businesses and airport operations personnel.

Performing work outside of the normal airport operating hours is encouraged.

The work site shall be maintained clean and orderly. Disposal fees shall be the responsibility of the contractor. Security of tools and equipment shall be the sole responsibility of the contractor.

Bidders are encouraged to submit any questions in writing.

IV. PRODUCT BID & PRICING

1. **Bid Price.**

Bidders shall provide a lump sum price for all work included in this invitation to bid and contract documents. Prices shall include all materials, labor, equipment and incidentals to complete the

steel beam installation, mobilization, demobilization, traffic control, disposal and cleanup, and any other tasks necessary to complete the work described in the ITB and contract documents.

2. Examination of Bidding Documents.

- A. It is the responsibility of each Bidder before submitting a Bid:
 - 1. To examine thoroughly the Bidding Documents and other related data identified in the Bidding Documents;
 - 2. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Product;
 - 3. To study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related data;
 - 4. To promptly notify the City of all conflicts, errors, ambiguities or discrepancies, which Bidder has discovered in or between the Bidding Documents.
 - 5. To review applicability of the City of Unalaska sales tax to any purchases of materials or services related to the Work.
- B. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this ITB that, without exception, the Bid is premised upon performing and furnishing the Work required by the Bidding Documents; that Bidder has given the City written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by the City is acceptable to Bidder and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

3. Interpretations and Addenda.

- A. All questions about the meaning or intent of the Bidding Documents are to be directed to the City of Unalaska. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda, will be posted to the City of Unalaska website and noticed to all parties recorded by the Issuing Office as having received the Bidding Documents. Questions received less than 4 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City of Unalaska.

4. Bid Form.

- A. The Bid Form is included herein (Attachment A)
- B. Bid Form must be completed by printing in black ink or typed.
- C. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

- D. Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
 - E. All names must be typed or printed in black ink below the signature.
 - F. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
 - G. The address, telephone, and email address for communications regarding the Bid must be shown.
5. **Submission of Bids.**
- A. Bids shall be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the project for which the Bid is submitted) and name and address of Bidder and accompanied by the other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**BID ENCLOSED**" on the face of it.
 - B. Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Bidder is interested in more than one Bid for work contemplated, all Bids in which such Bidder is interested will be rejected. Bidder shall complete and submit the following forms with its Bid:
 - Bid Proposal
 - Alaska Business and Contractor's License Number
 - Unalaska Business License
 - C. License Requirements. The Contractor shall obtain a City of Unalaska Business License prior to the Start Date to the extent required by the City of Unalaska Code of Ordinances §9.04.020. Evidence of subcontractor's compliance with the above shall be submitted to the City before starting subcontract work.
6. **Modifications and Withdrawal of Bids.**
- A. Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving the Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Bid modifications must be sent to the office to which the original Bid is delivered or sent.
 - B. If, within 48 hours after Bids are opened, any Bidder files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid.
7. **Minimum Rates of Pay**

- A. Bidder shall comply with all State labor regulations, including State of Alaska Title 36, Public Contracts, otherwise known as the Little Davis-Bacon Act, and all labor regulations and minimum rates of pay contained there.
- B. State Wage Rates can be obtained at <https://labor.alaska.gov/lss/pamp600.htm>. Use the State wage rates in effect 10 days before Bid Opening.

V. SUBMITTAL AND REQUIREMENTS

Submit signed and completed Bid Form with all bid items filled in, and all company and contact information. **Failure to submit a complete Bid Form in a sealed envelope may result in disqualification.**

Bids must be received by **2:00 pm on Friday, May 15, 2026**, at the City Clerk's Office at the following address:

City of Unalaska
Office of the City Clerk, Estkarlen Magdaong
P.O. Box 610
43 Raven Way
Unalaska, AK 99685
Tel. 907-581-1251

OR via email to:

emagdaong@unalaska.gov
esevilla@unalaska.gov

Any bids received after the time and date specified may not be considered. It is the bidder's sole and independent responsibility to timely submit their bids and bidders assume the risk of delays in delivery of mail. Note that mail service to Unalaska is regularly delayed due to bad weather. The City may, in its sole discretion, relax or extend the submission deadline if reasonably deemed necessary. Bids shall remain open for 30 days. A contract, if any, shall be awarded based upon the lowest responsive Bid from a responsible Bidder.

All questions or inquiries should be directed to:

City of Unalaska
Department of Public Works,
Marc Kielmeyer, Project Manager
Phone 907-581-1260
mkielmeyer@unalaska.gov

In submitting this bid, the Bidder is representing and certifying that they have all required licenses, certifications, expertise, experience, etc. that is necessary to perform the work they are bidding on.

VI. OTHER ITEMS

The City reserves the right to reject any or all bids received. The selection of the lowest bid from a responsible Bidder shall be at the sole discretion of the City of Unalaska. No agreement between the City and any Bidder shall be effective until approved by the City Council of the City of Unalaska and signed by the City Manager or authorized City official. The City is not liable for any costs incurred by Bidders in preparing or submitting Bids.

1. Award of Contract.

- A. The City reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids, and to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time, or changes in the material specifications and to negotiate Contract terms with the successful Bidder(s). Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- B. In evaluating Bids, the City will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such other data, as may be requested in the Bid Form or prior to the Notice of Award.
- C. If, at the time this Contract is to be awarded, the total of the lowest acceptable Bid exceeds the funds than estimated by the City as available, the City may reject all Bids, reduce services, or take such other action as best serves the City's interests.
- D. If the Contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder whose evaluation by the City indicates to the City that the award will be in the best interests of the City. The lowest bid shall be determined based on the Total Base Bid.
- E. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, the City of Unalaska may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 30 days after the opening of Bids.
- F. The Contract will be awarded to the lowest responsive and responsible bidder of the total bid price.

2. Signing of Contract.

When the City gives a Notice of Award to the successful Bidder, it will be accompanied by the Airport Building Emergency Repair Contract, with all other written Contract Documents attached. Within 10 days thereafter, the Bidder shall sign and deliver the Airport Building Emergency Repair Contract. Thereafter, the City shall deliver one fully signed counterpart to Bidder. The Form of Airport Building Emergency Repair Contract is attached hereto (Attachment C), which form will be substantially the same as Contract signed by the successful Bidder.

3. Insurance.

The successful Bidder will be required to provide City with the appropriate insurance coverage (see Attachment B).

4. Bid Conditions.

By submitting a Bid, a Bidder makes the following representations:

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

In submitting this Bid, Bidder represents that Bidder has examined copies of all the Bidding Documents and has accurately identified a genuine and acceptable.

Bidder has familiarized itself with the nature and extent of the Bidding Documents, work, site, and all local conditions and all federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

Bidder has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Bidding Documents and the written resolution thereof by the City is acceptable to Bidder, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for supplying the product for which this Bid is submitted.

ATTACHMENT A
Airport Building Emergency Repair
BID FORM

Base Bid

Item #	Description	Unit	Bid (In Words)	Bid (Numeral)
1	Airport Repairs	Lump Sum		\$
	TOTAL BASE BID	Lump Sum		\$

Addenda:

Bidder confirms the following ITB Addenda: _____

Total Base Bid: \$ _____

Total Base Bid (in words): \$ _____

Bidder Information

Bidder Name: _____ State of Incorporation: _____

Business Address: _____

Contractors License No.: _____ Business License No.: _____

Name of Authorized Person (Printed): _____

Signature: _____ Date: _____

ATTACHMENT B

Airport Building Emergency Repair

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, at its own expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with 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 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 and Personal Injury Liability.
2. **Professional Liability:** Insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 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.
3. **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.
4. **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.

5. **Additional lines of coverage** may be required depending upon the type and scope of work and activity in the final contract, including but not limited to:
 - a. **Umbrella/Excess Liability:** insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.
 - b. **Cyber Liability:** shall have limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall be sufficiently broad enough to respond to the duties and obligations of the vendor.
 - c. **Drone Aviation Liability:** if a drone is used in the project, insurance coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate is required, including coverage for in flight operations, bodily injury, and property damage. Coverage shall include invasion of privacy and trespass.

- d. **Environmental/Pollution Liability:** applicable to the work being performed combined single limit per occurrence shall not be less than \$2,000,000 and \$2,000,000 aggregate per policy period of one year.
- e. **Aircraft Liability:** If work involves use of an aircraft, Aircraft Liability insurance is required covering all owned and non-owned aircraft with a per occurrence limit of not less than \$1,000,000.
- f. **Watercraft Liability:** If work involves use of watercraft, Protection and Indemnity insurance is required with limits not less than \$1,000,000 per occurrence.

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.

B. Additional Insurance Provisions

1. **Acceptability of Insurers and Cancellation Notification:** Contractor shall place coverage with insurance companies rated at least A-:VIII 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.
2. **Additional insureds:** The City shall be covered as additional insured as respects liability arising out of 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 shall be endorsed upon policies where so allowed.
3. **Primary Coverage:** For any claims related to contracted services performed by the Contractor, Contractor insurance coverage shall be primary coverage as respects the City. Any issuance of self-insurance maintained by the City shall be excess of Contractor insurance and shall not contribute to it.
4. **Waiver of Subrogation:** There shall be no right of subrogation against the City by which any insurer of the consultant may acquire against the city by virtue of payment of loss under any such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
5. **Deductibles and Self-Insured Retentions:** In the event any insurance coverage required contains any self-insured retention or deductible, Contractor shall be responsible for such self-insured retention or deductible. Any such self-insured retention shall be evidenced on the applicable Certificate of Insurance.
6. **Verification of Coverage:** Before service begins Contractor shall furnish the City with Certificate(s) of Insurance on standard ACCORD insurance form(s) evidencing required insurance coverage and 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 Public Works
Airport Building Emergency Repair
PO Box 610, Unalaska
Unalaska, AK 99685

Email to: mkielmeyer@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 here under, 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 may modify these insurance requirements for any extension term due to changes in scope of work or changes in market conditions.

ATTACHMENT C

Airport Building Emergency Repair

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 Invitation to Bid Airport Building Emergency Repair ("ITB") on April 16, 2026; and

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

WHEREAS the City desires to engage Contractor to perform the Airport Building Emergency Repair 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; procuring and installing new structural steel WF beams added underneath the existing glulam beams at 19 locations: beams will attach to the HSS columns with welded shear tabs. Contractor shall be responsible for all traffic controls, maintaining safe public access, maintaining safe and clean work area, and disposal and cleanup.

2. CONTRACT TIME

The Contractor is allowed **90 calendar days** from the Effective Date to complete ALL Work as indicated in Section 1 of this Contract.

3. CONTRACT PRICE AND PAYMENT

A. City shall pay to Contractor \$_____ 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 Invitation to Bid, Insurance Requirements (Attachment B).

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. Invitation to Bid (including Attachments);
- iii. Addendum(s) No _____;
- iv. Contractor's Bid Form and Submission;
- 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 **AIRPORT BUILDING EMERGENCY REPAIR Contract**, 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 **AIRPORT BUILDING EMERGENCY REPAIR Contract** 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 D

Airport Building Emergency Repair

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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 CONTRACTORS'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.

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 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

- 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 lease 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.

ATTACHMENT E
Airport Building Emergency Repair
STRUCTURAL PLAN AND SPECIFICATIONS

01.00.00 GENERAL REQUIREMENTS

- 1. GOVERNING CODE: THE DESIGN AND CONSTRUCTION OF THIS PROJECT IS GOVERNED BY THE "INTERNATIONAL BUILDING CODE (IBC)," 2021 EDITION, HEREAFTER REFERRED TO AS THE IBC, AS ADOPTED AND MODIFIED BY THE CITY OF UNALASKA, ALASKA UNDERSTOOD TO BE THE AUTHORITY HAVING JURISDICTION (AHJ).
2. REFERENCE STANDARDS: REFER TO CHAPTER 35 OF THE 2021 IBC. WHERE OTHER STANDARDS ARE NOTED IN THE DRAWINGS, USE THE LATEST EDITION OF THE STANDARD UNLESS A SPECIFIC DATE IS INDICATED. REFERENCE TO A SPECIFIC SECTION IN A CODE DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE ENTIRE STANDARD.
3. STRUCTURAL DETAILS: THE STRUCTURAL DRAWINGS ARE INTENDED TO SHOW THE GENERAL CHARACTER AND EXTENT OF THE PROJECT AND ARE NOT INTENDED TO SHOW ALL DETAILS OF THE WORK. USE ENTIRE DETAIL SHEETS AND SPECIFIC DETAILS REFERENCED IN THE PLANS AS "TYPICAL" WHEREVER THEY APPLY. SIMILARLY, USE DETAILS ON ENTIRE SHEETS WITH "TYPICAL" IN THE NAME WHEREVER THEY APPLY.
4. COORDINATION: THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING DETAILS AND ACCURACY OF THE WORK, CONFIRMING AND CORRELATING ALL QUANTITIES AND DIMENSIONS. SELECTING FABRICATION PROCESSES, TECHNIQUES OF ASSEMBLY, AND PERFORMING WORK IN A SAFE AND SECURE MANNER.
5. MEANS, METHODS, AND SAFETY REQUIREMENTS: THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION AND ALL JOB-RELATED SAFETY STANDARDS SUCH AS OSHA AND DOSH (DEPARTMENT OF OCCUPATIONAL SAFETY AND HEALTH). THE CONTRACTOR IS RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION RELATED TO THE INTERMEDIATE STRUCTURAL CONDITIONS (I.E., MOVEMENT OF THE STRUCTURE DUE TO MOISTURE AND THERMAL EFFECTS, CONSTRUCTION SEQUENCE, TEMPORARY BRACING, ETC.).
6. TEMPORARY SHORING, BRACING: THE CONTRACTOR IS RESPONSIBLE FOR THE STRENGTH AND STABILITY OF THE STRUCTURE DURING CONSTRUCTION AND SHALL PROVIDE TEMPORARY SHORING, BRACING, AND OTHER ELEMENTS REQUIRED TO MAINTAIN STABILITY UNTIL THE STRUCTURE IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH THE WORK REQUIRED IN THE CONSTRUCTION DOCUMENTS AND THE REQUIREMENTS FOR EXECUTING IT PROPERLY.
7. NOTE PRIORITIES: PLAN AND DETAIL NOTES AND SPECIFIC LOADING DATA PROVIDED ON INDIVIDUAL PLANS AND DETAIL DRAWINGS SUPPLEMENTS INFORMATION IN THESE GENERAL NOTES.
8. SITE VERIFICATION: THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE SITE. CONFLICTS BETWEEN THE DRAWINGS AND ACTUAL SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THE WORK.

01.10.00 DESIGN CRITERIA AND LOADS

- 1. OCCUPANCY: RISK CATEGORY OF BUILDING PER IBC TABLE 1604.5 II
2. SNOW LOAD: FLAT ROOF SNOW LOAD, P1 45.4 PSF
SNOW LOAD IMPORTANCE FACTOR, Is 1.00
GROUND SNOW LOAD, P2 60 PSF
SNOW EXPOSURE FACTOR, Ce 0.9
THERMAL FACTOR, Ct 1.2
3. DESIGN LIVE LOADS: AREA LIVE LOADS
ROOFS 20 PSF (REDUCIBLE) OR 300 LB [NOTE 5.1].
3.1. UNLESS NOTED OTHERWISE, POINT LOADS ARE TO BE DISTRIBUTED OVER A 2'-1/2"x2'-1/2" AREA AND LOCATED TO PRODUCE MAXIMUM LOAD EFFECTS ON STRUCTURAL MEMBERS.

01.40.00 INSPECTIONS, QUALITY ASSURANCE, AND TEST REQUIREMENTS

- 1. SPECIAL INSPECTIONS, VERIFICATIONS, AND TESTS: SPECIAL INSPECTIONS, VERIFICATIONS, AND TESTING SHALL BE DONE IN ACCORDANCE WITH IBC CHAPTER 17, THE STATEMENT AND SCHEDULES OF SPECIAL INSPECTIONS LISTED IN THESE DRAWINGS, AND THE AHJ STATEMENT OF SPECIAL INSPECTION AND/OR STATEMENT OF STRUCTURAL OBSERVATIONS.
2. STRUCTURAL OBSERVATION: 2.1. STRUCTURAL OBSERVATION FOR THIS PROJECT IS NOT REQUIRED PER IBC SECTION 1704.6.
3. CONTRACTOR RESPONSIBILITY: PRIOR TO ISSUANCE OF THE BUILDING PERMIT, THE CONTRACTOR IS REQUIRED TO PROVIDE THE AHJ A SIGNED, WRITTEN ACKNOWLEDGEMENT OF THE CONTRACTOR'S RESPONSIBILITIES ASSOCIATED WITH THE STATEMENT OF SPECIAL INSPECTIONS, PREVIOUSLY REFERENCED, ADDRESSING THE REQUIREMENTS LISTED IN IBC SECTION 1704.4.

05.12.00 STRUCTURAL STEEL

- 1. REFERENCE STANDARDS: CONFORM TO: 1.1. IBC CHAPTER 22 "STEEL" 1.2. ANSIAISC 303 "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES" 1.3. AISC "MANUAL OF STEEL CONSTRUCTION" 1.4. ANSIAISC 360 "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" 1.5. AWS D1.1 "STRUCTURAL WELDING CODE - STEEL"
2. MATERIALS: STRUCTURAL STEEL MATERIALS SHALL CONFORM TO MATERIALS AND REQUIREMENTS LISTED IN AISC 360 SECTION A3 INCLUDING, BUT NOT LIMITED TO: SHAPE TYPE ASTM A992, Fy = 50 KSI WIDE FLANGE (W) SHAPES ASTM A36, Fy = 36 KSI PLATE (PL) ASTM A307 BOLTS TYP
3. FABRICATION: 3.1. CONFORM TO AISC 360 SECTION M2 AND AISC 303 SECTION 6.
4. WELDING: 4.1. WELDING SHALL CONFORM TO AWS D1.1 WITH PREQUALIFIED WELDING PROCESSES EXCEPT AS MODIFIED BY AISC 360 SECTION J2 WELDERS SHALL BE QUALIFIED IN ACCORDANCE WITH AWS D1.1 REQUIREMENTS. 4.2. USE 70 KSI STRENGTH, LOW-HYDROGEN TYPE ELECTRODES (E7018) OR E71T AS APPROPRIATE FOR THE PROCESS SELECTED.
5. ERECTION: 5.1. CONFORM TO AISC 360 SECTION M4 AND AISC 303 SECTION 7. 5.2. CONFORM TO AISC 360 CHAPTER N AND AISC 303 SECTION 8. 5.2.1. THE ERECTOR SHALL MAINTAIN DETAILED ERECTION QC PROCEDURES THAT ENSURE THAT THE WORK IS PERFORMED IN ACCORDANCE WITH THESE REQUIREMENTS AND THE CONTRACT DOCUMENTS. 5.3. STEEL WORK SHALL BE CARRIED UP TRUE AND PLUMB WITHIN THE LIMITS DEFINED IN AISC 303 SECTION 7.13. 5.4. THE CONTRACTOR SHALL PROVIDE TEMPORARY BRACING AND SAFETY PROTECTION REQUIRED BY AISC 360 SECTION M4.2 AND AISC 303 SECTIONS 7.10 AND 7.11.

6. PROTECTIVE COATING REQUIREMENTS:

- 6.1. SHOP PAINTING: CONFORM TO AISC 360 SECTION M3 AND AISC 303 SECTION 6.5.
6.2. EXTERIOR STEEL: EXPOSED EXTERIOR STEEL SHALL BE PROTECTED BY EITHER: 6.2.1. PAINT WITH AN EXTERIOR MULTI-COAT SYSTEM. FIELD TOUCH-UP PAINTING SHALL BE TO MATCH TOPCOAT. 6.2.2. GALVANIZING: UNLESS PROTECTED WITH A PAINT SYSTEM, EXPOSED STEEL (OUTSIDE THE BUILDING ENVELOPE) SHALL BE HOT-DIPPED GALVANIZED.

50.00.00 SPECIAL INSPECTIONS

- 1. THE FOLLOWING STATEMENT AND SCHEDULES OF INSPECTIONS ARE THOSE SPECIAL INSPECTIONS AND TESTS THAT SHALL BE PERFORMED FOR THIS PROJECT. SPECIAL INSPECTORS SHALL REFERENCE THESE PLANS AND IBC CHAPTER 17 FOR ALL SPECIAL INSPECTION REQUIREMENTS. THE OWNER SHALL RETAIN AN "APPROVED AGENCY" PER IBC SECTION 1703 TO PROVIDE SPECIAL INSPECTIONS FOR THIS PROJECT. SPECIAL INSPECTORS SHALL BE QUALIFIED PERSONS PER IBC SECTION 1704.2.4. SPECIAL INSPECTION REPORTS SHALL BE PROVIDED ON A WEEKLY BASIS. SUBMIT COPIES OF ALL INSPECTION REPORTS TO THE ARCHITECT/ENGINEER AND THE AUTHORITY HAVING JURISDICTION FOR REVIEW. IN ADDITION TO SPECIAL INSPECTION REPORTS AND TESTS, SUBMIT REPORTS AND CERTIFICATES NOTED IN IBC SECTION 1704.5 TO THE AUTHORITY HAVING JURISDICTION. FINAL SPECIAL INSPECTION REPORTS WILL BE REQUIRED BY EACH SPECIAL INSPECTION FIRM PER IBC SECTION 1704.2.4.
2. STATEMENT OF SPECIAL INSPECTIONS: 2.1. THIS STATEMENT OF SPECIAL INSPECTIONS HAS BEEN WRITTEN WITH THE UNDERSTANDING THAT THE BUILDING OFFICIAL WILL: 2.1.1. REVIEW AND APPROVE THE QUALIFICATIONS OF THE SPECIAL INSPECTOR. 2.1.2. MONITOR THE SPECIAL INSPECTION ACTIVITY ON THE PROJECT SITE TO ENSURE THAT SPECIAL INSPECTORS ARE QUALIFIED AND PERFORMING THEIR DUTY AS STATED WITHIN THIS STATEMENT. 2.1.3. REVIEW ALL SPECIAL INSPECTION REPORTS SUBMITTED TO THEM BY THE SPECIAL INSPECTOR. 2.1.4. PERFORM INSPECTIONS AS REQUIRED BY IBC SECTION 110.3. 2.2. THE FOLLOWING SPECIAL INSPECTIONS ARE APPLICABLE TO THIS PROJECT: SPECIAL INSPECTIONS FOR STANDARD BUILDINGS (PER IBC SECTION 1705.1) REQUIRED SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE (PER IBC SECTION 1705.13) NOT REQUIRED TESTING FOR SEISMIC RESISTANCE (PER IBC SECTION 1705.14) NOT REQUIRED SPECIAL INSPECTIONS FOR WIND RESISTANCE (PER IBC SECTION 1705.12) NOT REQUIRED

- 3. STRUCTURAL STEEL: PER IBC SECTION 1705.2.1 3.1. A QUALIFIED SPECIAL INSPECTOR OF AN "APPROVED AGENCY" PROVIDING QUALITY ASSURANCE (QA) SPECIAL INSPECTIONS FOR THE PROJECT SHALL REVIEW AND CONFIRM THE FABRICATOR AND ERECTOR'S QUALITY CONTROL (QC) PROCEDURES FOR COMPLETENESS AND ADEQUACY RELATIVE TO AISC 360 CHAPTER N, AISC 303, AWS D1.1, AND 2021 IBC CODE REQUIREMENTS FOR THE FABRICATOR'S SCOPE OF WORK. 3.2. REQUIREMENTS: 3.2.1. QA AGENCY PROVIDING SPECIAL INSPECTIONS SHALL PROVIDE PERSONNEL MEETING THE MINIMUM QUALIFICATION REQUIREMENTS FOR INSPECTION AND NONDESTRUCTIVE TESTING (NDT) PER AISC 360 SECTION N4. 3.2.1.1. QC AGENCY SHALL SUBMIT QUALIFICATION DOCUMENTS PER AISC 341 SECTION J2 ON PROJECTS SUBJECT TO SPECIAL INSPECTIONS ON SEISMIC FORCE RESISTING SYSTEMS WITH R > 3. 3.2.1.2. NDT PERSONNEL SHALL BE QUALIFIED PER AISC 341 SECTION J4. 3.2.1.3. PROVIDE QC AND QA INSPECTIONS PER AISC 341 SECTION J5 THROUGH J10 AS APPLICABLE. 3.2.2. VERIFY FABRICATOR AND ERECTOR QC PROGRAM PER AISC 360 SECTION N2. 3.2.3. ADDITIONAL INSPECTION TASKS PER AISC 360 SECTION N5.8. 3.2.4. INSPECTION FOR COMPOSITE CONSTRUCTION SHALL BE DONE PER AISC 360 SECTION N6. 3.3. PREFABRICATED CONSTRUCTION: ALL PREFABRICATED CONSTRUCTION SHALL CONFORM TO IBC SECTION 1703.

Table with 5 columns: NO., SPECIAL INSPECTION, QC, QA, REFERENC E STANDARD. Includes inspection tasks prior to welding and check welding equipment.

Table with 4 columns: NO., DESCRIPTION, O, O, AISC 360 TABLE N5.4-2. Includes inspection tasks during welding like use of qualified welders, control and handling of welding consumables, environmental conditions, and welding techniques.

Table with 4 columns: NO., DESCRIPTION, O, O, AISC 360 TABLE N5.4-3. Includes inspection tasks after welding like welds cleaned, size, length, and locations of welds, welds meet visual acceptance criteria, and arc strikes.

- 4.1.1. (O) - OBSERVE THESE ITEMS ON A RANDOM BASIS. OPERATIONS NEED NOT BE DELAYED PENDING THESE INSPECTIONS
4.1.2. (P) - PERFORM THESE TASKS FOR EACH WELDED JOINT OR MEMBER, EACH BOLTED CONNECTION, OR EACH STEEL ELEMENT

STRUCTURAL SHEET LIST table with columns: SHEET NUMBER, SHEET TITLE. Lists sheets S0.1 (General Notes, Legend and Abbreviations), S1.1 (Roof Framing Plan), and S2.1 (Details).

DRAWING LEGEND table with columns: MARK, DESCRIPTION, MARK, DESCRIPTION. Lists symbols for F2.0 (Footings), P1 (Pile Cap), 2W4 (Shear Wall), RFI (Revision Triangle), SR (Studs), C1 (Column Size), T/FTG = X'-X" (Elevation Symbol), 3 (Stud Bubble), XX/SXXX (Details), 00/S0.0 (Details in Plan View), XX/SXXX (Concrete Walls), Structural Extent Symbols, and Opening Symbols.

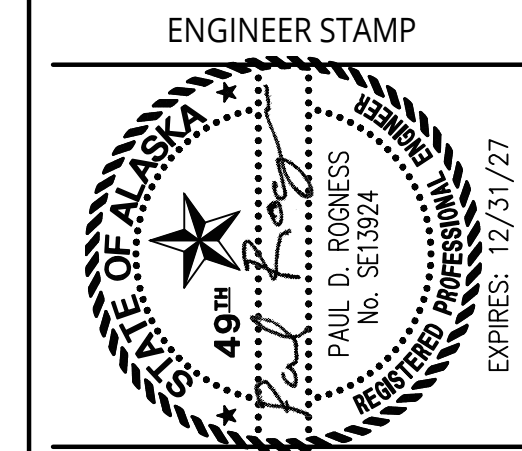
ABBREVIATIONS table with columns: L, AB, ADH, AL, ARCH, B or BOT, B/, BF, BLDG, BLKG, BMU, BP, BRBF, BTWN, BRG, C, CB, C'BORE, CL or CL, CLT, CIP, CFS, CJ, CJP, CLR, CLG, CMU, COL, CONC, CONN, CONST, CONT, C'SINK, CTRD, DIA, DIAG, DB, DBA, DBL, DEMO, DEV, DF, DIST, DL, DN, DO, DP, DWG, (E), EA, EF, EL, ELEC, ELEV, EMBED, EQ, EQUIP, EW, EXP, EXP JT, EXT. Lists abbreviations for various construction elements and materials.

ENGINEER STAMP for DCDI ENGINEERS, INC. 341 W Tudor, Suite 105, Anchorage, Alaska 99503. Includes registration information for Paul D. Rogness, No. SE13924, and expiration date 12/31/27.

DUTCH HARBOR AIRPORT TEMPORARY REPAIRS DUTCH HARBOR, ALASKA

ISSUES AND REVISIONS table with columns: NO, DATE, DESCRIPTION. Includes Project No.: 25101-0130, Proj. Manager: PR, Drawn: JS, Reviewed: PR, Dwg. Check: MR, Date: 2.13.2026, Scale: AS NOTED, SHEET TITLE: STRUCTURAL - GENERAL NOTES, LEGEND AND ABBREVIATIONS, SHEET NUMBER: S0.1

FOR PERMIT The Contractor shall ensure that all drawings for construction are in accordance with the authority having jurisdiction and DCI Engineers.



**DUTCH HARBOR AIRPORT
 TEMPORARY REPAIRS**
 DUTCH HARBOR, ALASKA

ISSUES AND REVISIONS

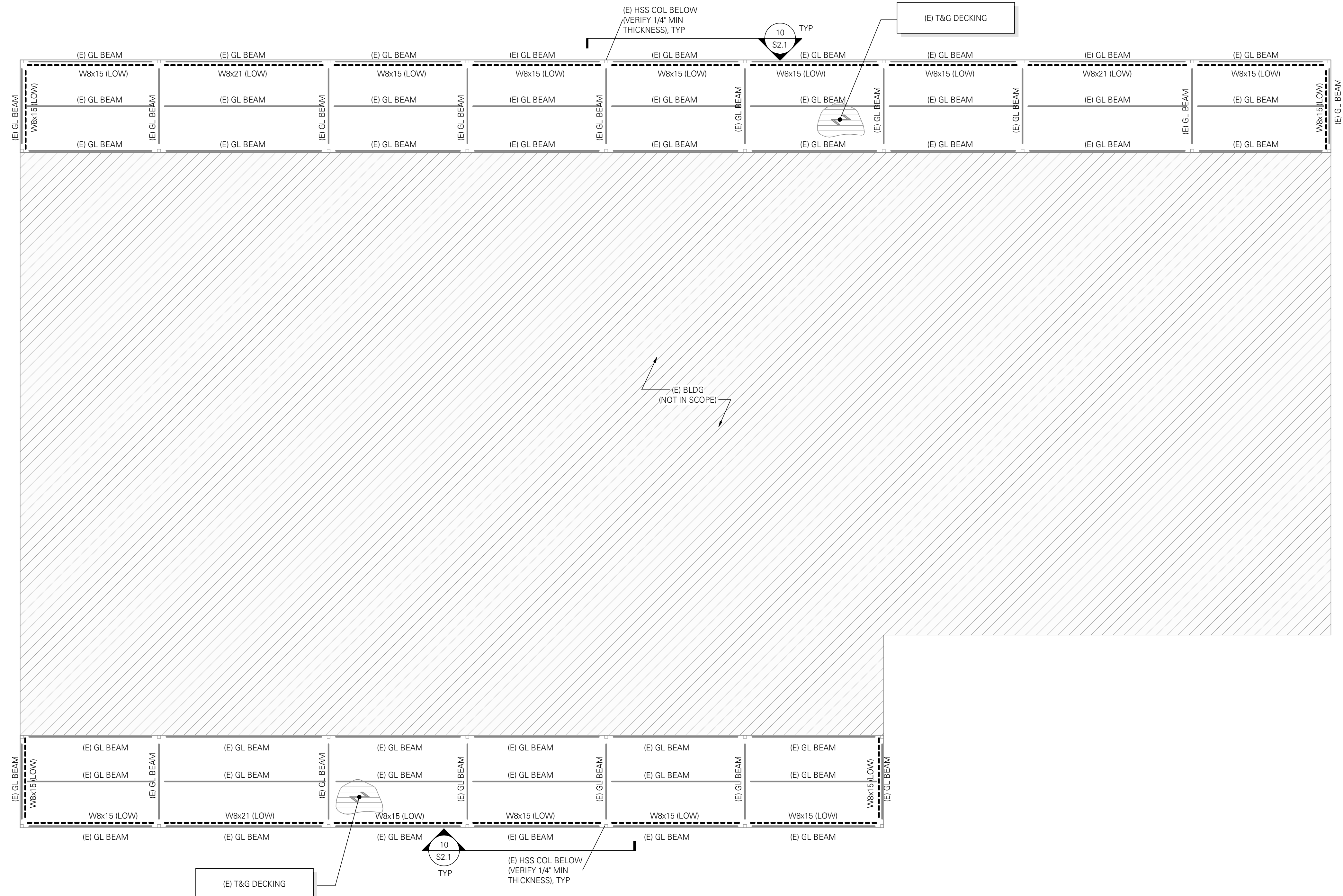
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Proj. Manager:	PR
Drawn:	JS
Reviewed:	PR
Dwg. Check:	MR
Date:	2.13.2026
Scale:	AS NOTED

SHEET TITLE
**STRUCTURAL - ROOF
 FRAMING PLAN**

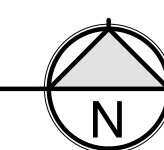
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S1.1



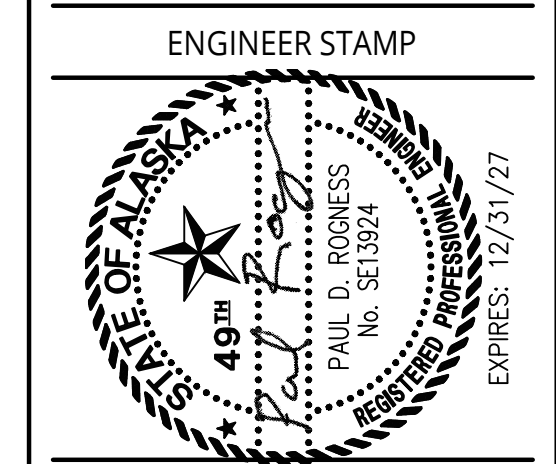
- ROOF FRAMING PLAN NOTES:**
- STRUCTURAL GENERAL NOTES, DESIGN CRITERIA, ABBREVIATIONS, AND LEGEND PER S0.1.
 - VERIFY ALL DIMENSIONS AND ELEVATIONS IN FIELD.
 - ALL STEEL SHALL BE HOT-DIPPED GALVANIZED OR PROTECTED BY PAINT WITH AN EXTERIOR MULTI-COAT SYSTEM.

ROOF FRAMING PLAN
 SCALE: 1/8" = 1'-0"



FOR PERMIT
 The Contractor shall obtain all necessary permits for construction until Contractor receives written approval for use in construction by the authority having jurisdiction and DCI Engineers.

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**DUTCH HARBOR AIRPORT
 TEMPORARY REPAIRS**

DUTCH HARBOR, ALASKA

ISSUES AND REVISIONS

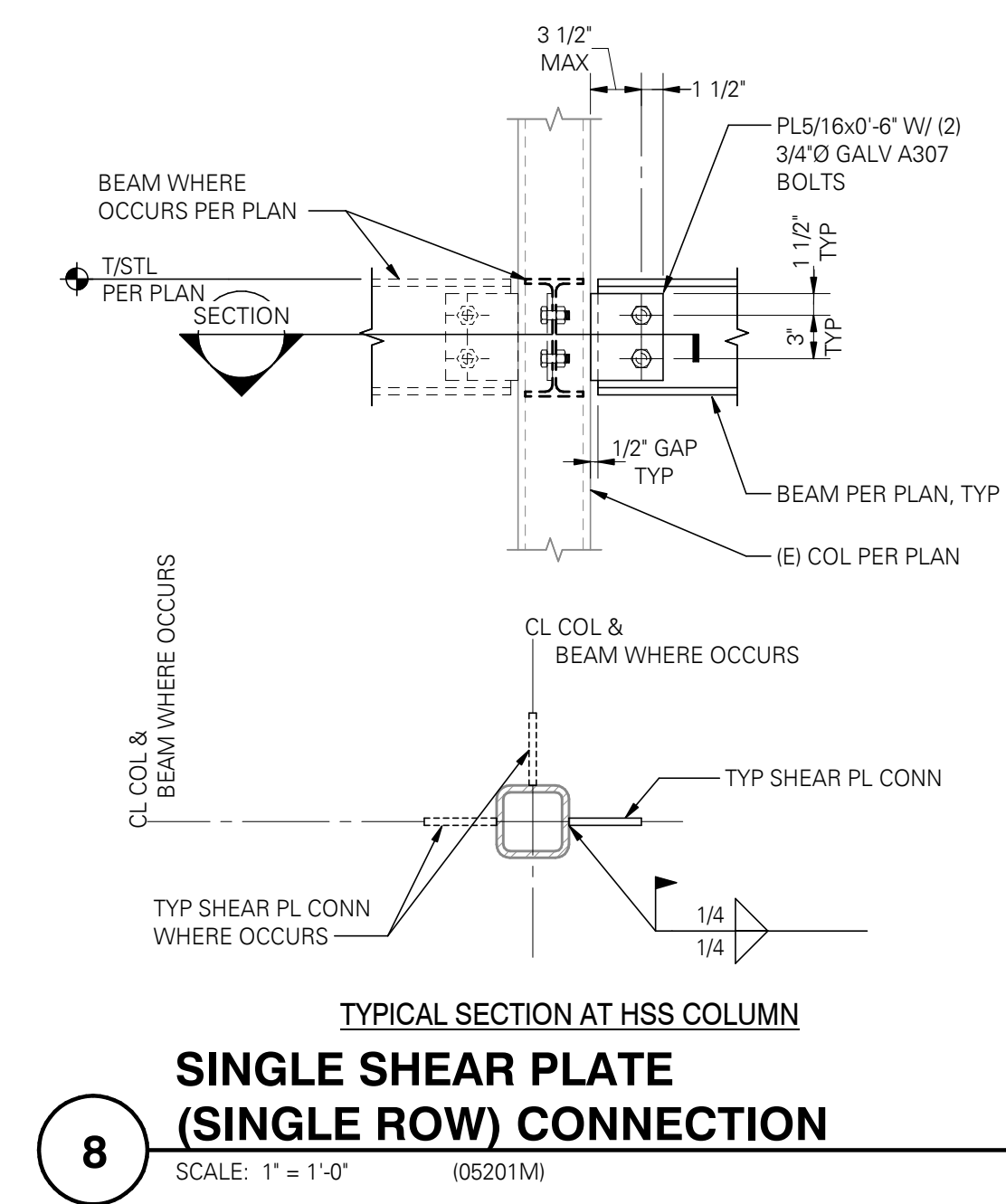
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 Drawn: JS
 Reviewed: PR
 Dwg. Check: MR
 Date: 2.13.2026
 Scale: AS NOTED

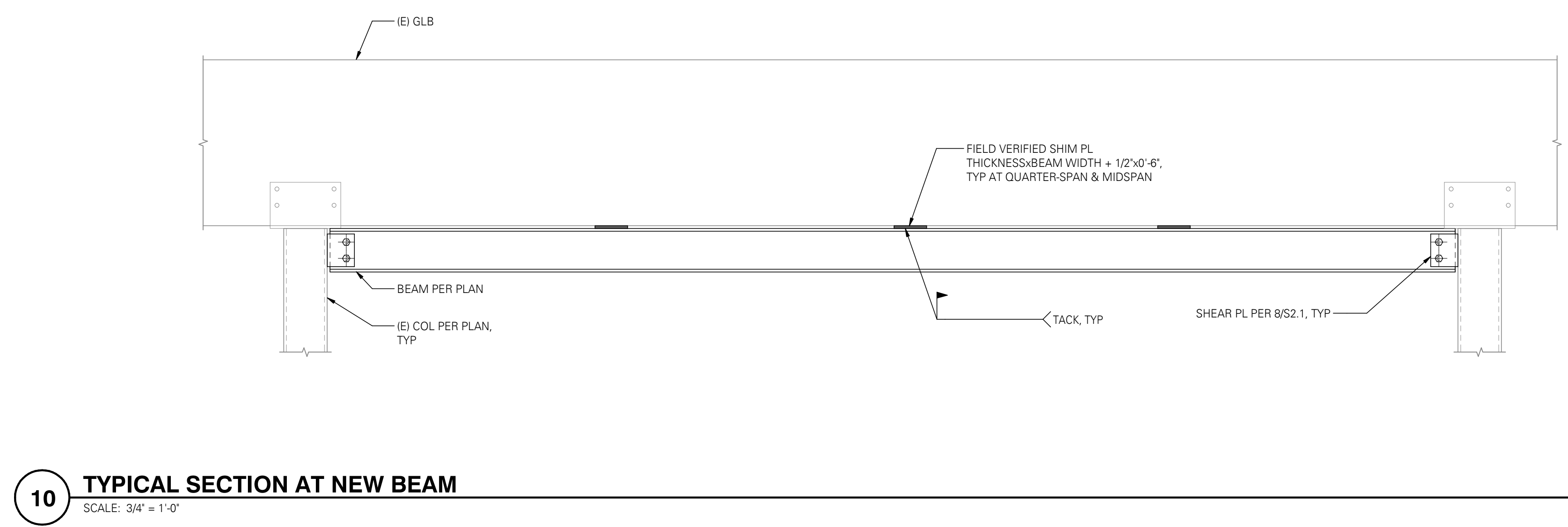
SHEET TITLE
STRUCTURAL - DETAILS

SHEET NUMBER

S2.1



8
 SCALE: 1" = 1'-0" (05201M)



10
 SCALE: 3/4" = 1'-0"

FOR PERMIT
 The Contractor shall check drawings for construction until Contractor receives written approval for use in construction by the authority having jurisdiction and DCI Engineers.

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