



Invitation to Bid

FY25-FY27 Annual Exterior Facility Painting Services

Issue Date: February 18, 2025

Proposal Due Date: March 20, 2025

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

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I. GENERAL:

The City of Unalaska requests sealed bids for an FY25-FY27 Annual Facility Painting Contract. The initial contract shall be for 2025 Scope of Services. The City shall have the option to add the 2026 Scope of Services. The contract shall be modified to include the 2027 Scope of Services if the parties mutually agree.

Sealed bids will be addressed to the City of Unalaska and will be received at the following location:

City of Unalaska
Department of Public Works
Marc Kielmeyer, Project Manager
P.O. Box 610
Unalaska, AK 99685
Phone 907-581-1260
mkielmeyer@ci.unalaska.ak.us

Sealed Bids will be received until **2:00 p.m., local time on March 20, 2025**. 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.ci.unalaska.ak.us/rfps>, for no charge.

Questions regarding this ITB should be directed to: Marc Kielmeyer, Project Manager, via email to mkielmeyer@ci.unalaska.ak.us.

Each Bid must be submitted by **March 20, 2025 at 2:00pm** and accompanied by submittal information as prescribed in the Instruction to Bidders. The successful Bidder will be required to furnish the necessary bonds for the faithful performance of the Contract, as prescribed in the Bidding Documents. Please note that the payment and performance bonds required for the contract shall be in an amount equal to 50% of the Contract Sum.

A pre-bid conference will be held on **Friday, March 7, 2025 at 2:00 p.m.** at the City of Unalaska Department of Public Works. The pre-bid conference can be attended telephonically via MS Teams. Please contact Marc Kielmeyer, Project Manager at Mkielmeyer@ci.unalaska.ak.us for an invitation.

The successful Bidder shall hold such Bidders and Business Licenses as required by State Statutes and City of Unalaska Municipal Code 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 City of Unalaska Department of Public Works is soliciting bids from qualified contractors to provide painting services for the City of Unalaska's facilities located in Unalaska, AK. The Department of Public Works maintains a painting schedule for its facilities. Currently (11) facilities need exterior painting services. These facilities range in size, from large public centers, housing units and utility service stations. Attachments H, I, and J have been provided with photos of each location.

The purpose of this ITB is to assess all bids and select a contractor to deliver the painting services meeting specification, schedules and quality assurance as outlined in this ITB. Owing to the City's budgeting process, the work is divided into three phases or scopes of services: 2025 Work, 2026 Work and 2027 Work. The initial contract shall be for the 2025 Work only, with the City having the option of the 2026 Work performed for the amount bid by the selected contractor. If the City elects to have the 2026 Work performed by the selected contractor, it shall give written notice not later than December 31, 2025. If the City elects to have the 2027 Work performed by the selected contractor, it shall give written notice not later than December 31, 2026 and, if the contractor desires to perform the work, the City and contractor shall negotiate in good faith any adjustments to the 2027 Work or to the contractor's bid for the 2027 Work.

III. SCOPE OF SERVICES

Overview

This ITB encompasses the exterior painting of all facilities. For all facilities, the required work includes:

- a. Preparation of all surfaces including: sanding, cleaning, scraping caulking and masking of non-painted surfaces.
- b. Procurement of exterior paint to match existing scheme, paint includes primer base.
- c. Product application per manufacture recommendations (two coats).
- d. Removal of all debris and thorough clean-up.

All work must be performed in accordance with the Technical Specifications.

2025 Work

1. Henry Swanson House, 149 West Broadway Avenue
2. 8-Plex Housing, 18 Ptarmigan Road
3. Power Substation, 176 Airport Beach Road

2026 Work (At City's Option)

4. Unalaska High School & Wood Shop, 55 East Broadway Avenue
5. Aquatics Center, 55 East Broadway
6. Agnes Beach Building, 411 Airport Beach Road

2027 Work (By City & Contractor's Mutual Agreement)

7. Museum of the Aleutians, 314 Salmon Way
8. Burma Road Chapel, 28 East Broadway Avenue
9. 4-Plex Housing, 63 Loop Road
10. Pump Control House, 1057 East Broadway Avenue
11. Carl E. Moses Harbor Waste Oil Building, 562 Henry Swanson Drive

See Attachments G, H, I and J for specifications and details of the Work.

Additional Work – Time & Materials

The City may request that the Contractor perform additional work of a similar character beyond the scope of services set forth above. If Contractor accepts the additional work, it shall be furnished on a time and materials basis at the rates bid unless the parties agree to a lump sum amount for any additional work.

IV. SCHEDULE

This ITB covers services for facilities in need of painting services between January 2025 through July of 2027.

- 2025 Work must be completed no later than October 31, 2025
- 2026 Work must be completed no later than October 31, 2026
- 2027 Work must be completed no later than July 1, 2027

Additional facilities or work may be added by addendum with agreement between the selected contractor and the City of Unalaska.

V. QUALIFICATIONS EXPERIENCE AND REFERENCES

Interested companies are required to submit a completed Bid with the following information which shall be used to determine if Bidders are qualified to bid on the contract. Please see Attachment A.

COMPANY PROFILE: Provide an overview of your company, including years of experience, certifications, and any affiliations. Location of the home office and scope of services offered.

STAFF QUALIFICATIONS: Qualifications and training of your operations and staff.

NARRATIVE: Briefly describe the methodology you would use to provide the services needed.

REFERENCES: Include references from previous or current customers, preferably customers with similar needs. The City may determine that a Bidder lacking favorable references is not qualified.

EQUIPMENT: List of types of equipment and vehicles available for providing services. The City shall determine that a Bidder is not qualified if the Bidder does not identify vehicles and equipment necessary for safe and satisfactory delivery of Service.

VI. PRODUCT BID & PRICING

Bidders shall provide:

- a. A fixed, lump sum bid for the 2025 Work;
- b. A fixed, lump sum bid for the 2026 Work;
- c. A lump sum bid for the 2027 Work. However, if the City and selected contractor elect to proceed with the 2027 Work, the parties shall negotiate in good faith any adjustments to the 2027 lump sum bid to account for changes in labor, materials, and other costs between the bid due date and January 2027;

and for additional painting and related work not included in the 2025 Work, the 2026 Work or 2027 Work that may be requested to be performed on a time and materials basis:

- d. A per hour labor rate;
- e. Per diem and lodging per day per worker; and
- f. Markup, expressed as a percentage, for materials and freight.

The submission of a Bid will constitute an incontrovertible representation by Bidder:

1. That Bidder has complied with every requirement of this Invitation to Bid;
2. That, without exception, the Bid is premised upon performing and furnishing the material required by the Bidding Documents;
3. 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;
4. And that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

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 mailed or delivered to all parties recorded by the Issuing Office as having

received the Bidding Documents. Questions received less than 6 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. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City of Unalaska.

VII. AUTHORIZED SIGNATURE:

Bid forms must be signed by an individual authorized to bind the bidder. Bids shall remain valid for at least thirty (30) days from the bid receipt deadline.

VIII. SUBMITAL AND REQUIREMENTS:

Sealed bids clearly marked "FY25-FY27 Annual Exterior Facility Painting Services" can be submitted no later than **March 20, 2025, 2 p.m.** local time to:

City of Unalaska
Department of Public Works
Marc Kielmeyer, Project Manager
P.O. Box 610
Unalaska, AK 99685
Phone 907-581-1260
mkielmeyer@ci.unalaska.ak.us

Bids must be submitted via email. 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 or delay or interruption of facsimile transmissions. 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.**

All questions or inquiries should be directed to:

Marc Kielmeyer, Project Manager
City of Unalaska
P.O. Box 610
Unalaska, AK 99685
mkielmeyer@ci.unalaska.ak.us

An electronic copy of the ITB documents may be obtained from the City of Unalaska website: <http://www.ci.unalaska.ak.us/rfps>, for no charge.

A pre-bid conference will be held on **Friday, March 7, 2025 at 2:00 p.m.** at the City of Unalaska Department of Public Works. The pre-bid conference can be attended telephonically via MS Teams. Please contact Marc Kielmeyer, Project Manager at Mkielmeyer@ci.unalaska.ak.us for an invitation.

The successful Bidder shall hold such Bidders and Business Licenses as required by State Statutes and City of Unalaska Municipal Code Section 9.30.010. 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.

A contract, if any, shall be awarded based upon the lowest responsive bid from a responsible Bidder.

IX. 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 proposals.

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 Owner. 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).
- 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(s) exceeds the funds then estimated by the City as available, the City may reject all Bids, reduce quantities, 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.

- F. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 60 days after the opening of Bids.
- G. The Low Bidder will be determined based on the total amount bid for the 2025 Work, the 2026 Work and the 2027 Work combined. However, the City may reject any bid for which the amounts bid for the 2027 Work and/or time and materials items are unbalanced.

2. Signing of Agreement.

When the City gives a Notice of Award to the successful Bidder(s), it will be accompanied by the required number of unsigned counterparts of the Agreement, with all other written Contract Documents attached. Bidder agrees the form of that Agreement will be substantially the same as Attachment C. Within 10 days thereafter, Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to the City with the required Bonds, Attachments D and E. Thereafter, the City shall deliver one fully signed counterpart to Bidder.

3. Insurance.

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

4. Acceptance of ITB

Bidder has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the ITB and Attachments thereto 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.

X. BID FORM

BID

ITEM NO.	UNIT	DESCRIPTION (Write Unit Bid Price in Words)	Bid
1	Lump Sum	2025 Scope – Henry Swanson House, 8-Plex, Power Substation _____per lump sum	\$ _____
2	Lump Sum	2026 Scope – Unalaska High School & Wood Shop, Aquatics Center, Agnes Beach Building _____per lump sum	\$ _____
3	Lump Sum	2027 Scope – Museum of the Aleutians, Burma Road Chapel, 4-Plex, Pump Control House, Carl E. Moses Harbor Waste Oil Building _____per lump sum	\$ _____
4	Hour	Labor _____per man hour	\$ _____/hr
5	\$/day	Per Diem and Lodging per Day per Worker _____per man day	\$ _____/man-day
6	Markup	Materials Markup _____percent over cost	Cost + _____%

TOTAL BID FOR ITEM NO. 1, ITEM NO. 2, AND ITEM NO. 3: \$ _____

Bidding Company:

Name (Printed):

Signature:

Date:

Contractors License No.

Business License No.

ATTACHMENT A

FY25-FY27 Annual Exterior Facility Painting Services

PROFESSIONAL QUALIFICATIONS

1. **COMPANY PROFILE:** Provide an overview of your company, including years of experience, certifications, and any affiliations. Include location of the home office and scope of services offered.

2. **STAFF QUALIFICATIONS:** Qualifications and training of your operations and staff.

3. **NARRATIVE:** Briefly describe the methodology you would use to provide the services needed.

ATTACHMENT B

FY25-FY27 Annual Exterior Facility Painting Services

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 contracted services provided by Contractor, its employees, agents or representatives.

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

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

2. **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.

3. **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

4. Additional coverage may be required in the contract depending on the final scope of work and activity in the contract. (Excess Liability, Environmental, Drone coverage, etc.)

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 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 to the City of Unalaska.

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

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

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

5. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, or Contractor shall be required to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense.

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

Certificates of Insurance shall be prepared and emailed to:

Certificate Holder: City of Unalaska, Dept. of Public Works
PO Box 610, Unalaska
Unalaska, AK 99685

Email: mkielmeyer@ci.unalaska.ak.us and risk@ci.unalaska.ak.us

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

7. Sub-Contractor's Coverage: If the Contractor employs Subcontractors to perform any work hereunder, the Contractor agrees to require such Subcontractors 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 Subcontractors of any tier. It is further agreed, that upon request by the City, the Contractor will provide copies of any and all Subcontractor certificates of insurance and endorsements for review of compliance.

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

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

ATTACHMENT C

FY25-FY27 Annual Exterior Facility Painting Services

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ 2025, by and between the City of Unalaska (hereinafter called OWNER) and

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK consists of the following:

- a. Agreement
- b. Invitation to Bid
- c. Bid Form
- d. Performance Bond
- e. Payment Bond
- f. Insurance Requirements
- g. General Conditions
- h. Addenda numbers ____ to _____, inclusive.
- i. Change Orders which may be delivered or issued after Effective Date of the Agreement and not attached hereto.
- j. Drawings
- k. Specifications

Article 2. THE WORK

2.1 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work will include, but not be limited to, furnishing all plant, labor, tools, equipment, and materials and performing all operations in connection with exterior painting of identified City facilities. The Work is divided into three annual phases, the 2025 Work, the 2026 Work, and the 2027 Work.

2.2 2025 Work. CONTRACTOR shall perform the 2025 Work, for the Bid Amount for the 2025 Work, in accordance with the Contract documents.

2.3 2026 Work. CONTRACTOR shall perform the 2026 Work, for the Bid Amount for the 2026 Work, if OWNER gives notice to CONTRACTOR Notice to Proceed with the 2026 Work on or before December 31, 2025.

2.4 2027 Work. If OWNER gives notice to CONTRACTOR, no later than December 31, 2026, that OWNER desires for CONTRACTOR to perform the 2027 Work, the parties shall in good faith negotiate a lump sum amount for performance of the 2027 Work. The sum for the 2027 Work shall be based on

Contractor's 2027 Work lump sum bid, with reasonable, agreed upon adjustment to that amount to account for changes in labor, materials, and other costs between the bid due date and January 2027.

Article 3. CONTRACT TIMES & LIQUIDATED DAMAGES

3.1 *Contract Times.* The CONTRACTOR shall complete the 2025 Work no later than October 31, 2025. If the OWNER exercises the option for the 2026 Work, the CONTRACTOR shall complete the 2026 Work no later than October 31, 2026. If OWNER and CONTRACTOR agree to CONTRACTOR performing the 2027 Work, the CONTRACTOR shall complete the 2026 Work no later than July 31, 2027.

3.2 *Liquidated Damages.* The OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the work is not completed within the times specified above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. These types of losses are difficult to quantify. They also recognize the delays, expense, and difficulties involved in proving in a judicial or arbitration proceeding the actual loss suffered by the OWNER if the work is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the OWNER One Hundred Dollars (\$250.00) for each day that expires after the time specified above for completion and readiness for final payment.

Article 4. CONTRACT PRICE

4.1 *Contract Sum.* The Contract Sum is \$ _____, the total amount for the 2025 Work, the 2026 Work, and 2027 Work. OWNER and CONTRACTOR agree that the Contract Sum shall be adjusted downward in the event that OWNER does not proceed with the 2026 or 2027 Work, in addition to other adjustments to the Contract Sum in accordance with the Contract Documents.

4.2 *2025 Work.* The OWNER shall pay CONTRACTOR for completion of the work for 2025 Work, in accordance with the Contract Documents, \$_____.

4.3 *2026 Work.* The OWNER shall pay CONTRACTOR for completion of the work for 2026 Work, in accordance with the Contract Documents, \$_____.

4.4 *2027 Work.* The OWNER shall pay CONTRACTOR for completion of the work for 2026 Work, in accordance with the Contract Documents, \$_____.

Article 5. PAYMENT PROCEDURES

5.1 *Applications.* CONTRACTOR shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Applications for Payment will be processed by the OWNER as provided in the General Conditions.

5.2 *Progress Payments.* The OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about a day of the month mutually agreeable to the OWNER and CONTRACTOR as agreed to at the preconstruction conference. All progress payments will be on the basis of the progress of the work measured by the actual installed quantity of items, plus allowances for stockpiled materials. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of

payments previously made and less such amounts as the OWNER shall determine, or the OWNER may withhold, in accordance with Article 13 (paragraph 13.8) of the General Conditions.

- a. Ninety percent of work completed.
- b. Once the 2025 Work, and if applicable the 2026 Work is complete as determined by the OWNER, and if the character and progress of the work have been satisfactory to the OWNER, the OWNER, may determine that any retainage for the 2025 Work and 2026 Work, as applicable, may be paid to CONTRACTOR and make Final Payment as to amounts for the respective Work.

5.3 *Interest on Retainage.* Retainage shall bear interest at the rate required by AS 36.90.250, if applicable.

5.4 *Final Payment.* Upon final completion and acceptance of the work in accordance with the General Conditions; Affidavit of Payment of Debts and Claims; ADOL Release; Affidavit of Release of Liens; and Receipt of Consent of Surety Company to Final Payment, the OWNER shall pay the remainder of the Contract Price as provided in said Article 13.4.2.1 Deductions. The City may deduct from the amount of any payment made to Contractor any sums owed to City by Contractor including, but not limited to, past due sales tax, port and harbor fees, property tax, or rent. Before making any such deduction the City shall have provided Contractor written notice of the amount claimed by City to be due and owing from Contractor.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce the OWNER to enter into this agreement, CONTRACTOR makes the following representations:

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

Article 8. BONDS AND INSURANCE.

8.1 *Payment & Performance Bonds.* A Performance Bond and a Labor and Material Payment Bond in an amount equal to fifty percent (50%) of the Contract Sum shall be furnished by Contractor in accordance with Article 5 of the General Conditions.

8.2 *Insurance.* Attachment B, Insurance Requirements, is incorporated herein by reference. CONTRACTOR shall procure and maintain all coverages required thereby and shall furnish OWNER with all certificates and other documents required.

Article 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and

specifically, but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, The OWNER and CONTRACTOR have signed all counterparts of this Agreement. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2025.

CITY OF UNALASKA

CONTRACTOR

By: _____
Bil Homka, City Manager

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____
City Clerk

Attest _____

ATTACHMENT D

FY25-FY27 Annual Exterior Facility Painting Services

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

City of Unalaska
(Name of Owner)

PO Box 610, Unalaska, Alaska 99685
(Address of Owner)

as Obligee, hereinafter called 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 _____ 2025, entered into a Contract with Owner for the

City of Unalaska

FY25-FY27 ANNUAL EXTERIOR FACILITY PAINTING SERVICES

in accordance with the Specifications prepared by the City of Unalaska 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 _____, 2025.

(Witness)

(Principal) Seal

(Title)

(Witness)

(Surety) Seal

(Title)

ATTACHMENT E

FY25-FY27 Annual Exterior Facility Painting Services

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 the annexed Agreement with said OWNER to perform the WORK as specified or indicated in the Contract Documents entitled

City of Unalaska

FY25-FY27 ANNUAL EXTERIOR FACILITY PAINTING SERVICES

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 _____, 2025.

(Witness)

(Principal) Seal

(Title)

(Witness)

(Surety) Seal

(Title)

ATTACHMENT F

FY25-FY27 Annual Exterior Facility Painting Services

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ARTICLE 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Holidays - The City of Unalaska recognizes the following holidays:

- New Years Day - January 1
- President's Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Veteran's Day - November 11

Thanksgiving Day - Fourth Thursday in November
Christmas Day - December 25

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

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

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

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

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

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

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

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

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

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

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

Regulatory Requirement - Laws, rules, regulations, ordinances, codes and/or orders of the United States,

State of Alaska or City of Unalaska to the extent applicable to the Work.

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

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

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

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

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

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

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

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

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

ARTICLE 2 - AUTHORITIES AND LIMITATIONS

2.1 Authorities and Limitations:

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

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

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

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

2.2 Evaluations by Contracting Officer:

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

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

2.2.2 In order to avoid cumbersome terms and confusing repetition of expressions in the Contract Documents whenever the terms "as ordered", "as directed", "as required", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used it shall be understood as if the expression were followed by the words "the Contracting Officer". When such terms are used to describe a requirement, direction, review or judgment of the Contracting Officer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract

Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to the CITY any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provision of paragraphs 2.3 or 2.4.

2.2.3 Means & Methods:

The means, methods, techniques, sequences or procedures of construction, or safety precautions and the program incident thereto, and the failure to perform or furnish the Work in accordance with the Contract Documents are the sole responsibility of the CONTRACTOR.

2.2.4 Visits to Site:

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Incomplete Contract Documents:

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

3.2 Copies of Contract Documents:

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

3.3 Scope of Work:

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

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

3.4 Intent of Contract Documents:

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

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

assign to the CITY or any of the CITY's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 2.3 or 2.4.

3.5 Discrepancy in Contract Documents:

3.5.1 Before undertaking the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures, and dimensions shown thereon and all applicable field measurements. Work in the area by the CONTRACTOR shall imply verification of figures, dimensions and field measurements. If, during the above study or during the performance of the Work, the CONTRACTOR finds a conflict, error, discrepancy or omission in the Contract Document, or a discrepancy between the Contract Documents and any standard specification, manual, code, or Regulatory Requirement which affects the Work, The CONTRACTOR shall promptly report such discrepancy in writing to the Contracting Officer. The CONTRACTOR shall obtain a written interpretation or clarification from the Contracting Officer before proceeding with any Work affected thereby. Any adjustment made by the CONTRACTOR without this determination shall be at his own risk and expense. However, the CONTRACTOR shall not be liable to the CITY for failure to report any conflict, error or discrepancy in the Contract Documents unless the CONTRACTOR had actual knowledge thereof or should reasonably have knowledge thereof.

3.5.2 Discrepancy - Order of Precedence:

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

- Supplementary Conditions
- General Conditions
- General Requirements
- Technical Specifications

Drawings (recorded dimensions will govern over scaled dimensions, large details over small scale, schedules over plans, architectural drawings over structural drawings over mechanical and electrical drawings)

3.6 Clarifications and Interpretations:

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

3.7 Reuse of Documents:

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

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

ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS

4.1 Availability of Lands:

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

4.2 Visit to Site:

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

4.3 Explorations and Reports:

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

4.4 Utilities:

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

4.4.2 The CONTRACTOR shall have full responsibility for:

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

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

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

4.5 Damaged Utilities:

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

- a. When the utility is shown or indicated in the Contract Documents.
- b. When the utility has been located by the utility owner.
- c. When no locate was requested by the CONTRACTOR for utilities shown or indicated in the Contract Documents.
- d. All visible utilities. When the CONTRACTOR could have, otherwise, reasonably been expected to be aware of such utility.

4.6 Utilities Not Shown or indicated.

If, while directly performing the Work, an underground utility is uncovered or revealed at the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.19) identify the owner of such underground facility and give written notice thereof to that owner and to the Contracting Officer. The Contracting Officer will promptly review the underground utility to determine the extent to which the Contract Documents and the Work should be modified to reflect the impacts of the discovered

utility. The Contract Documents will be amended or supplemented to the extent necessary through the issuance of a change document by the Contracting Officer. During such time, the CONTRACTOR shall be responsible for the safety and protection of such underground utility as provided in paragraph 6.17. The CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are directly attributable to the existence of any underground utility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of.

4.7 Survey Control:

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

ARTICLE 5 - BONDS, INSURANCE, AND INDEMNIFICATION

5.1 Delivery of Bonds:

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

5.2 Bonds:

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

5.3 Replacement of Bond and Surety:

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

5.4 Insurance Requirements:

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

5.5 Indemnification:

- 5.5.1 The CONTRACTOR and his Subcontractors will name the owner as "Additional Insured" and will provide a "Waiver of Subrogation" on all required policies of insurance.
- 5.5.2 The CONTRACTOR shall indemnify, save harmless, and defend the CITY and its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from the CONTRACTOR's performance of this contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the negligence of the City or its agents.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision of Work:

The CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the

Contract Documents. All Work under this Contract shall be performed in a skillful and workmanlike manner. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

6.2 Superintendence by CONTRACTOR:

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

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

6.3 Character of Workers:

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

6.4 CONTRACTOR to Furnish:

Unless otherwise specified in the General Requirements, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 Materials and Equipment:

All materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents. If required by the Contracting Officer, the

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

6.6 Anticipated Schedules:

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

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

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

6.7 Finalizing Schedules:

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

Acceptance by the CITY of the progress schedule, will neither impose on the CITY nor relieve the CONTRACTOR from full responsibility for the progress or scheduling of the Work. If accepted, the finalized schedule of Shop Drawing and other required submissions will be acceptable to the CITY as providing a workable arrangement for processing

the submissions. If accepted the finalized Schedule of Values will be acceptable to the CITY as an approximation of anticipated value of Work accomplished over the anticipated Contract Time. Receipt and acceptance of a schedule submitted by the CONTRACTOR shall not be construed to assign responsibility for performance or contingencies to the CITY or relieve the CONTRACTOR of his responsibility to adjust his forces, equipment, and work schedules as may be necessary to insure completion of the Work within prescribed Contract Time. Should the progress of the Work be discontinued for any reason, the CONTRACTOR shall notify the Contracting Officer at least 24 hours in advance of resuming operations.

6.8 Adjusting Schedules:

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

6.9 Substitutes or "Or-Equal" Items:

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

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

6.9.3 If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the Contracting Officer for acceptance

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

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

6.10 Substitute Means and Methods:

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Contracting Officer, if the CONTRACTOR submits sufficient information to allow the Contracting Officer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Contracting Officer will be similar to that provided in paragraph 6.9 as applied by the Contracting

Officer and as may be supplemented in the General Requirements.

6.11 Evaluation of Substitution:

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

6.12 Dividing the Work:

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

6.13 Subcontractors:

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

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

6.13.2 The CONTRACTOR shall be fully responsible to the CITY for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any

of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.

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

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

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

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

6.14 Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations

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

6.15 Structural Loading:

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

6.16 Record Documents:

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

6.17 Safety and Protection:

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

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

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

6.18 Safety Representative:

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

6.19 Emergencies:

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CITY, is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall give the Contracting Officer prompt written notice if the CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents is required because of the action taken in response to an emergency, a change will be authorized by one of the methods indicated in Paragraph 9.2, as determined appropriate by the Contracting Officer.

6.20 Shop Drawings and Samples:

6.20.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the Contracting Officer for review and approval in accordance with the accepted schedule of Shop Drawing submissions the required number of all Shop Drawings, which will bear a stamp or specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Contracting Officer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Contracting Officer to review the information as required.

6.20.2 The CONTRACTOR shall also submit to the Contracting Officer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.20.3 Before submission of each Shop Drawing or sample the CONTRACTOR shall have

determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

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

6.21 Shop Drawing and Sample Review:

- 6.21.1 The Contracting Officer will review with reasonable promptness Shop Drawings and samples, but the Contracting Officer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of

construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate acceptance of the assembly in which the item functions. The CONTRACTOR shall make corrections required by the Contracting Officer and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. The CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by the Contracting Officer on previous submittals.

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

6.22 Maintenance During Construction:

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

6.23 Continuing the Work:

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

6.24 Consent to Assignment:

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

6.25 Use of Explosives:

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

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

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

6.26 CONTRACTOR's Records:

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

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

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

ARTICLE 7 - LAWS AND REGULATIONS

7.1 Laws to be Observed:

The CONTRACTOR shall keep fully informed of all Regulatory Requirements and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The CONTRACTOR shall at all times observe and comply with all such Regulatory Requirements, orders and decrees; and shall protect and indemnify the CITY and its representatives against claim or liability arising from or based on the violation of any such Regulatory Requirement, order, or decree whether by the CONTRACTOR, Subcontractor, or any employee of either. Except where otherwise expressly required by applicable

Regulatory Requirements, the CITY shall not be responsible for monitoring CONTRACTOR's compliance with any Regulatory Requirements.

7.2 Permits, Licenses, and Taxes:

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

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

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

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

7.3 Patented Devices, Materials and Processes:

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

7.4 Compliance of Specifications and Drawings:

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

7.5 Accident Prevention:

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

7.6 Sanitary Provisions:

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

7.7 Business Registration:

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

7.8 Professional Registration and Certification:

All craft trades, architects, engineers and land surveyors, electrical administrators, explosive handlers, and welders employed under the Contract shall specifically comply with applicable provisions of AS 08.18, 08.48, 08.40, 08.52, and

08.99. Provide copies of individual licenses within seven days following a request from the Contracting Officer.

7.9 Local Building Codes:

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

7.10 Air Quality Control:

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

7.11 Archaeological or Paleontological Discoveries:

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

7.12 Not used.

7.13 Preferential Employment:

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

7.14 Wages and Hours of Labor:

7.14.1 One certified copy of all payrolls shall be submitted weekly to the State Department of Labor to assure compliance with AS 36.05.040, Filing Schedule of Employees Wages Paid and Other Information. The CONTRACTOR shall be responsible for the submission of certified copies of payrolls of all Subcontractors. The certification shall affirm that the payrolls are current and complete, that the wage rates contained therein are not less than the applicable rates referenced

in these Contract Documents, and that the classification set forth for each laborer or mechanic conforms with the work he performed. The CONTRACTOR and his Subcontractors shall attend all hearings and conferences and produce such books, papers, and documents all as requested by the Department of Labor. Should Federal funds be involved, the Contracting Agency shall also receive a copy of the CONTRACTOR's certified payrolls.

The following Labor provisions shall also apply to this Contract:

- a. The CONTRACTOR and his Subcontractors shall pay all employees unconditionally and not less than once a week;
- b. Wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors;
- c. The scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the work;
- d. The CITY shall withhold so much of the accrued payments as is necessary to pay laborers, mechanics, or field surveyors employed by the CONTRACTOR or Subcontractors the difference between
 - 1. the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work, and
 - 2. the rates of wages in fact received by laborers, mechanics or field surveyors.

7.15 Overtime Work Hours and Compensation:

Pursuant to 40 U.S.C. 327-330 and AS 23.10.060, the CONTRACTOR shall not require nor permit any laborer or mechanic in any workweek in which he is employed on any work under this Contract to work in excess of eight hours in any Calendar Day or in excess of forty hours in such

workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all such hours worked in excess of eight hours in any Calendar Day or in excess of forty hours in such workweek whichever is the greater number of overtime hours. In the event of any violation of this provision, the CONTRACTOR shall be liable to any affected employee for any amounts due and penalties and to the CITY for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of this provision in the sum of \$10.00 for each Calendar Day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by this paragraph.

7.16 Covenant Against Contingent Fees:

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion, to deduct price of consideration from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7.17 Officials Not to Benefit:

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

7.18 Personal Liability of Public Officials:

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

ARTICLE 8 - OTHER WORK

8.1 Related Work at Site:

8.1.1 The CITY reserves the right at any time to contract for and perform other or additional work on or near the Work covered by the Contract.

8.1.2 When separate contracts are let within the limits of the Project, the CONTRACTOR shall conduct his Work so as not to interfere with or hinder the work being performed by other contractors. The CONTRACTOR shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of others.

8.1.3 If the fact that other such work to be performed is identified or shown in the Contract Documents, the CONTRACTOR shall assume all liability, financial or otherwise, in connection with this Contract and indemnify and save harmless the City of Unalaska and its agents from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the CONTRACTOR because of the presence and operations of other contractors.

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

8.2 Access, Cutting, and Patching:

The CONTRACTOR shall afford each utility owner and any other contractor who is a party to such a direct contract with the CITY (or the CITY, if the CITY is performing the additional work with the CITY's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment

and the execution of such work and shall properly connect and coordinate the Work with the work of others. The CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, the CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter such other work with the written consent of the Contracting Officer. The duties and responsibilities of the CONTRACTOR under this paragraph are for the benefit of other contractors to the extent that there are comparable provisions for the benefit of the CONTRACTOR in said direct contracts between the CITY and other contractors.

8.3 Defective Work by Others:

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

8.4 Coordination:

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

ARTICLE 9 - CHANGES

9.1 CITY's Right to Change:

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

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

9.1.4 Directing acceleration in the performance of the Work.

9.2 Authorization of Changes within the General Scope:

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

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

9.3 Directives:

- 9.3.1 The Contracting Officer shall provide written clarification or interpretation of the contract documents (pursuant to paragraph 3.6).
- 9.3.2 The Contracting Officer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents.
- 9.3.3 The Contracting Officer may order the Contractor to correct Defective Work or methods which are not in conformance with the Contract Documents.
- 9.3.4 The Contracting Officer may direct the commencement or suspension of Work or emergency related work (as provided in paragraph 6.19).
- 9.3.5 Upon the issuance of a Directive to the CONTRACTOR by the Contracting Officer, the CONTRACTOR shall immediately proceed with the performance of the work as prescribed by such Directive.
- 9.3.6 If the CONTRACTOR believes that the changes noted in a Directive may cause an increase in the Contract Price or an extension of Contract

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

9.4 Change Order:

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

9.5 Shop Drawing Variations:

Variations by shop drawings shall only be eligible for consideration under 9.4 when the conditions affecting the price, time, or responsibility are identified by the CONTRACTOR in writing and a request for a Change Order is submitted as per 6.20.4.

9.6 Changes Outside the General Scope; Supplemental Agreement:

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

9.7 Unauthorized Work:

The CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the

Contract Documents as amended, modified and supplemented as provided in this Article 9, except in the case of an emergency as provided in paragraph 6.19 and except in the case of uncovering Work as provided in paragraph 12.4.2.

9.8 Notification of Surety:

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

9.9 Differing Site Conditions:

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

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

keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. The Contracting Officer shall be given the opportunity to supervise and check the keeping of such records.

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:

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

- 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.

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;

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

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

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.

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

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).

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.

10.5.5 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.

10.7 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.

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

10.8 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:

10.6 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.

10.8.1 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

10.6.2 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;

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

b. For costs incurred under paragraph 10.4.3, the CONTRACTOR's Fee shall be fifteen percent;

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.

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

10.10 Determinations for Unit Prices:

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

ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE

11.1 Commencement of Contract Time; Notice to Proceed:

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

11.2 Starting the Work:

No work on contract items shall be performed before the effective date of the Notice to Proceed. The CONTRACTOR shall notify the Contracting Officer at least 24 hours in advance of the time actual construction operations will begin. The CONTRACTOR may request a limited Notice to Proceed after award has been made, to permit him to order long lead materials which could cause delays in project completion. However, granting is within the sole discretion of the Contracting Officer, and refusal or failure to grant a limited Notice to Proceed shall not be a basis for claiming for delay, extension of time, or alteration of price.

11.3 Computation of Contract Time:

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

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

11.4 Time Change:

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

11.5 Extension Due to Delays:

The right of the CONTRACTOR to proceed shall not be terminated nor the CONTRACTOR charged with liquidated or actual damages because of any delays to the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to the following: acts of God or of the public enemy, acts of the CITY in contractual capacity, acts of another contractor in the performance of a contract with the CITY, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and delays of Subcontractors or Suppliers due to such causes. Any delay in receipt of materials on the site, caused by other than one of the specifically mentioned occurrences above, does not of itself justify a time extension. Provided, that the

CONTRACTOR shall within twenty four (24) hours from the beginning of any such delay (unless the Contracting Officer shall grant a further period of the time prior to the date of final settlement of the Contract) notify the Contracting Officer in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

11.6 Essence of Contract:

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

11.7 Reasonable Completion Time:

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

11.8 Delay Damages:

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

expenses related to completion as provided by Article 14.2.5.

ARTICLE 12 - QUALITY ASSURANCE

12.1 Warranty and Guaranty:

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

12.2 Access to Work:

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

12.3 Tests and Inspections:

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

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

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

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

12.4 Uncovering Work:

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

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

12.5 CITY May Stop the Work:

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

12.6 Correction or Removal of Defective Work:

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

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

12.7 One Year Correction Period:

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

Substantial Completion of all the Work, the correction period for the item may begin on an earlier date if so provided in the Specifications or by Change Order. Provisions of this paragraph are not intended to shorten the Statute of Limitations for bringing an action.

12.8 Acceptance of Defective Work:

Instead of requiring correction or removal and replacement of Defective Work, the Contracting Officer may accept Defective Work, the CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the Contracting Officer's evaluation of and determination to accept such Defective Work (costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price. If the CITY has already made final payment to the CONTRACTOR, an appropriate amount shall be paid by the CONTRACTOR or his Surety to the CITY.

12.9 CITY May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice from the Contracting Officer to proceed to correct Defective Work or to remove and replace rejected Work as required by the Contracting Officer in accordance with paragraph 12.6, or if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if the CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven days' written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Contracting Officer may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend the CONTRACTOR's services related thereto, take possession of the CONTRACTOR's tool, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or approved remote storage sites or for which the CITY has paid the CONTRACTOR but which are stored elsewhere, the CONTRACTOR shall allow the Contracting Officer and his authorized representatives such access to the site as may be necessary to enable the Contracting Officer to exercise the rights and remedies under this paragraph. All direct, indirect and

consequential costs of the CITY or its agents in exercising such rights and remedies will be charged against the CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all cost of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR's Defective Work. The CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the Contracting Officer of the CITY's rights and remedies hereunder.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values:

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

13.2 Preliminary Payments:

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

13.3 Application for Progress Payment:

The CONTRACTOR shall submit to the Contracting Officer for review an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Progress payments will be made as

the Work progresses on a monthly basis or twice a month when requested by the CONTRACTOR, but only when the approved invoice exceeds \$10,000.00.

13.4 Review of Applications for Progress Payments:

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

13.5 Stored Materials and Equipment:

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the CITY has received the materials and equipment free and clear of all charges, security interests and encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the CITY's interest therein, all of which will be satisfactory to the Contracting Officer. No payment will be made for perishable materials that could be rendered useless because of long storage periods. No progress payment will be made for living plant materials until planted. The payment may be reduced by an amount equal to transportation and handling cost if the materials are stored offsite, in a remote location, or will require special handling.

13.6 CONTRACTOR's Warranty of Title:

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

13.7 Withholding of Payments:

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

13.7.1 The Work is Defective, or completed Work

has been damaged requiring correction or replacement, or has been installed without approval of Shop Drawing, or by an unapproved Subcontractor.

- 13.7.2 The Contract Price has been reduced by Change Order.
- 13.7.3 The CITY has been required to correct Defective Work or complete Work in accordance with paragraph 12.9.
- 13.7.4 The CITY's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1.a through 14.2.1.k inclusive.
- 13.7.5 Claims have been made against the CITY or against the funds held by the CITY on account of the CONTRACTOR's actions or inactions in performing this Contract, or there are other items entitling the CITY to a set off.
- 13.7.6 Subsequently discovered evidence or the results of subsequent inspections or test, nullify any previous payments for reasons stated in subparagraphs 13.7.1 through 13.7.5.
- 13.7.7 The CONTRACTOR has failed to fulfill or is in violation of any of his obligations under any provision of this Contract.

13.8 Retainage:

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

13.9 Request for Release of Funds:

If the CONTRACTOR believes the basis for withholding is invalid or no longer exists, immediate written notice of the facts and Contract provisions on which the CONTRACTOR relies, shall be given to the CITY, together with a request for release of funds and adequate documentary evidence proving that the problem has been cured. In the case of withholding which has occurred at the request of the Department of Labor and Workforce Development, the CONTRACTOR shall provide a letter from the Department of Labor stating that withholding is no longer requested.

Following such a submittal by the CONTRACTOR, the CITY shall have a reasonable time to investigate and verify the facts and seek additional assurances before determining whether release of withheld payments is justified.

13.10 Substantial Completion:

When the CONTRACTOR considers the Work ready for its intended use the CONTRACTOR shall notify the Contracting Officer in writing that the Work or a designated portion thereof is substantially complete (except for items specifically listed by the CONTRACTOR as incomplete) and request that the CITY issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Contracting Officer, the CONTRACTOR and appropriate Consultant(s) shall make an inspection of the Work to determine the status of completion. If the Contracting Officer does not consider the Work substantially complete, the Contracting Officer will notify the CONTRACTOR in writing giving the reasons therefor. If the Contracting Officer considers the Work substantially complete, the Contracting Officer will within fourteen days execute and deliver to the CONTRACTOR a certificate of Substantial Completion with tentative list of items to be completed or corrected. At the time of delivery of the certificate of Substantial Completion the Contracting Officer will deliver to the CONTRACTOR a written division of responsibilities pending Final Completion with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties which shall be consistent with the terms of the Contract Documents. The CITY shall be responsible for all CITY costs resulting from the initial inspection and the first re-inspection, the CONTRACTOR shall pay all costs incurred by the CITY resulting from re-inspections, thereafter.

13.11 Access Following Substantial Completion:

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

13.12 Final Inspection:

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

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

13.13 Final Application for Payment:

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

13.14 Final Payment and Final Completion:

13.14.1 If on the basis of the Contracting Officer's observation of the Work during construction and final inspection, and the Contracting Officer's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, the Contracting Officer is satisfied that the Work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the CITY will process final Application for Payment. Otherwise, the Contracting Officer will return the Application for Payment to the CONTRACTOR, indicating in writing the reasons for refusing to process final payment, in which case the CONTRACTOR shall make the necessary corrections and resubmit the final Application for Payment.

13.14.2 If, through no fault of the CONTRACTOR, Final Completion of the Work is significantly delayed, the Contracting Officer shall, upon receipt of the CONTRACTOR's final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the CITY for Work not fully completed or corrected is less than the retainage provided for in paragraph

13.8, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the CITY with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.14.3 In addition to other requirements, final payment shall not be due until CITY's receipt of verification from the State of Alaska Department of Labor and Workforce Development ("the Department") that (i) Contractor has complied with AS 36.05.045(a) and (ii) the Department is not conducting an investigation and (iii) the Department has not issued a notice of violation of AS 36.05 to Contractor or to any subcontractor.

13.15 Final Acceptance:

Following receipt of the CONTRACTOR's Release with no exceptions, and certification that laborers, Subcontractors and materialmen have been paid, certification of payment of payroll and sales taxes and revenue taxes, and final payment to the CONTRACTOR, the CITY will issue a letter of Final Acceptance, releasing the CONTRACTOR from further obligations under the Contract, except as provided in paragraph 13.16.

13.16 CONTRACTOR's Continuing Obligation:

The CONTRACTOR's obligation to perform and complete the Work and pay all laborers, Subcontractors, and materialmen in accordance with the Contract Documents shall be absolute. Neither any progress or final payment by the CITY, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by the CITY, nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor any correction of Defective Work by the CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

13.17 Waiver of Claims by CONTRACTOR:

The making and acceptance of final payment will constitute a waiver of all claims by the CONTRACTOR against the CITY other than those previously made in writing and still unsettled.

13.18 No Waiver of Legal Rights:

The CITY shall not be precluded or be stopped by any payment, measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the CONTRACTOR, nor from showing that any payment, measurement, estimate or certificate is untrue or is incorrectly made, or that the Work or materials are Defective. The CITY shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the CONTRACTOR or his Sureties, or both, such damages as it may sustain by reason of his failure to comply with requirements of the Contract Documents. Neither the acceptance by the CITY, or any representative of the CITY, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of the Contract Time, nor any possession taken by the CITY, shall operate as a waiver of any portion of the Contract, or of the power herein reserved, or of any right to damages. A waiver by the CITY of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

ARTICLE 14 - SUSPENSION OF WORK, DEFAULT AND TERMINATION

14.1 CITY May Suspend Work:

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

any other cause, including the fault or negligence of the CONTRACTOR.

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

14.2 Default of Contract:

14.2.1 If the CONTRACTOR:

- a. Fails to begin the Work under the Contract within the time specified in the "Proposal", or
- b. Fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workmen or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 6.6 as revised from time to time), or
- c. Performs the Work unsuitably or neglects or refuses to remove materials or to correct Defective Work.
- d. Discontinues the prosecution of the Work, or
- e. Fails to resume Work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency except as prohibited by 11 U.S.C. 363e, or
- g. Allows any final judgment to stand against him unsatisfied for period of 60 days, or
- h. Makes an assignment for the benefit of creditors without the consent of the Contracting Officer, or
- i. Disregards Regulatory Requirements, or
- j. Otherwise violates in any substantial way any provisions of the Contract Documents, or

- k. For any cause whatsoever, fails to carry on the Work in an acceptable manner, the Contracting Officer may give notice in writing to the CONTRACTOR and his Surety of such delay, neglect, or default.

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

- 14.2.3 The Contracting Officer may, by written notice to the CONTRACTOR and his Surety or his representative, transfer the employment of the Work from the CONTRACTOR to the Surety, or if the CONTRACTOR abandons the Work undertaken under the Contract, the Contracting Officer may, at his option with written notice to the Surety and without any written notice to the CONTRACTOR, transfer the employment for said Work directly to the Surety. The Surety shall submit its plan for completion of the Work, including any contracts or agreements with third parties for such completion, to the CITY for approval prior to beginning completion of the Work. Approval of such contracts shall be in accordance with all applicable requirements and procedures for approval of subcontracts as

stated in the Contract Documents.

- 14.2.4 Upon receipt of the notice terminating the services of the CONTRACTOR, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under the Contract and employ by contract or otherwise any person or persons to finish the Work and provide the materials therefor, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering Work subsequently performed under the terms of the Contract and according to the terms thereof without any right of the CONTRACTOR to make any claim for the same or any part thereof.

- 14.2.5 If the Contract is terminated for default, the CONTRACTOR and the Surety shall be jointly and severally liable for damages for delay as provided by Article 11.8, and for the excess cost of completion, and all costs and expenses incurred by the CITY in completing the Work or arranging for completion of the Work, including but not limited to costs of assessing the Work to be done, costs associated with advertising, soliciting or negotiating for bids or proposals for completion, and other procurement costs. Following termination the CONTRACTOR shall not be entitled to receive any further balance of the amount to be paid under the contract until the work is fully finished and accepted, at which time if the unpaid balance exceeds the amount due the CITY and any amounts due to persons for whose benefit the CITY has withheld funds, such excess shall be paid by the CITY to the CONTRACTOR. If the damages, costs, and expenses due the CITY exceed the unpaid balance, the CONTRACTOR and his Surety shall pay the difference.

- 14.2.6 If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that termination

was wrongful, the rights and obligations of the parties shall be determined in accordance with the clause providing for convenience termination.

14.3 Rights or Remedies:

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

14.4 Convenience Termination:

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

- a. Stop Work on the date and to the extent specified in the Notice of Termination;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work as is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
- d. With the written approval of the Contracting Officer, to the extent he may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole, or in part, in accordance with the provisions of the

Contract;

- e. Submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Contracting Officer;
- f. Transfer to the Contracting Officer the completed or partially completed record drawings, Shop Drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the CITY;
- g. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the CONTRACTOR and in which the CITY has or may acquire any interest. The CONTRACTOR shall proceed immediately with the performance of the above obligations.

14.4.2 When the CITY orders termination of the Work effective on a certain date, all Work in place as of that date will be paid for in accordance with the Basis of Payment clause of the Contract. Materials required for completion and on hand but not incorporated in the Work will be paid for at cost plus 15% with materials becoming the property of the CITY - or the CONTRACTOR may retain title to the materials and be paid an agreed upon lump sum. Materials on order shall be canceled, and the CITY shall pay reasonable factory cancellation charges with the option of taking delivery of the materials in lieu of payment of cancellation charges. The CONTRACTOR shall be paid 10% of the cost, freight not included, of materials canceled, and direct expenses only for CONTRACTOR chartered freight transport which cannot be canceled without charges, to the extent that the CONTRACTOR can establish them. The extra costs due to cancellation of Bonds and insurance and that part of job start-up and phase-out costs not amortized by the amount of Work accomplished shall be paid by the CITY. Charges for loss of profit or consequential damages shall not be recoverable except as

provided above.

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

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

- a. All costs and expenses reimbursable in accordance with the Contract not previously paid to the CONTRACTOR for the performance of the Work prior to the effective date of the Notice of Termination;
- b. So far as not included under "a" above, the cost of settling and paying claims arising out of the termination of the Work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract;
- c. The reasonable costs of settlement with respect to the terminated portion of the Contract heretofore, to the extent that these

costs have not been covered under the payment provisions of the Contract.

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

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

14.4.6 Where the Work has been terminated by the CITY said termination shall not affect or terminate any of the rights of the CITY against the CONTRACTOR or his Surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the CITY due to the CONTRACTOR under the terms of the Contract shall not release the CONTRACTOR or his Surety from liability. Unless otherwise provided for in the Contract Documents, or by applicable statute, the CONTRACTOR, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the CITY at all reasonable times at the office of the CONTRACTOR, all its books, records, documents, and other evidence bearing on the cost and expenses of the CONTRACTOR under his Contract and relating to the Work

terminated hereunder.

ARTICLE 15 - CLAIMS AND DISPUTES

15.1 Notification:

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

15.2 Presenting Claim:

The Claim shall specifically include the following:

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

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

The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Contract provides entitlement to relief to the CONTRACTOR for such act, event, or condition. The Project Manager reserves the right to make written request to the CONTRACTOR at any time for additional information which the CONTRACTOR may possess relative to the Claim. The CONTRACTOR agrees to

provide the Project Manager such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the Claim. The Claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Contracting Officer for formal written decision.

15.4 Contracting Officer's Decision:

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

15.5 Notice of Appeal:

Within 30 days of receipt of the Decision, the CONTRACTOR may deliver a Notice of Appeal to the City Manager of Unalaska, Alaska. The Notice of Appeal shall include specific exceptions to the Contracting Officer's Decision, including specific provisions of the contract, which the CONTRACTOR intends to rely upon in the appeal. General assertions that the Contracting Officer's decision is contrary to law or fact are not sufficient.

15.6 City Manager's Decision:

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

ATTACHMENT G

FY25-FY27 Annual Exterior Facility Painting Services

TECHNICAL SPECIFICATIONS

JOINT SEALANTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes sealants for the following applications, including those specified by reference to this Section:
- B. This Section includes sealants for the following applications:
 - 1. Exterior joints in the following vertical surfaces and nontraffic horizontal surfaces:
 - a. Joints in wood siding and trim.
 - b. Joints between metal panels.
 - c. Joints between different materials.
 - d. Perimeter joints between materials listed above and frames of doors and windows.
 - e. Penetrations.
 - f. Other joints as indicated.
- C. Related Sections include the following:
 - 1. Division 9 Section "Painting" for sealing joints prior to application of paint.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection:

Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each type and color of joint sealant required.

- D. Product Certificates: Signed by manufacturers of joint sealants certifying that products furnished comply with requirements and are suitable for the use indicated.
- E. SWRI Validation Certificate: For each elastomeric sealant specified to be validated by SWRI's Sealant Validation Program.
- F. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, name and addresses of Engineers and owners, and other information specified.
- G. Compatibility and Adhesion Test Reports: From sealant manufacturer indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings; have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- H. Product Test Reports: From a qualified testing agency indicating sealants comply with requirements, based on comprehensive testing of current product formulations.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from qualified testing agency based on testing current sealant formulations within a 36-month period.
 - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.
 - 2. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.
 - 3. Test elastomeric joint sealants according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in peel, and indentation hardness.
 - 4. Test other joint sealants for compliance with requirements indicated by referencing standard specifications and test methods.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels

indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.

- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40-degrees Fahrenheit.
 - 2. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the work include, but are not limited to, the products specified in the sealant schedule at the end of Part 3.
- B. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- c. Colors of Exposed Joint Sealants: As selected by Engineer from manufacturer's full range for this characteristic.

2.2 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant in the Elastomeric Joint-Sealant Schedule at the end of Part 3, including those referencing ASTM C 920 classifications for type, grade, class, and uses.
- B. Additional Movement Capability: Where additional movement capability is specified in the Elastomeric Joint-Sealant Schedule, provide products with the capability, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, to withstand the specified percentage change in the joint width existing at the time of installation and remain in compliance with other requirements of ASTM C 920 for uses indicated.

- C. Stain-Test-Response Characteristics: Where elastomeric sealants are specified in the Elastomeric Joint Sealant Schedule to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

2.3 SOLVENT RELEASE JOINT SEALANTS

- A. Acrylic-Based Solvent-Release Joint-Sealant Standard: Comply with ASTM C 1311 for each product of this description indicated in the Solvent-Release Joint-Sealant Schedule at the end of Part 3.
- B. Acrylic-Based Solvent-Release Joint-Sealant Standard: Comply with FS TT-S-00230 for each product of this description indicated in the Solvent-Release Joint-Sealant Schedule at the end of Part 3.
- C. Butyl-Rubber-Based Solvent-Release Joint-Sealant Standard: Comply with ASTM C 1085 for each product of this description indicated in the Solvent-Release Joint-Sealant Schedule at the end of Part 3.
- D. Pigmented Narrow Joint Sealer: For each product of this description indicated in the Solvent-Release Joint-Sealant Schedule at the end of Part 3 provide manufacturers standard, solvent-release-curing, pigmented, synthetic-rubber sealant complying with AAMA 803.3 and formulated for sealing joints 3/16.

2.5 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, of type indicated below and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
 - 1. Type C: Closed-cell material with a surface skin.
 - 2. Type O: Open-cell material.
 - 3. Type B: Bicellular material with a surface skin.
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F (minus 32 deg C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Contact City to make inspection after installation of sealant and prior to installation of paint.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
 - a. Metal.
 - b. Glass.
- B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturers written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by

cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Remove failed sealants prior to installation of new sealants. Install sealants at all door and window openings, penetrations, voids, or other areas required to provide a complete watertight seal on all exposed areas to be painted.
- C. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- D. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- E. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.
- F. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses provided for each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- G. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration necessary; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealants from surfaces adjacent to joint.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
 - a. Use masking tape to protect adjacent surfaces of recessed-tooled joints.

3.4 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

3.6 ELASTOMERIC JOINT-SEALANT SCHEDULE

- A. Multicomponent Non-sag Urethane Sealant: ES1 Type: M (multi-component)

Grade: NS (non-sag) Class: 25

Additional Movement Capability: 50 percent movement in extension and 50 percent in compression for a total of 100 percent movement.

Use Related to Exposure: NT (nontraffic)

Uses Related to Joint Substrates: M, G, A, and as applicable to joint substrates indicated, O.

Use O Joint Substrates: Wood, terrazzo, ceramic tile, plastic, stainless steel, galvanized steel, color anodic aluminum, coated aluminum, coated glass, some products may require primer for specific substrates. See manufacturer's recommendations

Products: Dyntrol II by Pecora Corp.
 Sikaflex - 2c NS by
 Sika Corp Dymeric
 511 b

JOINT SEALANT
SCHEDULE

DESIGNATION	JOINT SEALERS	DESCRIPTION OF JOINT CONSTRUCTION AND LOCATION WHERE SEALANT TYPE APPLIED
ES1	Multi-part non-sag Urethane Sealant	Exterior Joints, penetrations, voids, etc. for watertight seal.

PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions apply to this Section.

1.2 SUMMARY

- A. This Section includes surface preparation and field painting of the following:
 - 1. Exposed exterior items and surfaces.
- B. Paint exposed surfaces except where the material is not to be painted or is to remain natural. Paint the item or surface the same as existing or similar adjacent materials or surfaces whether or not schedules indicate colors.
- C. Prior to painting after surface preparation, caulk and seal around windows, doors, penetrations and other areas required to make the building envelope watertight.

1.3 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
 - 1. *Flat* refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85- degree meter.
 - 2. *Eggshell* refers to low-sheen finish with a gloss range between 5 and 20 when measured at a 60- degree meter.
 - 3. *Satin* refers to low-sheen finish with a gloss range between 15 and 35 when measured at a 60- degree meter.
 - 4. *Semigloss* refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60-degree meter.
 - 5. *Full gloss* refers to high-sheen finish with a gloss range more than 65 when measured at a 60- degree meter.

1.4 SUBMITTALS

- A. Product Data: Submit for each paint system specified. Include fillers and primers if required.
 - 1. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
 - 2. Manufacturer's Information: Provide manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
 - 3. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).

- B. Samples for Verification: Provide for each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.
 - 1. Provide a list of materials and applications for each coat of each sample. Label each sample location and application.
 - 2. Submit Samples on the following substrates for the Engineer's review of color and texture only:
 - a. Painted Wood: Provide two 12-inch- (300-mm-) square samples of each color and material on hardboard.
 - b. Stained or Natural Wood: Provide two 4-by-8-inch (100-by-200-mm) samples of natural or stained-wood finish on actual wood surfaces.
 - c. Ferrous Metal: Provide two 4-inch- (100-mm-) square samples of flat metal and two 8-inch- (200-mm-) long samples of solid metal for each color and finish.

1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in service performance.
- B. Source Limitations: Obtain fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
 - 1. Product name or title of material.
 - 2. Product description (generic classification or binder type).
 - 3. Manufacturer's stock number and date of manufacture.
 - 4. Contents by volume, for pigment and vehicle constituents.
 - 5. Thinning instructions.
 - 6. Application instructions.
 - 7. Color name and number.
 - 8. VOC content.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.
 - 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.7 PROJECT CONDITIONS

- A. Apply paints as recommended by manufacturer. Items below represent minimum required project conditions.
- B. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are above 50-deg F (10 and 32 deg C).
- C. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are above 45-deg F (7.2 and 35 deg C).
- D. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5-deg F (3 deg C) above the dew point; or to damp or wet surfaces.
 - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature and moisture limits specified by manufacturer during application and drying periods.

1.8 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied in the quantities described below. Package paint materials in unopened, factory-sealed containers for storage and identify with labels describing contents. Deliver extra materials to the Owner.
 - 1. Quantity: Furnish the Owner with extra paint materials in the quantities indicated below:
 - a. Exterior Alkyd Enamel: 2 gal. of each color applied for siding.
 - b. Exterior Alkyd Enamel: 1 gal. of each color applied for trim.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide the products in the paint schedules. Specifications are based on materials and colors by the following manufacturers:
 - 1. Exterior paints and transparent finish materials:
 - a. Sherwin Williams
 - b. Benjamin Moore
 - c. Cabot
 - d. Rodda
 - e. Carboline
 - f. Corraseal
 - g. Or equal

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
 - 1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.
- C. Colors: Match colors shown on the drawings or to match existing colors if not called out. The Owner shall approve all colors during the submittal process.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
 - 1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
 - 2. Do not begin to apply paint until all voids, joints, penetrations, holes and other items have been caulked and sealed to provide a watertight barrier.
 - 3. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
 - 1. Notify the Engineer about anticipated problems using the materials specified over substrates primed by others.

3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, signs, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.

1. Remove all surface contamination by power washing with appropriate cleaners, rinse thoroughly, and allow to dry.
 2. Remove mold and mildew with a mildew eliminator applied in accordance with the manufacturer's directions.
 3. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
 4. All failed existing caulking is removed and new caulking applied to make the structure watertight.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified. Surface shall be free of any voids with holes and cracks patched flush with the surface. All penetrations and shall be caulked.
1. Provide barrier coats over incompatible coatings or remove and reprime.
 2. Painted Wood:
 - a. Fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 - b. Stains from water, smoke, ink, pencil, grease, etc. shall be sealed with an appropriate primer/sealer.
 - c. Seal screw fasteners to prevent rust bleed-through.
 - d. Spot prime bare wood.
 - e. Caulk perimeter joints, penetrations and other areas to make the building envelope watertight.
 3. Varnished Wood: Remove existing varnish by stripping, scraping and sanding as required.
 - a. Remove dust and clean as recommended by the paint manufacturer.
 4. Fiberglass Reinforced Plastic (FRP): Clean surfaces of dirt, oil, and other foreign substances.
 5. Ferrous Metals: Prepare in accordance with the requirements of the Society for Protective Coatings (SSPC) SP3 Power Tool Cleaning standard. Remove all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter by power wire brushing, power sanding, power grinding, power tool chipping, and power tool descaling.
 - a. Apply rust converter surface coating prior to prime coat.
 5. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods. Scrap or sand existing paint to assure a solid bond.
- D. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.

1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
 3. Use only thinners approved by paint manufacturer and only within recommended limits.
- E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors, surface treatments, and finishes are indicated in the schedules.
 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 3. Provide finish coats that are compatible with primers or existing paints used.
 4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
 5. Paint surfaces behind movable facilities the same as similar exposed surfaces.
 6. Sand lightly between each succeeding enamel or varnish coat.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. Apply sealer to rusty screws and fasteners to prevent burn-through. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.
 2. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 3. Omit primer on metal surfaces that have been previously painted or do not have exposed bare steel.
 4. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

5. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
 1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted.
 2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
 - D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
 - E. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to exposed louvers and duct hoods.
 - F. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.
 - G. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
 - H. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections.
 1. Provide satin finish for final coats.
 - I. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.
 - J. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 FIELD QUALITY CONTROL

- A. The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems necessary during the period when paint is being applied:

1. The Owner will engage the services of an independent testing agency to sample the paint material being used. Samples of material delivered to the Project may be taken, identified, sealed, and certified in the presence of the Contractor.
2. The testing agency will perform appropriate tests for the following characteristics as required by the Owner:
 - a. Quantitative material analysis.
 - b. Abrasion resistance.
 - c. Apparent reflectivity.
 - d. Flexibility.
 - e. Washability.
 - f. Absorption.
 - g. Accelerated weathering.
 - h. Dry opacity.
 - i. Accelerated yellowness.
 - j. Recoating.
 - k. Skinning.
 - l. Color retention.
 - m. Alkali and mildew resistance.
3. The Owner may direct the Contractor to stop painting if test results show material being used does not comply with specified requirements. The Contractor shall remove noncomplying paint from the site, pay for testing, and repaint surfaces previously coated with the rejected paint. If necessary, the Contractor may be required to remove rejected paint from previously painted surfaces if, on repainting with specified paint, the 2 coatings are incompatible.

3.5 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

3.6 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Engineer.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.

1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.7 EXTERIOR PAINT SCHEDULE

- A. General: Provide the following paint systems for the various substrates indicated. Verify and confirm that the proposed systems are suitable for the intended substrates.
- B. Exterior Wood:
 1. 100% Acrylic solid hide stain: two coats
 - a. First and Second Coats: Exterior solid hide stain.
- C. Wood and Steel Doors:
 1. Meet requirements for exterior wood, ferrous metal or zinc coated metal surfaces.
- D. Ferrous Metal:
 1. Rust Converter Surface Coating: After cleaning, apply water-based rust converter as bonding agent and to create barrier of non-rusting magnetite, Application rate 8-10 mils wet film thickness. Manufacturer: Corroseal or equal.
 2. Primer: One coat 2-part epoxy. Apply at 1-2 mils dry film thickness. Manufacturer: Carboline, Rustbond FC or equal.
 3. First and Second Coats: 2-part polyurethane. Apply at 2-4 mils DFT. Manufacturer: Cloverdale/Rodda, ArmourShield or equal.
- F. Zinc-Coated Metal:
 1. High-Gloss Alkyd Enamel: Two finish coats over primer.
 - a. Primer: Galvanized metal primer.
 - b. First and Second Coats: Gloss alkyd enamel

ATTACHMENT H

FY25-FY27 Annual Exterior Facility Painting Services

2025 PAINTING PROJECTS DETAILS

1. HENRY SWANSON HOUSE

- a. (6) Photographs
- b. Plan View

2. 8-PLEX HOUSING

- a. (10) Photographs
- b. Plan View
- c. Elevation View

3. POWER SUBSTATION

- a. (12) Photographs
- b. Plan View
- c. Elevation View

HENRY SWANSON HOUSE

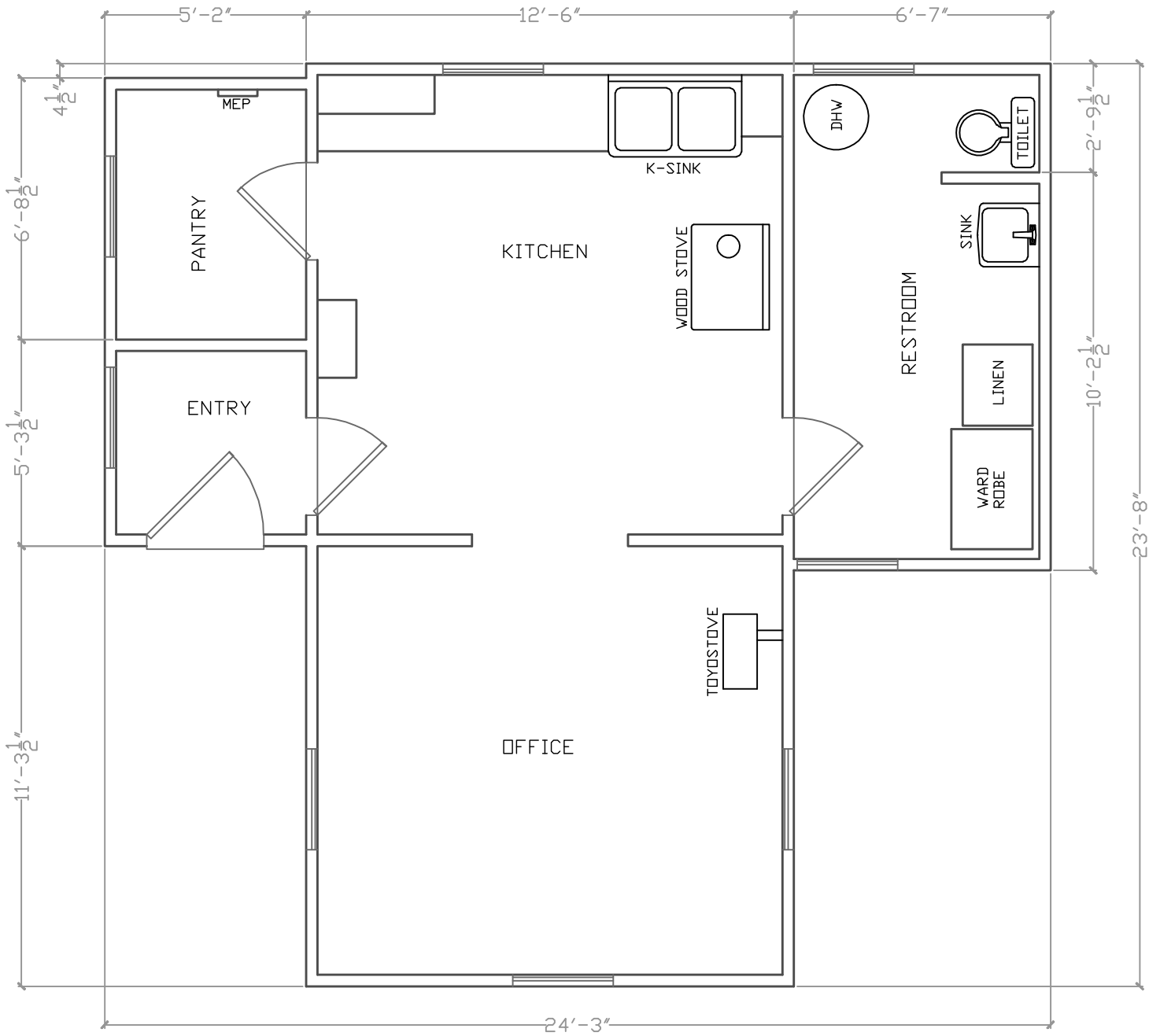
(6) Photographs

Plan View









8-PLEX HOUSING

(10) Photographs

Plan View

Elevation View













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 907.272.8533



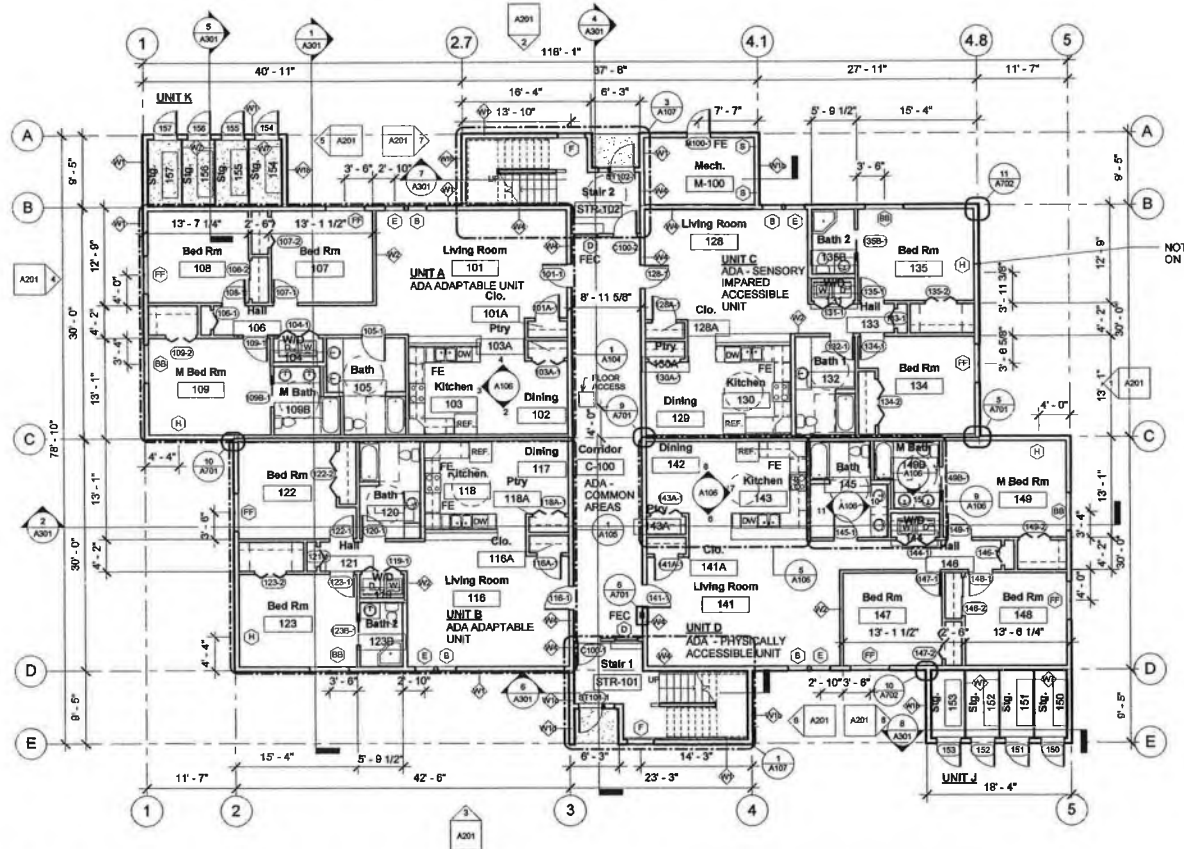
Unalaska Housing - 8-Plex

18 Ptarmigan Road
 CITY OF UNALASKA

No.	Description	Date

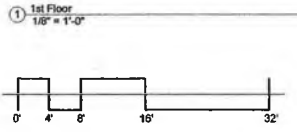
1-3-11
 Construction Set
 21017.00
 Overall First Floor Plan

SHEET NO:
A101



NOTE: TYPE "H" WINDOWS CAN BE VIEWED ON EXTERIOR ELEVATIONS.

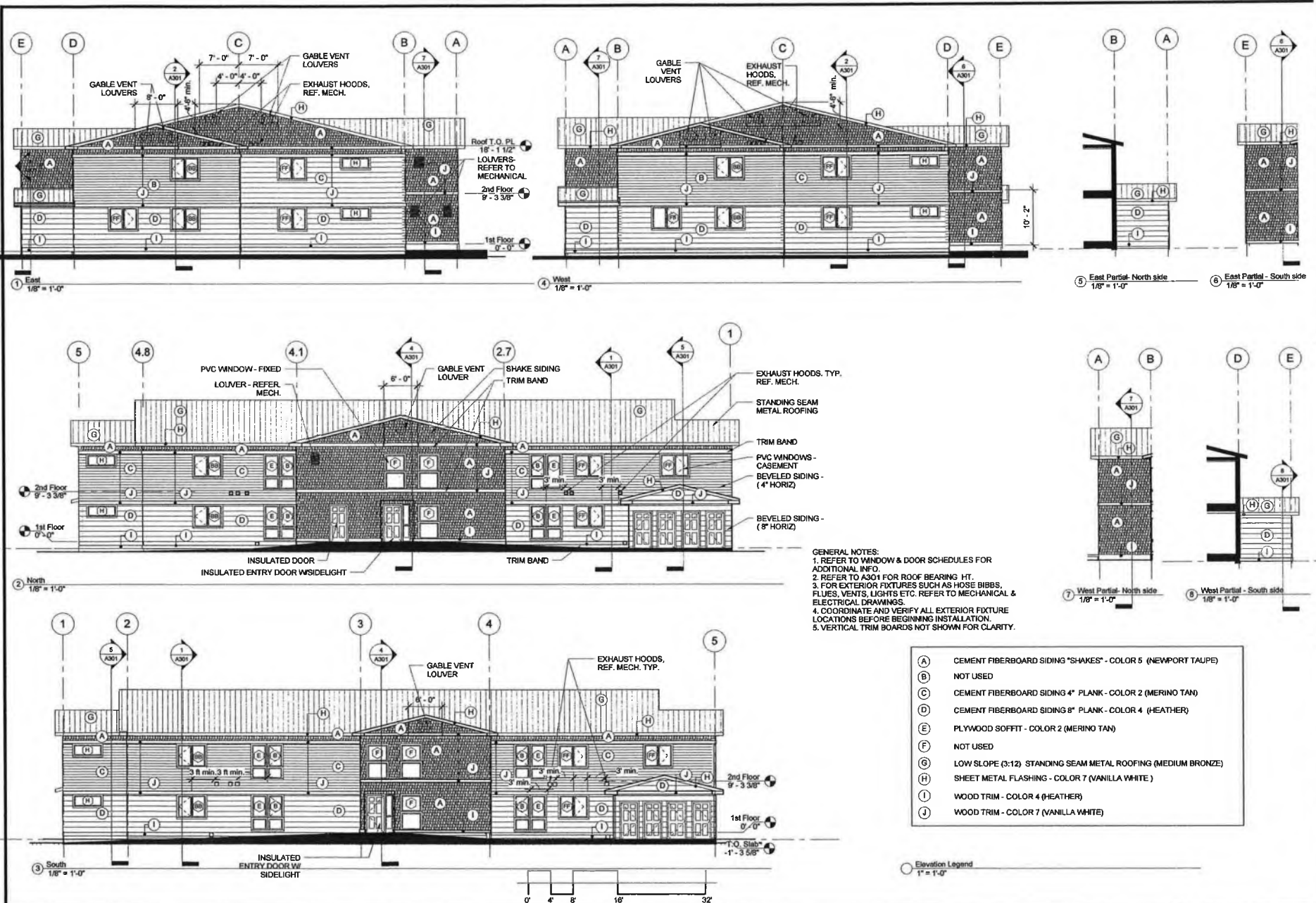
GROSS FLOOR AREA: 7153 sf





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 ARCHITECTS - PLANNERS - INTERIOR DESIGNERS
 608 E. STREET, SUITE 208
 ANCHORAGE, ALASKA 99501
 PHONE: 273.1625 FAX: 273.1733

Unalaska Housing - 8-Plex
 18 Ptarmigan Road
 CITY OF UNALASKA



- GENERAL NOTES:
 1. REFER TO WINDOW & DOOR SCHEDULES FOR ADDITIONAL INFO.
 2. REFER TO A301 FOR ROOF BEARING HT.
 3. FOR EXTERIOR FIXTURES SUCH AS HOSE BIBBS, FLUES, VENTS, LIGHTS ETC. REFER TO MECHANICAL & ELECTRICAL DRAWINGS.
 4. COORDINATE AND VERIFY ALL EXTERIOR FIXTURE LOCATIONS BEFORE BEGINNING INSTALLATION.
 5. VERTICAL TRIM BOARDS NOT SHOWN FOR CLARITY.

(A)	CEMENT FIBERBOARD SIDING "SHAKES" - COLOR 5 (NEWPORT TAUPE)
(B)	NOT USED
(C)	CEMENT FIBERBOARD SIDING 4" PLANK - COLOR 2 (MERINO TAN)
(D)	CEMENT FIBERBOARD SIDING 8" PLANK - COLOR 4 (HEATHER)
(E)	PLYWOOD SOFFIT - COLOR 2 (MERINO TAN)
(F)	NOT USED
(G)	LOW SLOPE (3:12) STANDING SEAM METAL ROOFING (MEDIUM BRONZE)
(H)	SHEET METAL FLASHING - COLOR 7 (VANILLA WHITE)
(I)	WOOD TRIM - COLOR 4 (HEATHER)
(J)	WOOD TRIM - COLOR 7 (VANILLA WHITE)

Elevation Legend
 1" = 1'-0"

No.	Description	Date

Sheet No. **A201**

POWER SUBSTATION

(12) Photographs

Plan View

Elevation View



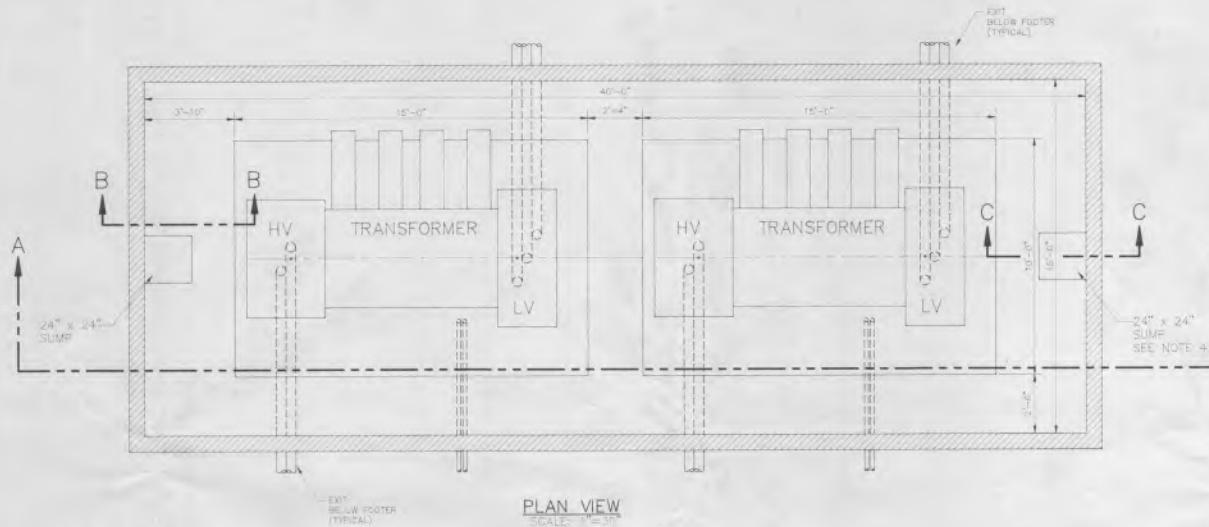




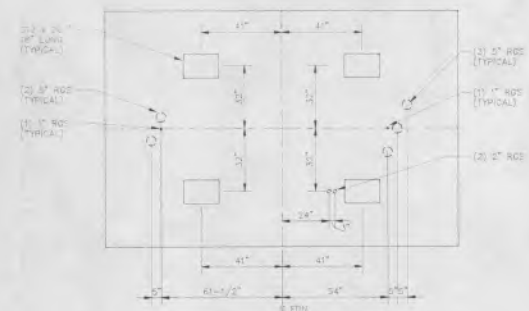








PLAN VIEW
SCALE: 1"=30'



TRANSFORMER FDN TYPICAL
SCALE: 1"=30'

- NOTES:**
1. INTERIOR SURFACEMENT TO BE QUOTE PER SPECIFICATION "OIL RESISTANT CONCRETE COATING".
 2. 4" LAYER OF CRUSHED AGGREGATE CONFORMING TO ASTM C33 SHALL BE PLACED UNDER ALL SLAB-ON-GRADE FOUNDATIONS AND COMPACTED TO AT LEAST 95% DENSITY IN ACCORDANCE WITH ASTM D1557.
 3. BOTTOM OF FOUNDATIONS SHALL BE PLACED ON LEVEL SURFACE.
 4. BOTH SLABS TYPICAL AS SHOWN IN SECTION C-C.
 5. ALL WORK SHALL MEET SPECIFICATION "CAST IN PLACE CONCRETE".
 6. OWNER WILL PROVIDE (2) 4/8 STRANDED BARE COPPER LEADS IN CONTRACTOR FURNISHED 1" ROD CONDUIT.
 7. OWNER TO PROVIDE STAKING OF PIT LOCATION.

NOTE:
SEE ADDENDUM #2 - ALL BURIED CONDUIT OUTSIDE OF THE BUILDING WILL BE SCHEDULE 40 PVC EXCEPT FOR ALL SWEEPS AND ABOVE GRADE CONDUIT WHICH WILL BE RIGID STEEL CONDUIT.

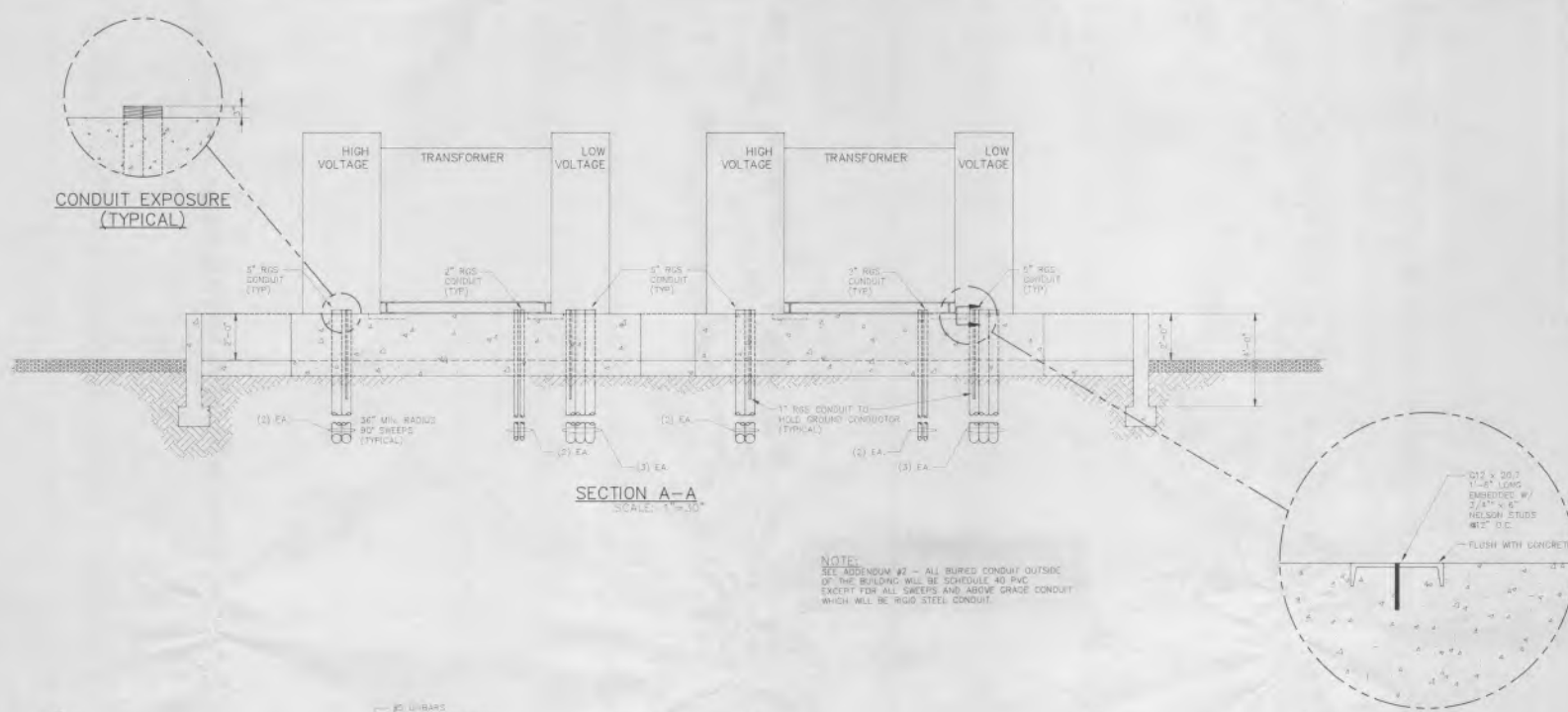
NO.	DATE	BY	REVISION

CITY OF UNALASKA
TOWN SUBSTATION
OIL CONTAINMENT PLAN



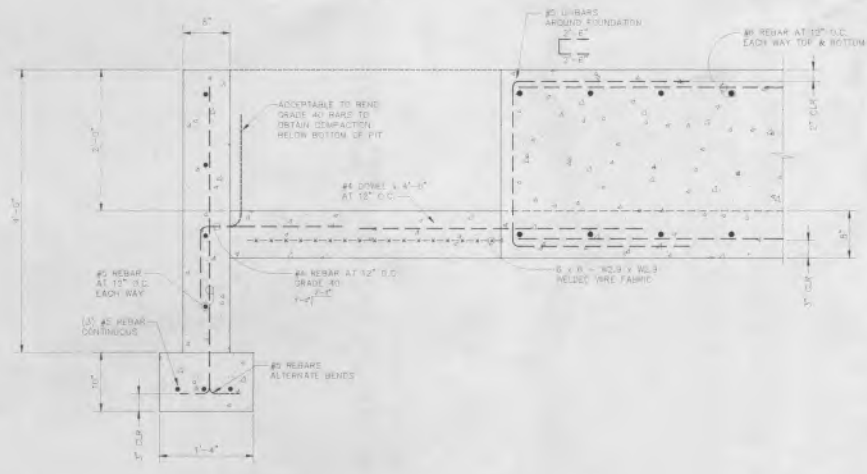
DESIGNED BY: D. THOMPSON
DRAWN BY: D. ELLWOOD
CHECKED BY:

DRAWING NO.
UNAL-0030
1 of 2

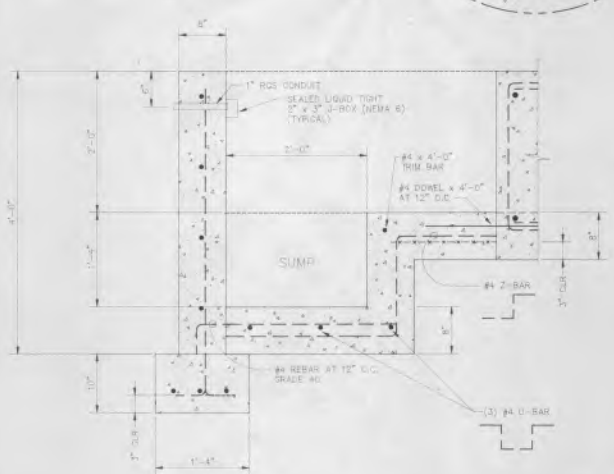


SECTION A-A
SCALE: 1"=30"

NOTE:
SEE ADDENDUM #2 - ALL BURIED CONDUIT OUTSIDE OF THIS BUILDING WILL BE SCHEDULE 40 P.V.C. EXCEPT FOR ALL SWEEPS AND ABOVE GRADE CONDUIT WHICH WILL BE RIGID STEEL CONDUIT.



SECTION B-B
SCALE: 1"=10"



SECTION C-C
SCALE: 1"=10"

NO.	DATE	BY	REVISION
1	11/20/24	J.A.	ISSUED FOR BIDDING
2	11/27/24	J.A.	ISSUED FOR CONSTRUCTION

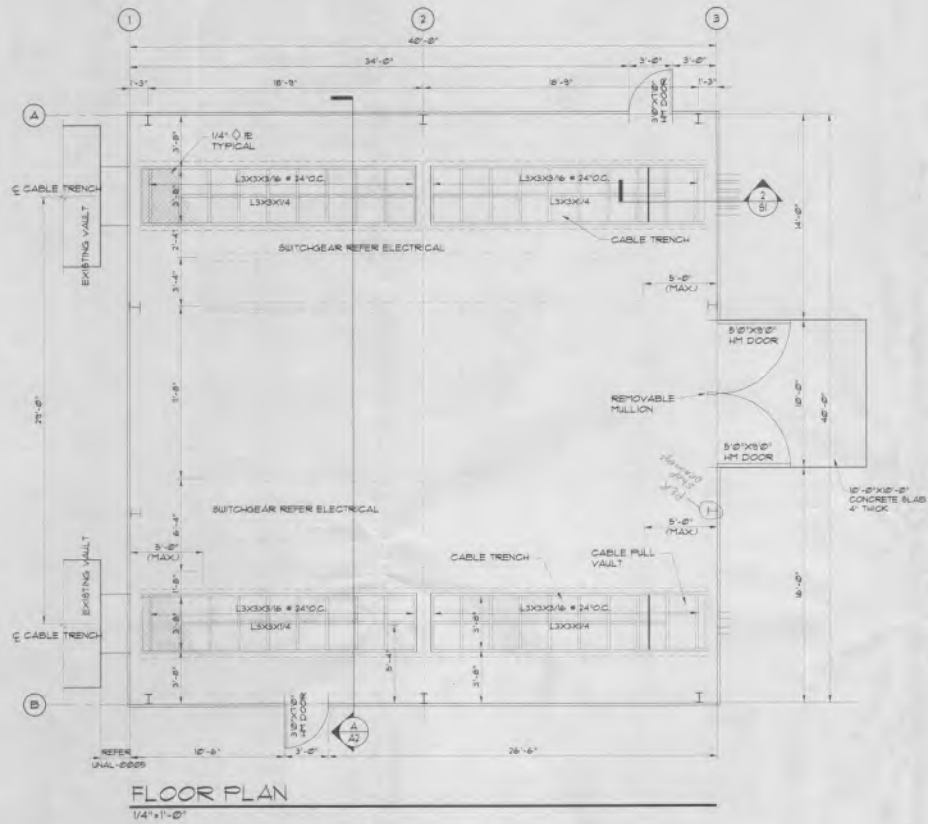
CITY OF UNALASKA
TOWN SUBSTATION

DIL CONTAINMENT SECTIONS AND DETAILS

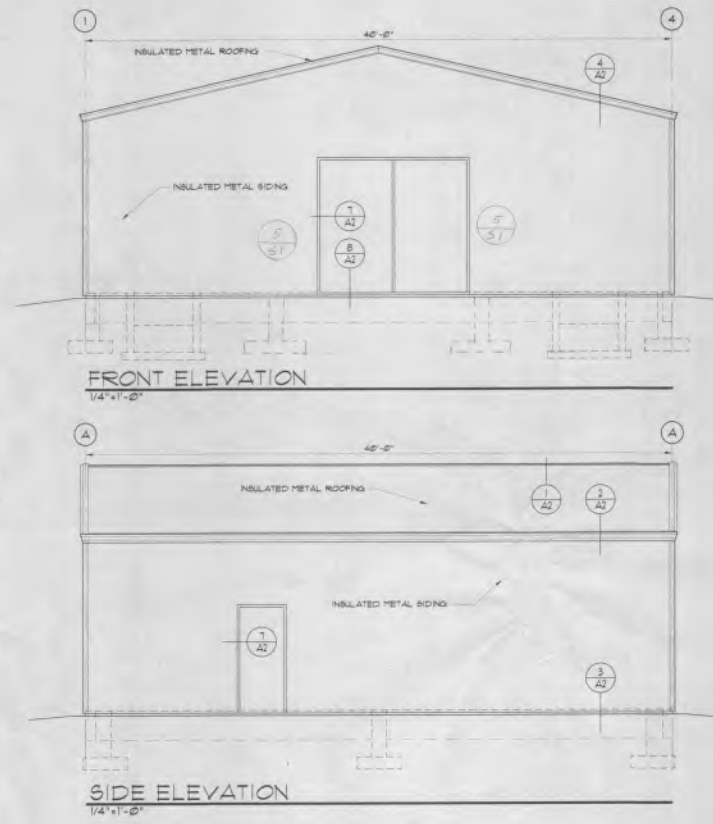


DESIGNED BY: D. THOMPSON
DRAWN BY: K. ELLIOTT
CHECKED BY:

PROJECT NO: UNAL-0030
2 of 3



FLOOR PLAN
1/4" = 1'-0"



FRONT ELEVATION
1/4" = 1'-0"

SIDE ELEVATION
1/4" = 1'-0"

NO.	DATE	BY	REVISION
1			ISSUED FOR BIDDING
2			ISSUED FOR CONSTRUCTION

CITY OF UNALASKA
TOWN SUBSTATION
CONTROL BUILDING
FLOOR PLAN & EXTERIOR ELEVATIONS



DRYDEN & LARUE, INC.
ENGINEERS
CONSULTANTS
ANCHORAGE, ALASKA

DESIGNED BY: DDT
DRAWN BY: MJA
CHECKED BY: DDT

DRAWING NO.
UNAL-0040 (A1)
1 of 2

ATTACHMENT I
FY25-FY27 Annual Exterior Facility Painting Services

2026 PAINTING PROJECTS DETAILS

4. UNALASKA HIGH SCHOOL AND WOOD SHOP

- a. (22) Photographs
- b. Plan View

5. AQUATICS CENTER

- a. (4) Photographs
- b. Plan View

6. AGNES BEACH BUILDING

- a. (6) Photographs
- b. Plan View
- c. Elevation View

UNALASKA HIGH SCHOOL AND WOOD SHOP

(22) Photographs

Plan View















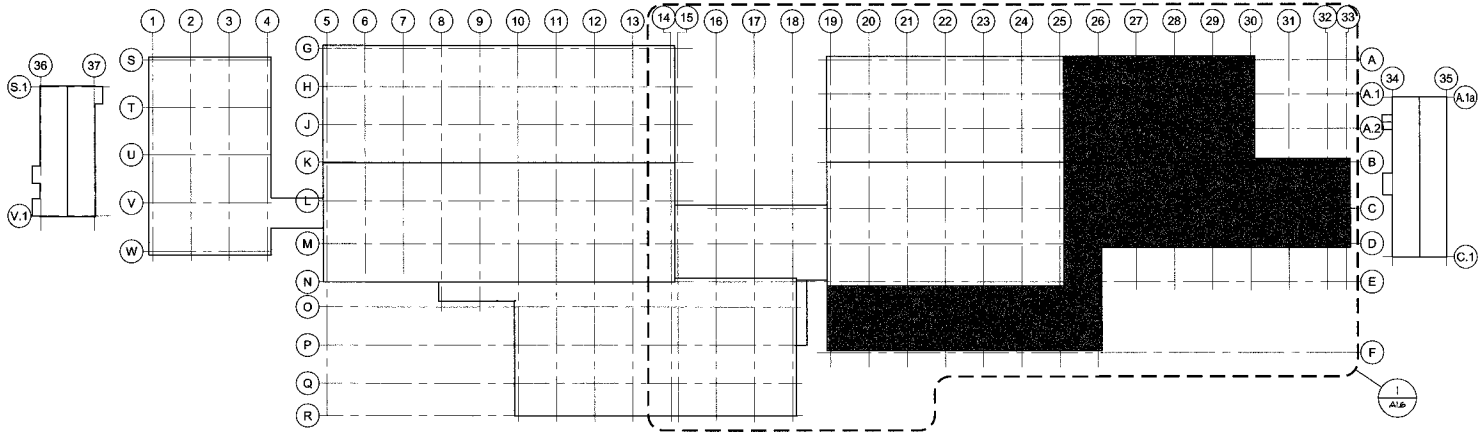




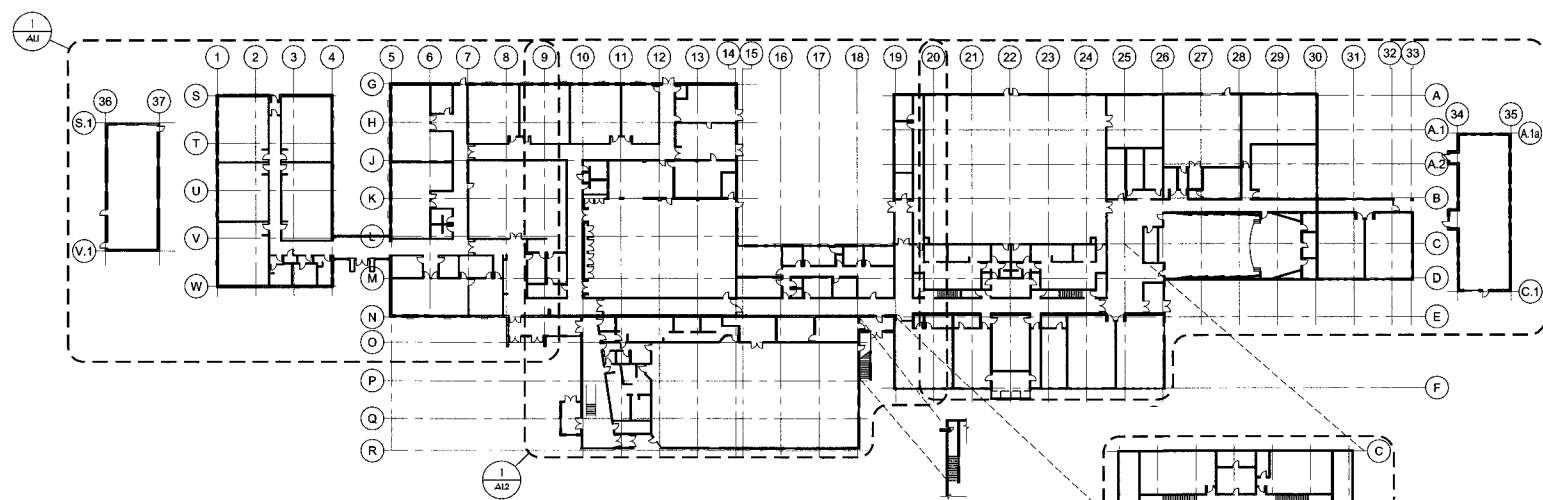




\2007\20717\03\Facility_Support\A1.0\A1.0 - A1.0 - 12/09/09 - 1422



2 OVERALL ROOF PLAN
 1/32" = 1'-0"



1 OVERALL PLAN
 1/32" = 1'-0"

2ND FLOOR PLAN

2ND FLOOR PLAN

FINAL DOCUMENTS



KUMIN ASSOCIATES, INC.
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
 1907 277-8833
 Anchorage, Alaska | Phone: 907-277-7733

UNALASKA HIGH SCHOOL IMPROVEMENTS
 UNALASKA CITY SCHOOL DISTRICT
 Unalaska, Alaska

NO.	DESCRIPTION	DATE

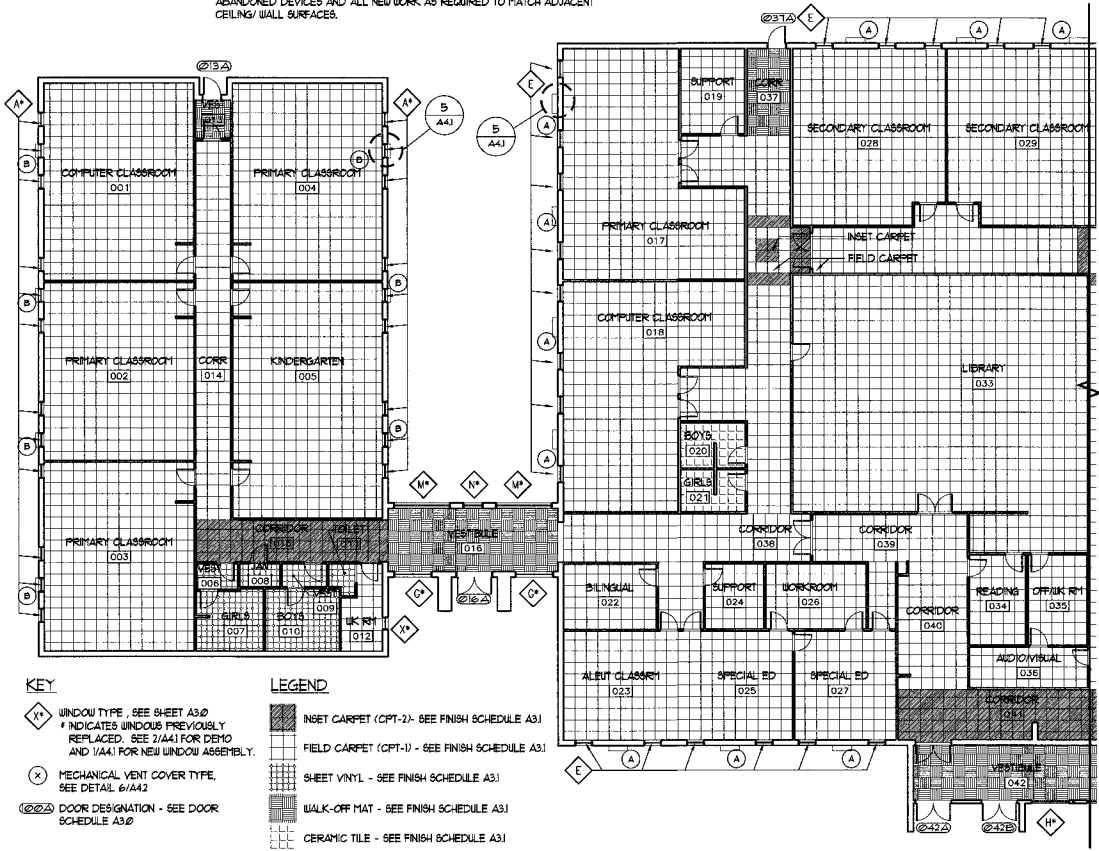
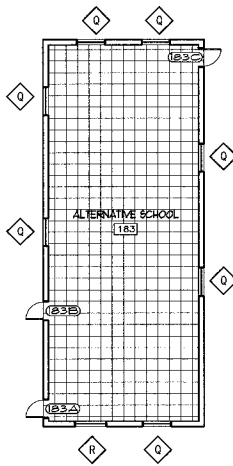
DRAWN: JRN CHECKED: CB
 DATE: DECEMBER 12, 2008
 PHASE: FINAL DOCUMENTS
 APP NO.: 20717.03
 DRAWING TITLE:
 OVERALL PLAN & OVERALL ROOF PLAN
 INTERIOR:

A1.0

12/20/2017 10:30:00 AM - A1.1 - 12/29/08 - 15.41

GENERAL NOTES:

1. ALL EXTERIOR DOORS AND WINDOWS ARE TO BE REPLACED WITH NEW UNLESS NOTED OTHERWISE. FOR EXISTING DOORS TO REMAIN, REPLACE WOOD JAMBES, HEAD AND DOOR CASING WITH NEW. INSTALL ICE AND WATER SHIELD, HEAD FLASHING AND CALK AS INDICATED IN DETAIL 6/A42, TYP.
2. ALL MECHANICAL VENT COVERS (SEE DETAIL 6/A43) ARE TO BE REPLACED WITH NEW UNLESS NOTED OTHERWISE.
3. ALL INTERIOR FLOORING TO BE REMOVED AND REPLACED WITH UNLESS NOTED OTHERWISE.
4. FIRE ALARM REMODEL WORK REQUIRES EXISTING DEVICES TO BE REMOVED/REPLACED AS PER ELECTRICAL DRAWINGS. CONTRACTOR TO PATCH ALL ABANDONED DEVICES AND ALL NEW WORK AS REQUIRED TO MATCH ADJACENT CEILING/WALL SURFACES.
5. CONTRACTOR TO FIELD VERIFY ACTUAL CONDITIONS AND DIMENSIONS OF ALL WINDOWS AND DOORS TO BE REPLACED. ACTUAL CONDITIONS MAY VARY FROM WHAT IS INDICATED ON DRAWINGS. VERIFY DEMOLITION PLANS AND FLOOR PLANS.
6. REFER TO MECHANICAL, ELECTRICAL, STRUCTURAL AND FOOD SERVICE DRAWINGS FOR ADDITIONAL INFORMATION.
7. PROVIDE SECURITY AND WEATHERPROOF CLOSURE AT ALL NEW OPENINGS DURING CONSTRUCTION.



KEY

- (X) WINDOW TYPE - SEE SHEET A3.0
- # INDICATES WINDOWS PREVIOUSLY REPLACED. SEE 2/A41 FOR DEMO AND 1/A41 FOR NEW WINDOW ASSEMBLY.
- (X) MECHANICAL VENT COVER TYPE. SEE DETAIL 6/A42
- (@22A) DOOR DESIGNATION - SEE DOOR SCHEDULE A3.0

LEGEND

- [Pattern] INSET CARPET (CPT-2) - SEE FINISH SCHEDULE A3.1
- [Pattern] FIELD CARPET (CPT-1) - SEE FINISH SCHEDULE A3.1
- [Pattern] SHEET VINYL - SEE FINISH SCHEDULE A3.1
- [Pattern] WALK-OFF MAT - SEE FINISH SCHEDULE A3.1
- [Pattern] CERAMIC TILE - SEE FINISH SCHEDULE A3.1

1 ENLARGED PARTIAL PLAN
3/32" = 1'-0"



FINAL DOCUMENTS



KUMIN ASSOCIATES, INC.
ARCHITECTS PLANNERS INTERIORS
1000 W. 11th Avenue, Suite 200
Anchorage, AK 99501
907.272.8833

UNALASKA HIGH SCHOOL IMPROVEMENTS
UNALASKA CITY SCHOOL DISTRICT

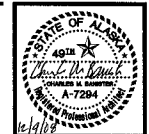
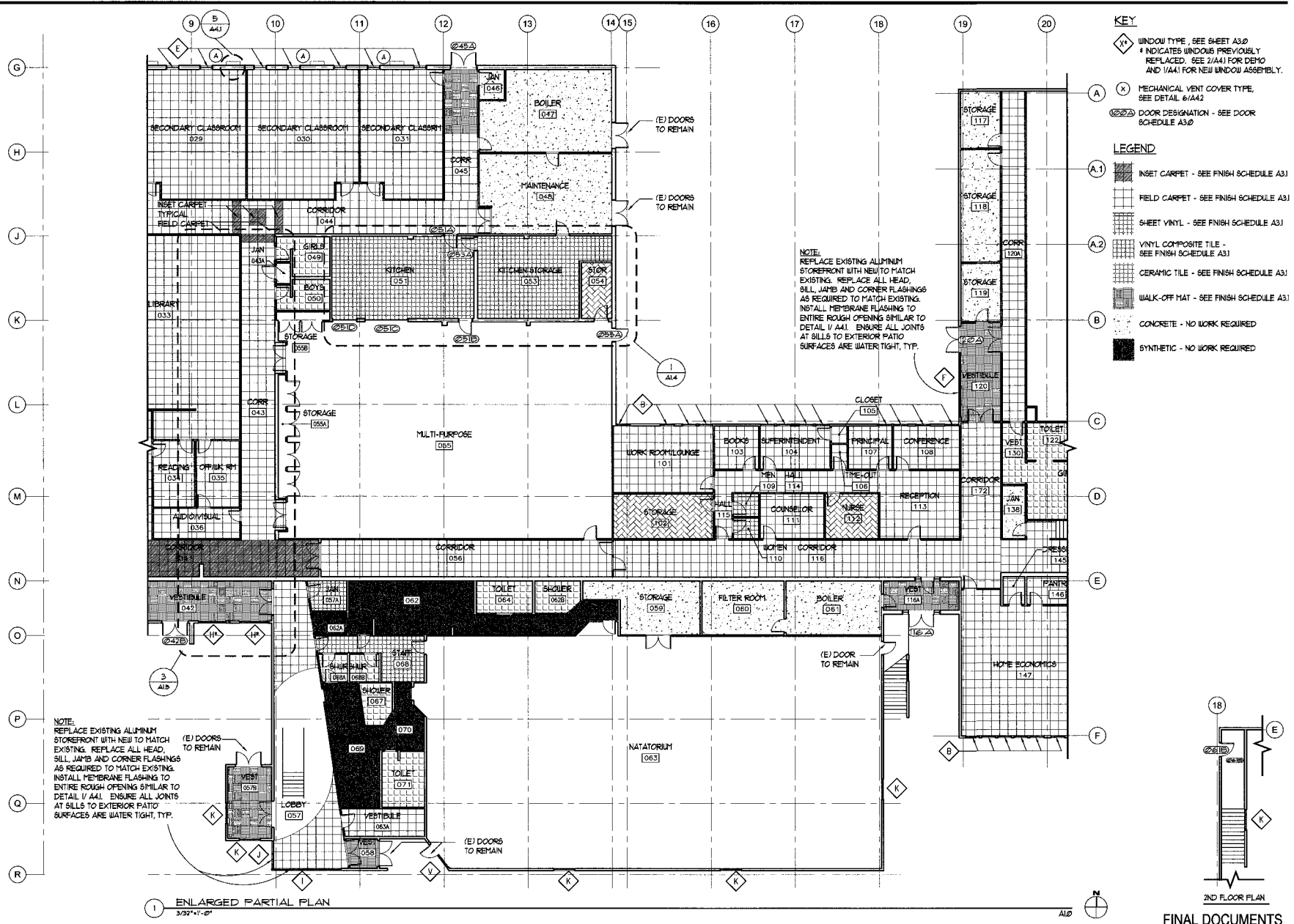
Unalaska, Alaska

NO.	REVISION	DATE

DESIGN: JRN CHECKED: CB
DATE: DECEMBER 12, 2008
PROJECT: FINAL DOCUMENTS
PROJECT NO.: 20717.03
DRAWING TITLE:
ENLARGED PARTIAL PLAN
SHEET NO.:

A1.1

1/23/07/2017 10:01 AM: S:\projects\1037\A1.2 - A1.2 - 12/05/06 - 1424



KUMIN ASSOCIATES, INC.
ARCHITECTS | PLANNERS | INTERIOR DESIGNERS
1907 272 8433
ANCHORAGE, ALASKA 99503
PHONE: 907.272.3733
FAX: 907.272.3733

UNALASKA HIGH SCHOOL IMPROVEMENTS
UNALASKA CITY SCHOOL DISTRICT
Unalaska, Alaska

NO.	REVISION	DATE

DESIGN: JRN CHECKED: CB
DATE: DECEMBER 12, 2008
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JOB NO: 20717.03
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SHEET NO:

A1.2

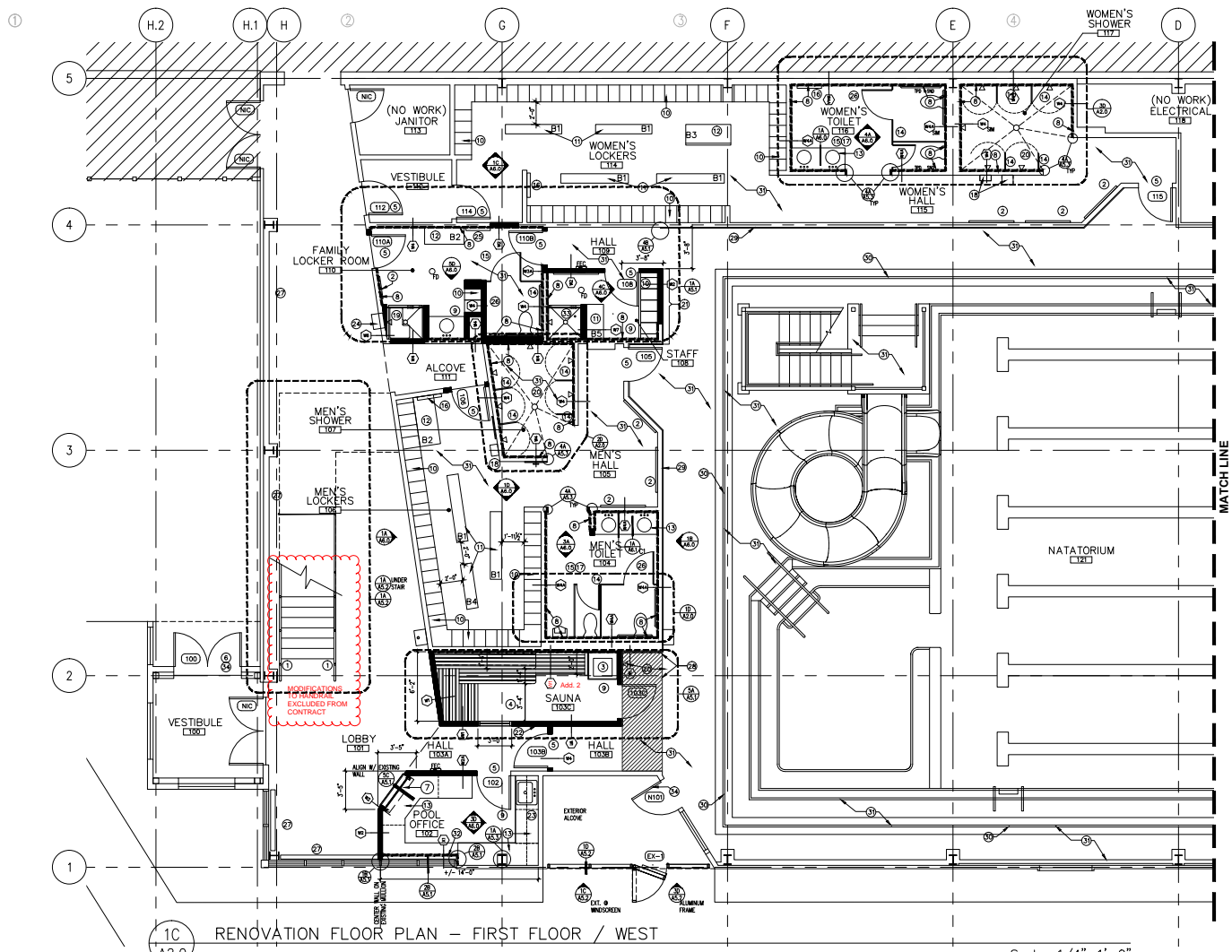
AQUATICS CENTER

(4) Photographs

Plan View







1C RENOVATION FLOOR PLAN - FIRST FLOOR / WEST

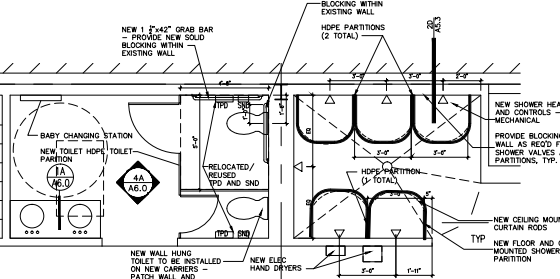
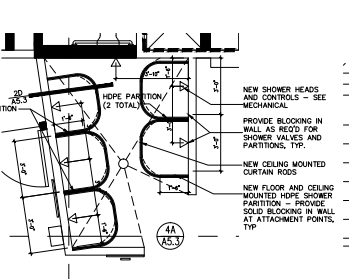
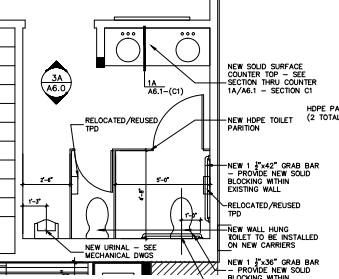
Scale: 1/4"=1'-0"

- ### GENERAL NOTES
- NOTE: GENERAL NOTES APPLY TO ALL AREAS/SPACES WITHIN THE SCOPE OF WORK UNLESS OTHERWISE NOTED
- REINSTALL ALL WALL CLOSERS AS DIRECTED BY OWNER.
 - PREPARE ALL FLOOR, WALL, AND CEILING SURFACES AS REQUIRED TO RECEIVE NEW FINISHES. SEE RENOVATION FINISH PLAN AND ROOM FINISH SCHEDULE.
 - PROVIDE NEW SUBSTRATES AS REQUIRED TO RECEIVE NEW FINISHES IN AREAS WHERE EXISTING SUBSTRATES WERE SCHEDULED FOR REMOVAL. SEE RENOVATION FINISH PLAN AND ROOM FINISH SCHEDULE.
 - PATCH, TEXTURE, AND PAINT ALL GIB WALLS AND CEILINGS THROUGHOUT AREAS/SPACES OF WORK, UNLESS OTHERWISE NOTED. MATCH EXISTING FINISH.
 - PROVIDE WALL CORNER PROTECTION PER SPECIFICATIONS.
 - ALL ACCESSORIES AND EQUIPMENT SCHEDULED FOR REUSE SHALL BE REINSTALLED TO MEET ALL ADA ACCESSIBILITY REQUIREMENTS.

- ### SHEET NOTES LEGEND
- EXISTING 3/4" HIGH SUBMERSED/ANODIZED ASSEMBLY TO REMAIN. SEE 1A/A6.2 AND ADDITIONAL DETAILS ON SHEET A6.2 REQUIRED TO INCREASE SUBMERGERS TO 4" AND ADD NEW HANDRAIL ON BOTH SIDES OF STAIR.
 - PROVIDE NEW WALL TONE/COAT HOOK RAILS.
 - RELOCATED SAUNA HEATER UNIT AND EXISTING WOOD GUARD ASSEMBLY - COORDINATE W/ ELECTRICAL.
 - PROVIDE NEW SAUNA COMPONENTS INCLUDING WALLS, BENCHES, CEILING, WINDOW, DOOR, ETC. PROVIDE COMPLETE PRE-MANUFACTURED SAUNA SYSTEM.
 - PROVIDE NEW FIBERGLASS DOORS, DOOR FRAMES, AND DOOR HARDWARE. SEE DOOR SCHEDULE.
 - PROVIDE NEW EXTERIOR FIBERGLASS ENTRY DOOR, FRAME AND HARDWARE.
 - RELOCATED ROLLING CLOSET DOOR ASSEMBLY.
 - PROVIDE NEW TILE BACKER BOARD FOR NEW CERAMIC WALL TILE - SEE RENOVATION FINISH PLAN.
 - PATCH/REPAIR CONCRETE IN ALL AREAS OF CONCRETE REMOVAL. PREPARE ALL CONCRETE AREAS FOR NEW FLOOR COATING SYSTEM. SEE RENOVATION FINISH PLAN AND ROOM FINISH SCHEDULE.
 - PROVIDE NEW LOCKERS PER RENOVATION PLAN AND INTERIOR ELEVATIONS.
 - PROVIDE NEW BENCH.
 - PROVIDE NEW ADA COMPLIANT BENCH.
 - PROVIDE NEW SOLID SURFACE COUNTERTOPS AND CABINETS PER RENOVATION PLAN AND INTERIOR ELEVATIONS.
 - PROVIDE NEW HIRE PARTITIONS PER RENOVATION PLAN AND INTERIOR ELEVATIONS. INSTALL BLOCKING AT ANCHOR POINTS.
 - PROVIDE NEW ADA COMPLIANT FIXTURES INCLUDING TOILETS, LAVATORIES, FOUNTAINS, SHOWERS, SHOWER SEAT AND GRAB BARS. INSTALL BLOCKING AS REQUIRED WITHIN WALL.
 - REINSTALL SALVAGED DIAPER CHANGING STATION.
 - REINSTALL SALVAGED TOILET ROOM ACCESSORIES INCLUDING PAPER TOWEL DISPENSERS, SOAP DISPENSERS, TOILET PAPER DISPENSERS, WASTE RECEPTACLES, ETC.
 - PROVIDE NEW HAND DRYER. (REFER TO ELECTRICAL).
 - PROVIDE NEW ADA COMPLIANT SHOWER UNIT INCLUDING FAUCET, DRAIN, ROLL AND CURTAIN, ETC. (REFER TO MECHANICAL. SLAB IS REQUIRED APPROXIMATELY 2" TO COMPLY WITH ACCESSIBILITY REQUIREMENTS - COORDINATE DIMENSIONS WITH SHOWER MANUFACTURER).
 - PROVIDE NEW SHOWER HEAD(S), CONTROL VALVES, AND TRIM. (REFER TO MECHANICAL).
 - PROVIDE NEW ACOUSTIC WALL PANELS TO MATCH EXISTING.
 - RELOCATED SLIDE SWITCH. (REFER TO ELECTRICAL).
 - NEW SINK. (REFER TO MECHANICAL).
 - NEW BAT DRYER 50M AND EQ. TO SUBMITTEE SINKSIDE WATER EXTRACTOR 150V UNIT - SEE MECHANICAL AND ELECTRICAL. PROVIDE BLOCKING, ELECTRICAL CONDUIT, AND WASTE AT NEW DRYER.
 - PROVIDE NEW WALL MOUNTED CHANGING TABLE - INSTALL SOLID BLOCKING IN WALL.
 - REMOVE AND INSTALL NEW TOILET ROOM ACCESSORIES INCLUDING PAPER TOWEL DISPENSERS, SOAP DISPENSERS, TOILET PAPER DISPENSERS, WASTE RECEPTACLES, ETC.
 - REFINISH AND REINSTALL RADIATOR COVERS.
 - BUILD UP DECK SURFACE TO MATCH SLOPE OF EXISTING FLOOR - EXTENDING INTO NEW SHOWER AREA.
 - EXISTING ACOUSTICAL WALL PANEL TO REMAIN.
 - INSTALL NEW DECK DRAIN PATCH DECK AND INSTALL NEW FLOOR COAT SYSTEM (SPEC 09705) (ALT 5)
 - NEW FLOOR COATING SYSTEM (SPEC 09705) - SEE SHEET A 2.5 FLOOR FINISH PLAN (ALT 5)
 - PROVIDE NEW 12"x12" ACCESS DOOR FOR TOX KICK HEATER VALVE - SEE MECHANICAL DRAWINGS.
 - PROVIDE NEW PRE-MANUFACTURED SHOWER STALL - COORDINATE DIMENSION WITH MANUFACTURER - INSTALL PER MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS - NON-ADA SHOWER.
 - ALT. 1 DOOR HARDWARE - SEE DOOR SCHEDULE.

- ### FLOOR PLAN LEGEND
- EXISTING WALL/ELEMENT TO REMAIN
 - NEW WALL - SEE WALL TYPES
 - NEW WALL FINISH AND NEW SUBSTRATE OVER EXISTING FRAMING - SEE WALL TYPES
 - APPROXIMATE AREA OF CONCRETE INFILL/REPAIR - SEE SHEET NOTES
 - FIRE EXTINGUISHER 24/100

Clarifications 4 & 5 to Alternate 5 relate to this sheet but there is not sufficient room to add notations (Add 4)



2D ENLARGED SHOWER PLAN

3D ENLARGED SHOWER PLAN

Scale: 3/8"=1'-0"



CITY OF UNALASKA - AQUATICS CENTER IMPROVEMENTS
55 EAST BROADWAY
UNALASKA, ALASKA

Drawn	Date
Checked	11/15/15
Job No.	1502

Revision	Date

Sheet Contents
RENOVATION PLAN
FIRST FLOOR - WEST
ENLARGED PLANS

Category	Sheet
A2	0

DATE: SEE CONTRACT DOCUMENT 17-7-27
FILE: SEE CONTRACT DOCUMENT 17-7-27



CITY OF UNALASKA - AQUATICS CENTER IMPROVEMENTS
55 EAST BROADWAY
UNALASKA, ALASKA

ADDENDA 4
1-22-2016

Drawn	Date
Checked	11/15/15
Job No.	1502

Sheet Contents

RENO PLAN
FIRST FLOOR, EAST

Category	Sheet
A2	1

GENERAL NOTES

- NOTE: GENERAL NOTES APPLY TO ALL AREAS/SPACES WITHIN THE SCOPE OF WORK UNLESS OTHERWISE NOTED
- REINSTALL ALL WALL CLOCKS AS DIRECTED BY OWNER.
 - PREPARE ALL FLOOR, WALL AND CEILING SURFACES AS REQUIRED TO RECEIVE NEW FINISHES. SEE RENOVATION FINISH PLAN AND ROOM FINISH SCHEDULE.
 - PROVIDE NEW SUBSTRATES AS REQUIRED TO RECEIVE NEW FINISHES IN AREAS WHERE EXISTING SUBSTRATES WERE SCHEDULED FOR REMOVAL. SEE RENOVATION FINISH PLAN AND ROOM FINISH SCHEDULE.
 - PATCH, TEXTURE, AND PAINT ALL CHD WALLS AND CEILINGS THROUGHOUT AREAS/SPACES OF WORK, UNLESS OTHERWISE NOTED. MATCH EXISTING FINISH.
 - PROVIDE WALL CORNER PROTECTION PER SPECIFICATIONS.
 - ALL ACCESSORIES AND EQUIPMENT SCHEDULED FOR REUSE SHALL BE REINSTALLED TO MEET ALL ADA ACCESSIBILITY REQUIREMENTS.
 - ICE MAKER TO BE OWNER FURNISHED / CONTRACTOR INSTALLED

SHEET NOTES LEGEND

- PATCH/REPAIR CONCRETE IN ALL AREAS OF CONCRETE REMOVAL. PREPARE ALL CONCRETE AREAS FOR NEW FLOOR COATING SYSTEM. SEE ROOM FINISH SCHEDULE.
- PROVIDE NEW TIMING SYSTEM DISPLAY BOARD. (REFER TO ELECTRICAL)
- INSTALL NEW DECK DRAIN ASSEMBLY IN NEW CONCRETE SETTING BED
- PATCH DECK AND INSTALL NEW POOL DECK SURFACE (SECTION 09400) (ALT. 5)
- INSTALL NEW POOL DECK SURFACE (SECTION 09700) (ALT. 5) - SEE SHEET A 2.5 FLOOR FINISH PLAN
- APPROXIMATE LOCATION OF EXISTING UNDERSLAB TRENCH DRAIN CONNECTION
- ALT. 1 DOOR HARDWARE - SEE DOOR SCHEDULE
- CORE HOLE IN POOL DECK AND INSTALL NEW STARTING BLOCKS, STARTING BLOCKS TO BE 5/8" AND EQUAL TO SPECTRUM GRIZZLEY STARTING BLOCK. MPFS 272025 - INSTALL PER MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS (6" TOTAL CENTER ON DIM LINE. CONFIRM FINAL POSITION WITH OWNER PRIOR TO CORE DRILLING HOLES)
- LOCATION OF NEW WALL MOUNTED TIMING SYSTEM. SUPPORTS TO BE DESIGNED BY CONTRACTOR - SUBMIT ENGINEERING CALCULATIONS FOR REVIEW - TOP OF TIMING BOX TO BE APPROXIMATELY 14" AFF.

Clarification 4: Bid Alternate 5

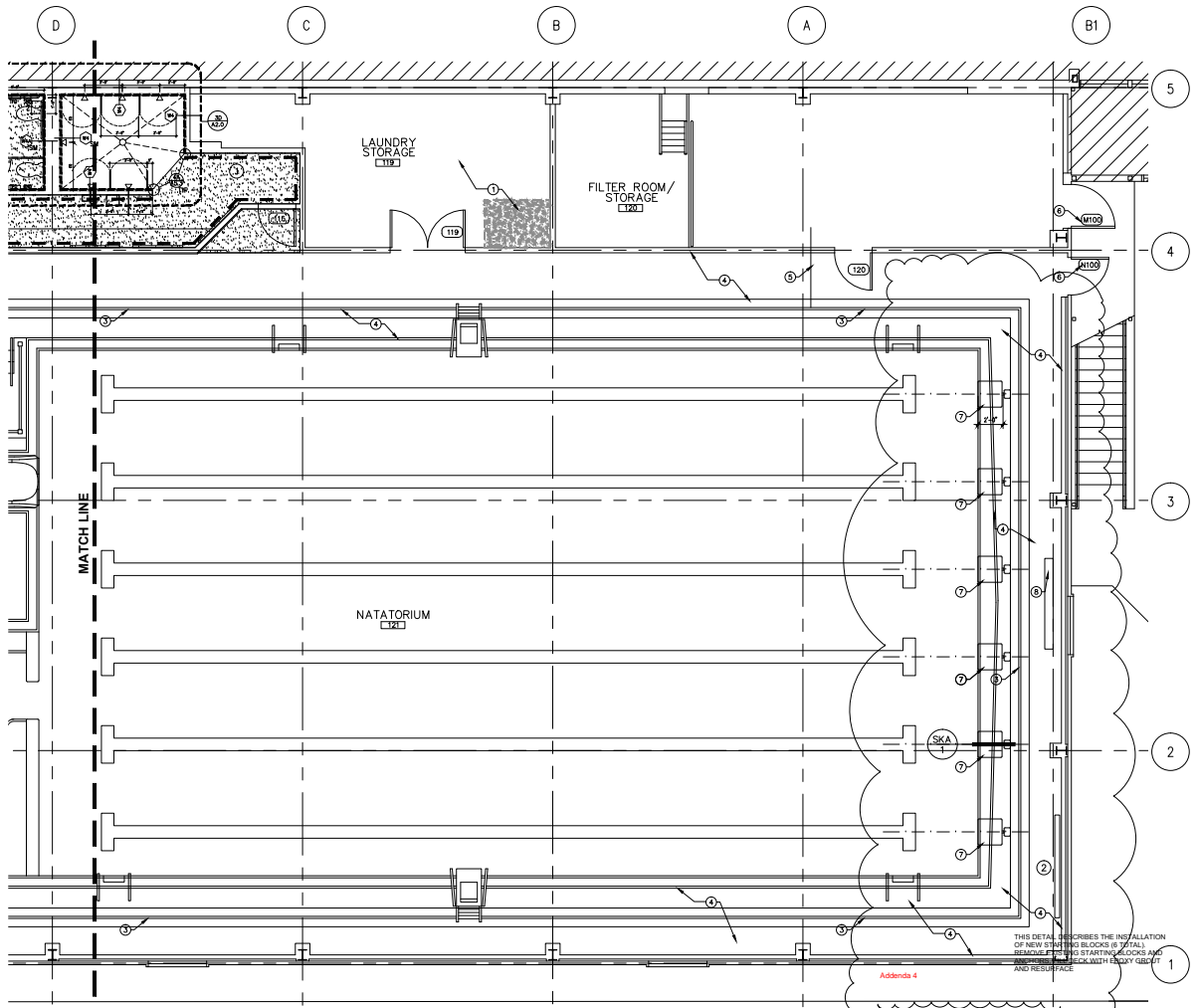
- Remove existing single piece, multi section, plastic deck drain to the extent noted on the drawings. This drain is to be replaced with a new 2 piece deck drain and tied into existing drainage system. The pool deck is to be patched and prepared for a new coating surface.
- The existing acrylic cementitious pool decking is to be removed down to the substrate. The existing concrete deck is to be patched and refinished and a new epoxy decking surface applied. The extent of the work is outlined on the bid documents and as further delineated in subsequent addenda. Specifically,
 - Addenda 2, Attachment 2e - Existing photographs with written description of work to be completed.
 - Addenda 2, Existing As-Built Drawing illustrating the as-built condition of the pool including existing penetrations into the deck, ladders, and other equipment to be removed and reinstalled by Contractor as part of the resurfacing effort. Notations written in red on these drawings further delineate work to be completed as part of Bid Alternate 5.

Clarification 5: Bid Alternate 5

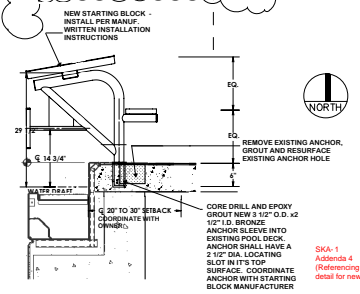
- There is work within the Natatorium not associated with Bid Alternate 5 and includes but is not necessarily limited to:
- Removal and replacement of Starting Blocks (Base Bid).
 - Installation of Timing System (Base Bid).
 - Patching and refinishing of floor associated with new shower, sauna, locker room, and office work (Base Bid).
 - Installation of Sound System (Bid Alt. 3).
 - Installation of Card Readers (Bid Alt. 1).
 - Misc. demolition and construction associated with Locker Room.
 - Replacement of some acoustical wall panels.
 - Replacement of trim.
 - Other miscellaneous mechanical and electrical work. (Add 4)

FLOOR PLAN LEGEND

- EXISTING WALL/ELEMENT TO REMAIN
- NEW WALL - SEE WALL TYPES
- NEW WALL FINISH AND NEW SUBSTRATE OVER EXISTING FRAMING - SEE WALL TYPES
- APPROXIMATE AREA OF CONCRETE INFILL/REPAIR - SEE SHEET NOTES
- FIRE EXTINGUISHER 2A:10BC



1 RENOVATION FLOOR PLAN - FIRST FLOOR / EAST
A2.1 Scale: 1/4"=1'-0"



SKA 1
Addenda 4
Referencing installation detail for new starting blocks

AGNES BEACH BUILDING

(6) Photographs

Plan View

Elevation View



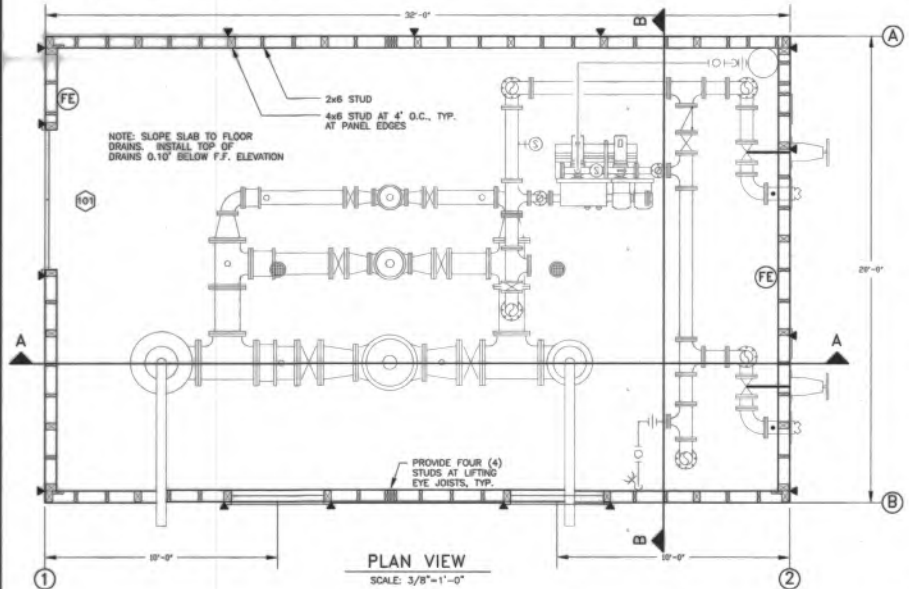




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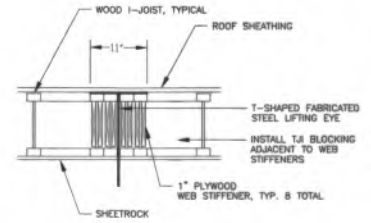
- (101) DOOR
- (A) GRID LINE
- ▲ STRUCTURAL HOLDDOWN, SIMPSON HD10A @ 4x6 STUDS, 7/8" SSB ANCHOR BOLT.
- (FE) FIRE EXTINGUISHER

REVISIONS			STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
No.	DATE	DESCRIPTION	ALASKA	STP-0310(005) 52930	2006	013.2	027

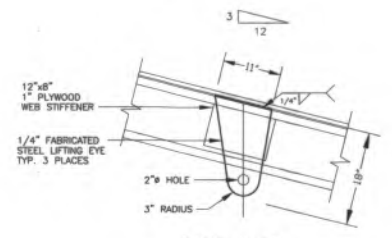


GENERAL NOTES:

1. ALL HARDWARE AND EXTERIOR FASTENERS SHALL BE HOT DIPPED GALVANIZED (HDG) UNLESS NOTED OTHERWISE.
2. SIDING SHALL BE FASTENED WITH 8d STAINLESS STEEL SCREWS. FASTEN EACH PIECE OF SIDING AT 16" O.C. AT STUDS/FURRING STRIPS.
3. NAIL WALL SHEATHING WITH 8d HOT-DIPPED GALVANIZED NAILS AT 4" O.C. EDGES, 12" O.C. FIELD. BLOCK ALL EDGES W/ 4x6'S.
4. INSTALL 4x6 STUDS AT ALL HOLDDOWN LOCATIONS. INSTALL SIMPSON HTS20 TWIST STRAP AT TOP AND BOTTOM OF ALL RAFTERS.
5. CONSTRUCT 4'-9"x4" CONCRETE STOOP AT DOUBLE DOORS. PROVIDE REINFORCING SIMILAR TO BUILDING SLAB. INSTALL (3) PIPE BOLLARDS TO MATCH DETAIL 1, SHEET 014.1. IN ADDITION, PROVIDE YELLOW POST SLARD PROTECTIVE SLEEVES OVER BOLLARDS WITH WHITE REFLECTIVE STRIPES AS MANUFACTURED BY ENCORE COMMERCIAL PRODUCTS, INC. CONSTRUCT 4'-6"x8" CONCRETE PAD UNDER FUEL TANK. PROVIDE REINFORCING SIMILAR TO BUILDING SLAB. PROVIDE SEISMIC HOLD DOWNS PER MECHANICAL REQUIREMENTS.
6. SEAL WATER PIPES THROUGH FLOOR WITH MODEL "C" LINK-SEAL MODULAR SEATS WITH CS MODEL NON-METALLIC SLEEVES.
7. 24" CONCRETE THRUST BLOCK SHALL HAVE A MINIMUM BASE AREA OF 24 SQ. FEET. 16" CONCRETE THRUST BLOCK SHALL HAVE A MINIMUM BASE AREA OF 16 SQ. FEET.
8. INSTALL (4) 8" DIAGONAL BARS AROUND ALL FLOOR PENETRATIONS.
9. LAP ALL REBARS A MINIMUM OF 24-INCHES. PROVIDE CORNER BARS AT ALL WALL JUNCTURES OF SAME SIZE AND SPACING AS HORIZONTAL BARS, MINIMUM 24-INCHES PER LEG.
10. BLOCK ALL EDGES ON ROOF SHEATHING WITHIN 4-FEET OF GRID LINES.
11. LEVELING COURSE SHALL MEET THE REQUIREMENTS FOR D-1 MATERIAL.
12. FURRING STRIPS SHALL BE MANUFACTURED FROM 3/4" NOM. TREATED PLYWOOD.



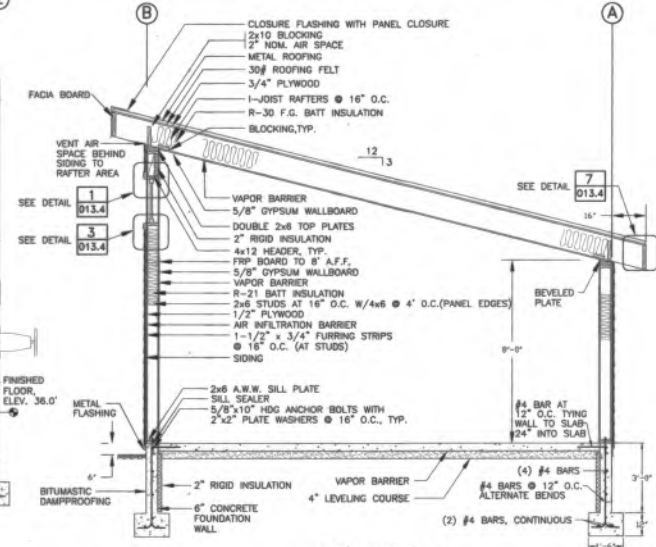
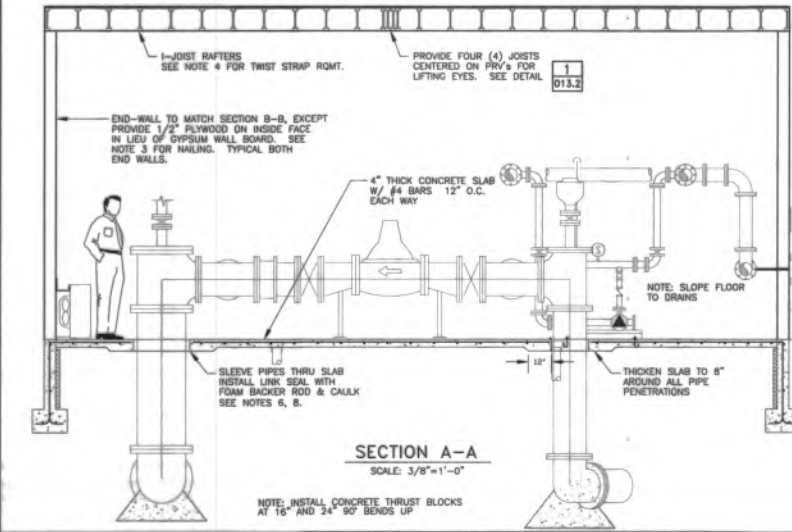
NOTE: NAIL WEB STIFFENERS PER DETAIL 9/013.4.



NOTE: LOCATE LIFTING EYES DIRECTLY OVER CENTERLINE PRV'S, TYPICAL THREE PLACES. RECESS PLYWOOD AT LIFTING EYES TO PROVIDE UNIFORM SURFACE PROFILE.

DETAIL - LIFTING EYE
SCALE: 1"=1'-0"

NOTE: SEE DETAILS 9 AND 10, SHEET 013.4, FOR REQUIREMENTS RELATED TO WEB STIFFENERS, BLOCKING, AND VENTILATION FOR 1-JOIST RAFTERS AT WALLS.

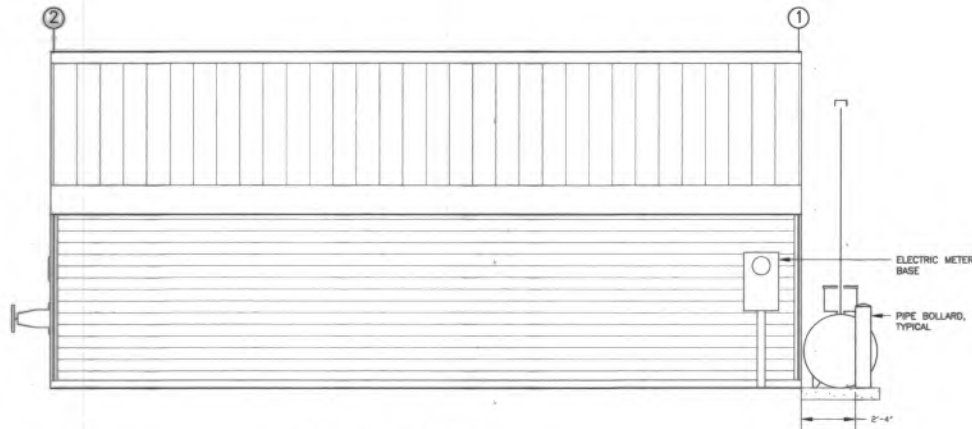


PLANS DEVELOPED BY:
REGAN ENGINEERING, P.C.

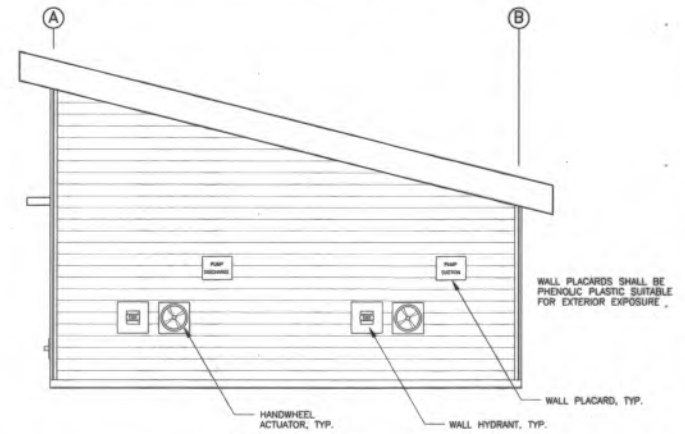
STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND
PUBLIC FACILITIES

UNALASKA:
SOUTH CHANNEL BRIDGE #1386
PRV FACILITY
PLAN AND SECTION

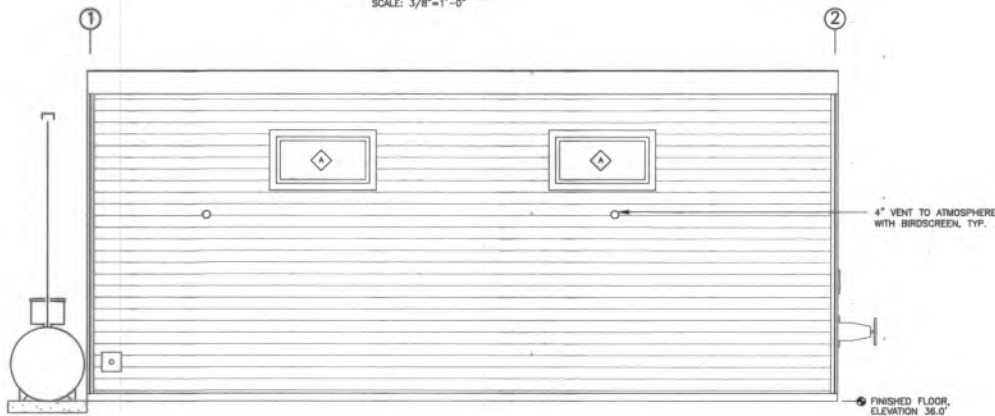
REVISIONS			STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
No.	DATE	DESCRIPTION	ALASKA	STP-0310(005) 52930	2006	013.3	027



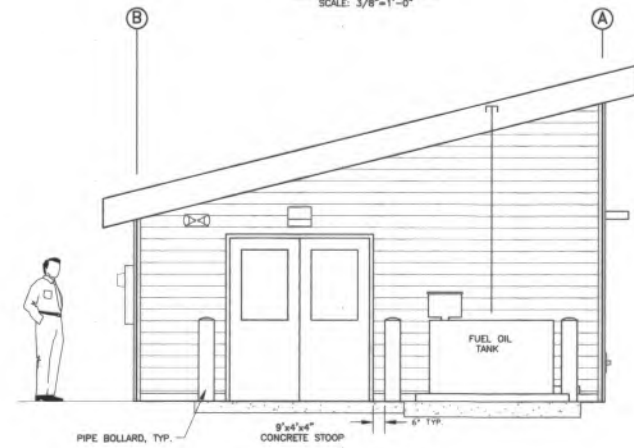
SOUTH ELEVATION
SCALE: 3/8"=1'-0"



WEST ELEVATION
SCALE: 3/8"=1'-0"



NORTH ELEVATION
SCALE: 3/8"=1'-0"



EAST ELEVATION
SCALE: 3/8"=1'-0"

PLANS DEVELOPED BY:
REGAN ENGINEERING, P.C.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND
PUBLIC FACILITIES
UNALASKA:
SOUTH CHANNEL BRIDGE #1386
PRV FACILITY
EXTERIOR ELEVATIONS

ATTACHMENT J
FY25-FY27 Annual Exterior Facility Painting Services

2027 PAINTING PROJECTS DETAILS

7. MUSEUM OF THE ALEUTIANS

- a. (12) Photographs
- b. Plan View
- c. Elevation View

8. BURMA ROAD CHAPEL

- a. (10) Photographs
- b. Plan View
- c. Elevation View

9. 4-PLEX HOUSING

- a. (4) Photographs
- b. Plan View

10. PUMP CONTROL HOUSE

- a. (6) Photographs
- b. Plan View

11. CARL E. MOSES WASTE OIL BUILDING

- a. (4) Photographs
- b. Plan View
- c. Elevation View

MUSEUM OF THE ALEUTIANS

(12) Photographs

Plan View

Elevation View





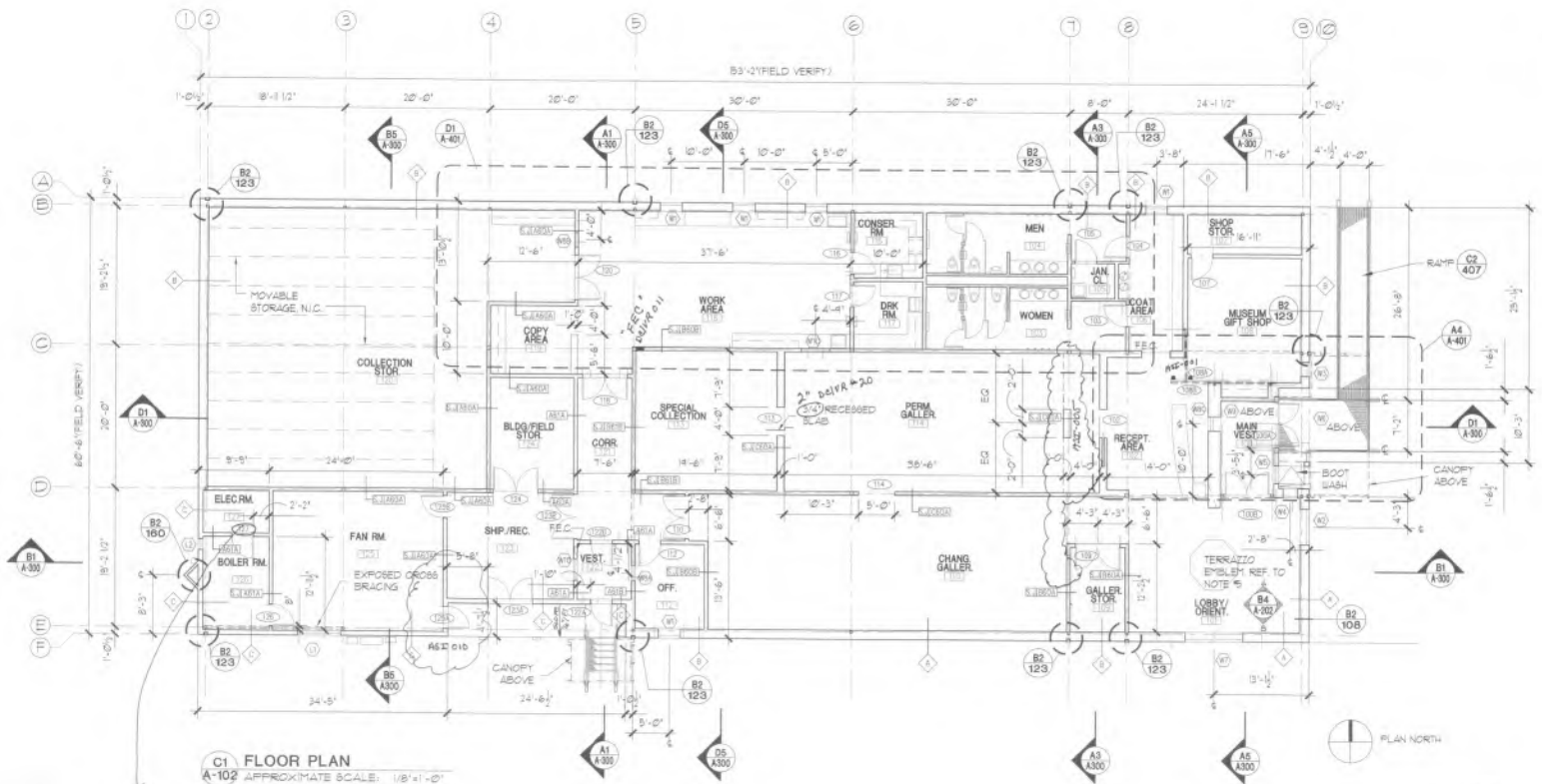








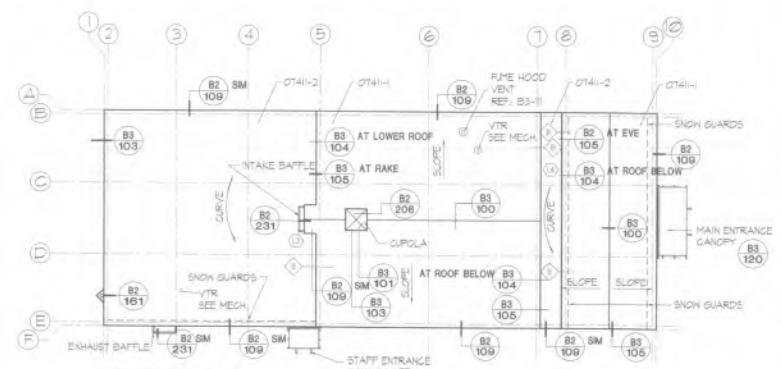
KEYNOTES
 0741-1 METAL ROOFING TYPE 1
 0741-2 METAL ROOFING TYPE 2
 (CURVE ROOF)



C1 FLOOR PLAN
 A-102 APPROXIMATE SCALE: 1/8"=1'-0"

Description: ASI-016

1. Show 12" Rys. Mechanical Room 127
 2. Show 12" Rys. Mechanical Room 127
 3. Show 12" Rys. Mechanical Room 127
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 97. Show 12" Rys. Mechanical Room 127
 98. Show 12" Rys. Mechanical Room 127
 99. Show 12" Rys. Mechanical Room 127
 100. Show 12" Rys. Mechanical Room 127



A4 ROOF PLAN
 A-102 APPROXIMATE SCALE: 1/16"=1'-0"

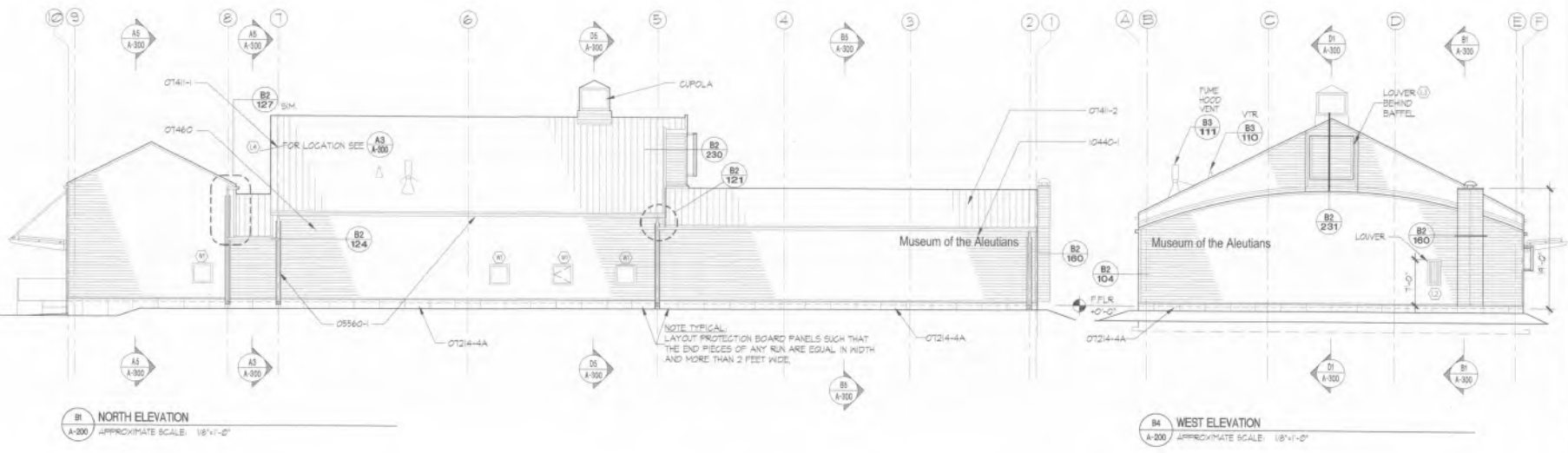
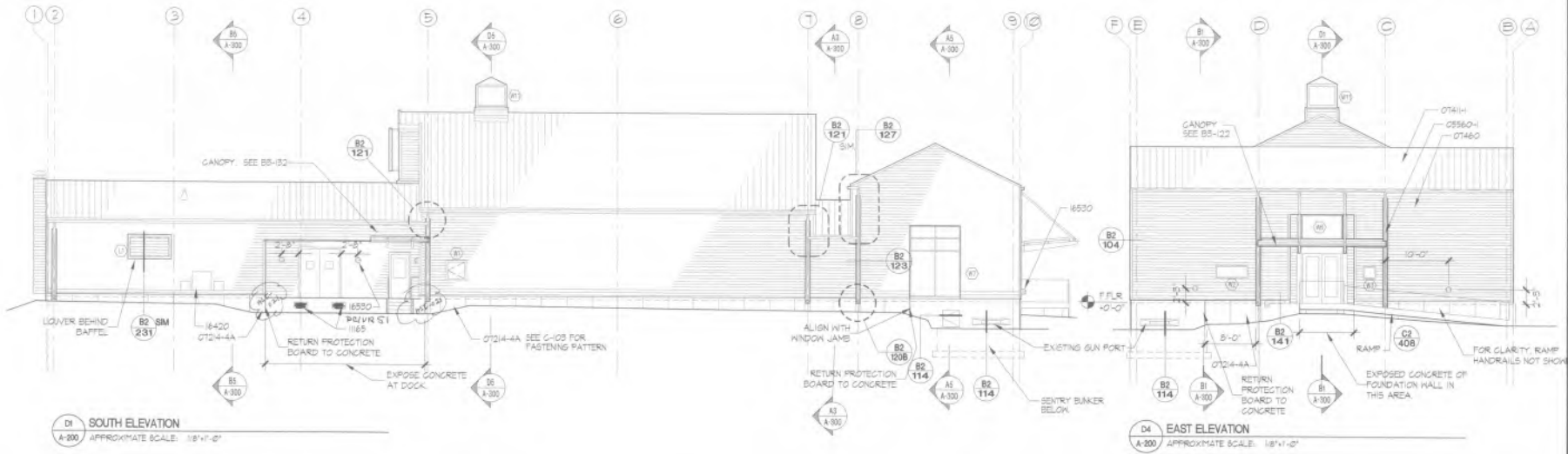
- NOTES:**
1. FIELD VERIFY EXISTING FOUNDATION DIMENSION AND EXISTING CONDITIONS
 2. CONTROL POINT FOR EXISTING FOUNDATION IS AT GRIDS A + I
 3. FINISH FLOOR IS EXPOSED CONCRETE UNLESS INDICATED
 4. FLOOR FROM DAMAGE DURING CONSTRUCTION
 5. COORDINATE WORK WITH MOVABLE STORAGE FOR INSTALLATION IN COLLECTION STORAGE #1 USE N.I.C.
 6. FINISHED BY CITY CONTRACTOR TO REPAIR COORDINATE INSTALLATION OF EMBLEYS WITH CITY CENTER TERRACE IN CENTER OF ROOF AND ALIGN EMBLEYS NORTH WITH BUILDING NORTH PATCH CONCRETE FLOOR AT EXISTING LOCATION OF EMBLEYS ONCE IT IS REMOVED
 7. REFER TO C-18 FOR PARTITION TYPE SYMBOL KEY
 8. REFER TO C-11 TO C-16 FOR PARTITION TYPES AND TYPICAL NON-STRUCTURAL PARTITION BRACKING
 9. DIMENSIONS ARE DIMENSIONED TO CENTERLINE UNLESS INDICATED OTHERWISE
 10. SEE UNIFORM SCHEDULE A-102 FOR HEIGHT FROM FINISHED FLOOR
 11. PARTITION SLOWS ON GRID LINES ARE CENTERED ON GRID LINES UNLESS INDICATED OTHERWISE
 12. WALL TYPE A SEE B2-100
 13. WALL TYPE B SEE B2-101
 14. WALL TYPE C SEE B2-102



AS1-001 SURFACE BOLT LOCATIONS
 SCALE: 1/8"=1'-0"
 LIVINGSTON STONE ARCHITECTS
 Museum of the Aleutians
 SK-1
 001

KEYNOTES

- 07460 -- ROOF
- 07461 -- METAL ROOFING SYSTEM TYPE 1
- 07463 -- METAL ROOFING SYSTEM TYPE 2 (GABLE ROOF)
- 07464 -- PROTECTION BOARD 1/2"
- 07467 -- ALUMINUM EXTERIOR DOOR/PROUT
- 07468 -- EXTERIOR SIGN
- 07469 -- DOCK BUMPER
- 07470 -- SEE ELECTRICAL DWG
- 07471 -- EXTERIOR LIGHT -- SEE ELECTRICAL DWG



City of Unalaska
MUSEUM OF THE ALEUTIANS
AS-BUILT
 Unalaska, Alaska



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PROJECT NO. 714.20
 DRAWN BY: HVO
 REVIEWED BY: HVO
 DATE: APRIL 10, 1999

TITLE
BUILDING ELEVATIONS

SHEET NO.
A-200

BURMA ROAD CHAPEL

(10) Photographs

Plan View

Elevation View





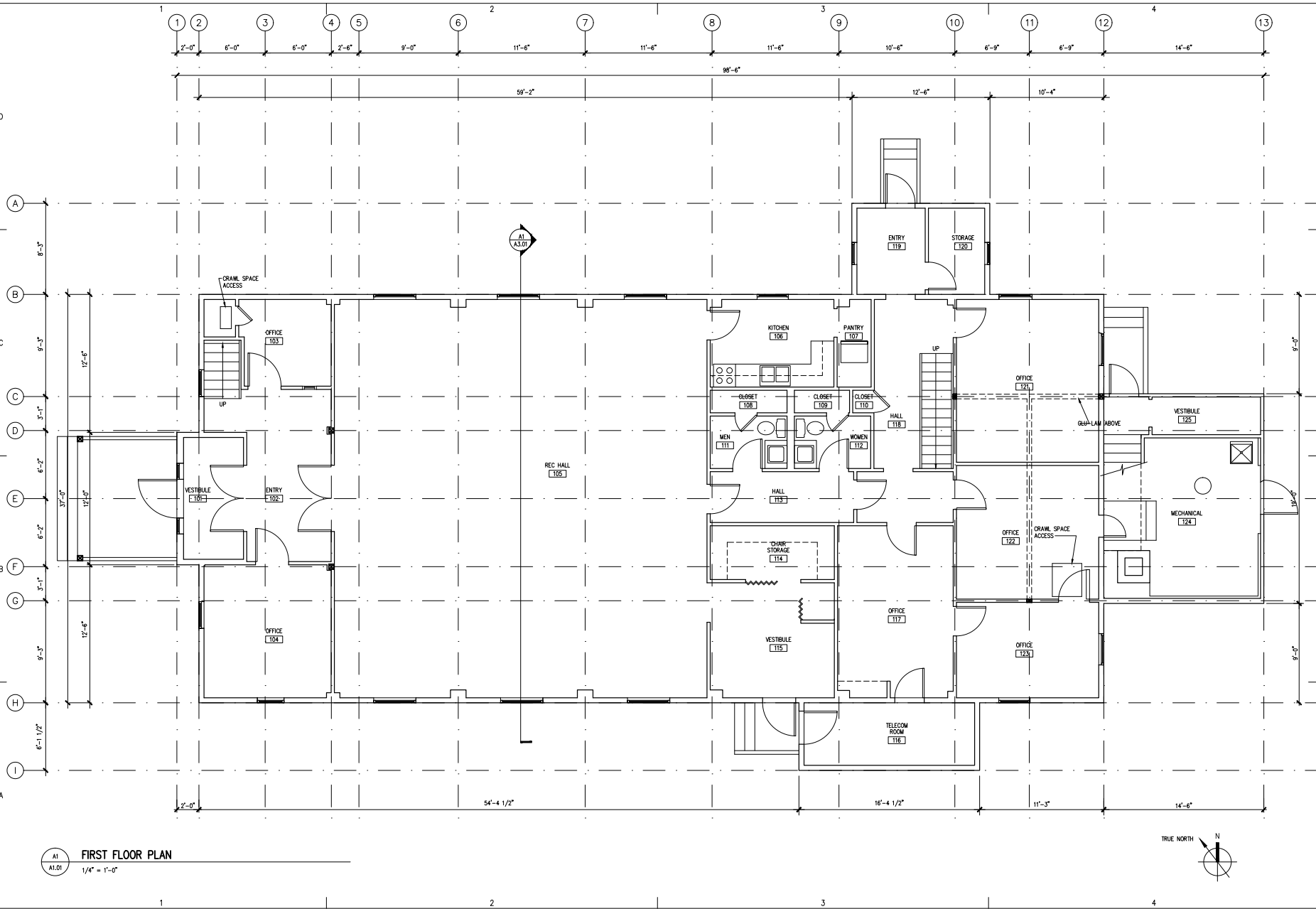






DRAWING FILE: A:\2011\11031.01 Burma road chapel as built for city of unalaska.dwg(11031.01 as.bld)

PLOT DATE: 9/26/2011 1:04 PM



A1 FIRST FLOOR PLAN
1/4" = 1'-0"

Architects Alaska, Inc.
www.architecturalaska.com
190 W. 5th Ave. Suite 403
Anchorage, Alaska 99501-5259
907.578.5567 • 907.577.1793 fax
191 E. Cassman Ave. Suite 303
Wasilla, Alaska 99566-7025
907.573.7503 • 907.576.3168 fax

**CITY OF UNALASKA
AS-BUILTS OF BURMA ROAD CHAPEL
UNALASKA, ALASKA**

Revisions		
No.	Description	Date

Drawn by WCB	Date 8/31/11
Checked AML	Job No. 11031.01

Sheet Contents
FIRST FLOOR PLAN

Category A	Sheet No. 1.01
----------------------	--------------------------

DRAWING FILE: W:\2011\11031.01 Burma road chapel.as built for city of unalaska.dwg\11031.01_02.01.dwg

D

C

B

A

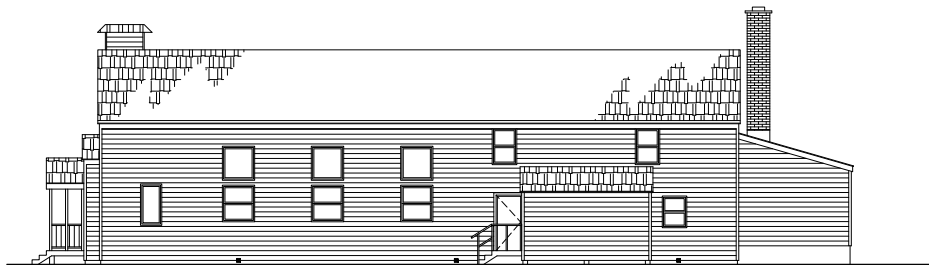
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C1 NORTH ELEVATION
A2.01 1/8" = 1'-0"



C3 WEST ELEVATION
A2.01 1/8" = 1'-0"



A1 SOUTH ELEVATION
A2.01 1/8" = 1'-0"



A3 EAST ELEVATION
A2.01 1/8" = 1'-0"



Architects Alaska, Inc.
www.architects-alaska.com
190 W. 5th Ave. Suite 403
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907.578.5567 • 907.577.1793 fax
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907.573.7503 • 907.576.3168 fax

CITY OF UNALASKA
AS-BUILTS OF BURMA ROAD CHAPEL
UNALASKA, ALASKA

Revisions		
No.	Description	Date

Drawn by wcb	Date 8/31/11
Checked AML	Job No. 11031.01

Sheet Contents
ELEVATIONS

Category A	Sheet No. 2.01
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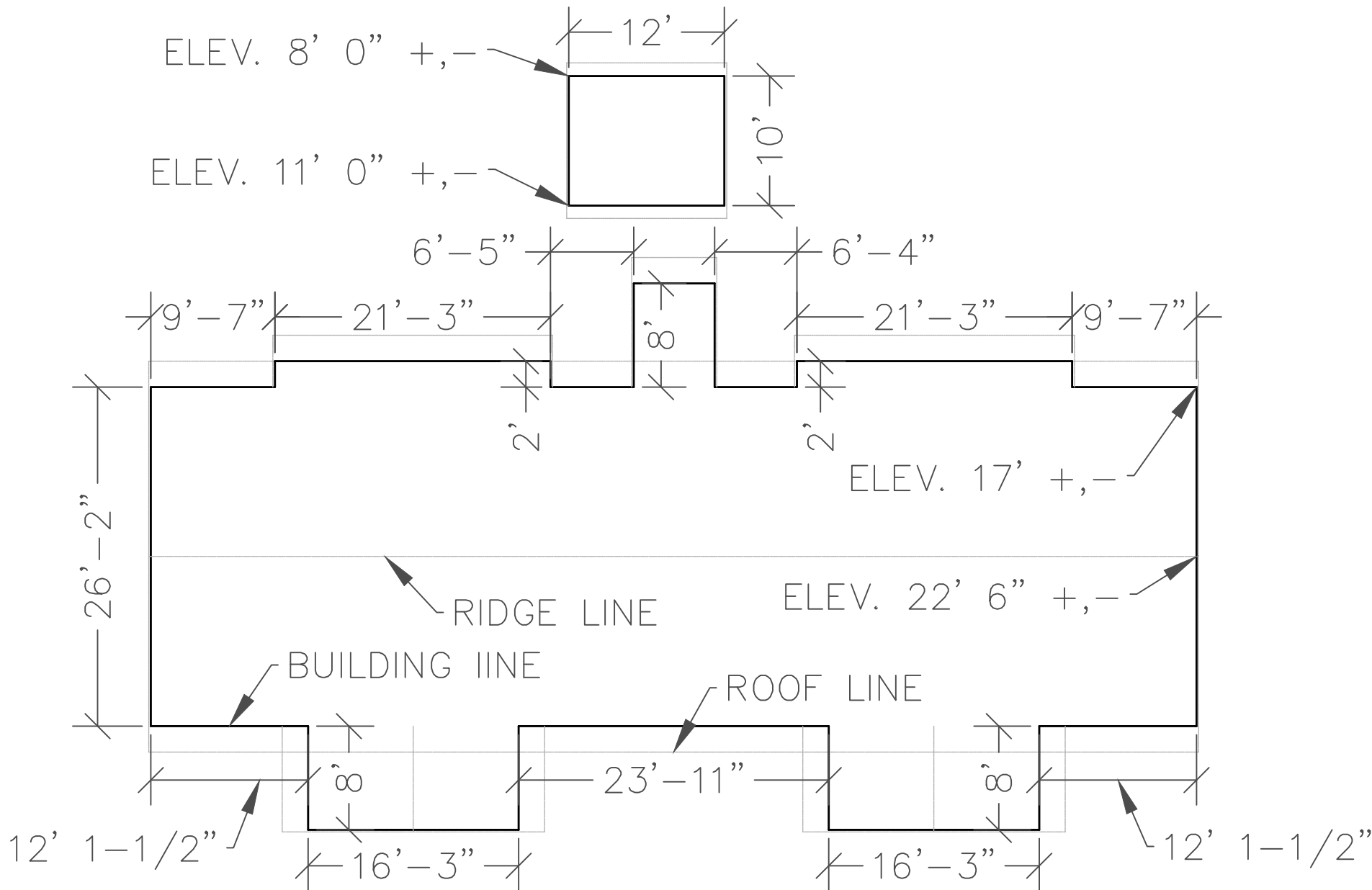
4-PLEX HOUSING

(4) Photographs

Plan View







4-PLEX FOOTPRINT/ROOF PLAN

Invitation to Bid
 FY25-FY27 Annual Exterior Facility Painting Services
 Attachments HIJ
 Page 74 of 84

CITY OF UNALASKA DEPARTMENT OF PUBLIC WORKS 1035 EAST BROADWAY, UNALASKA, AK 99685 PH. (907)581-1260 FX (907)581-2187	SCALE: 3/32" = 1' - 0"
	DWG NAME: 4PLEXFP
4-PLEX	DATE: 12/3/12
	PAGE: 1

PUMP CONTROL HOUSE

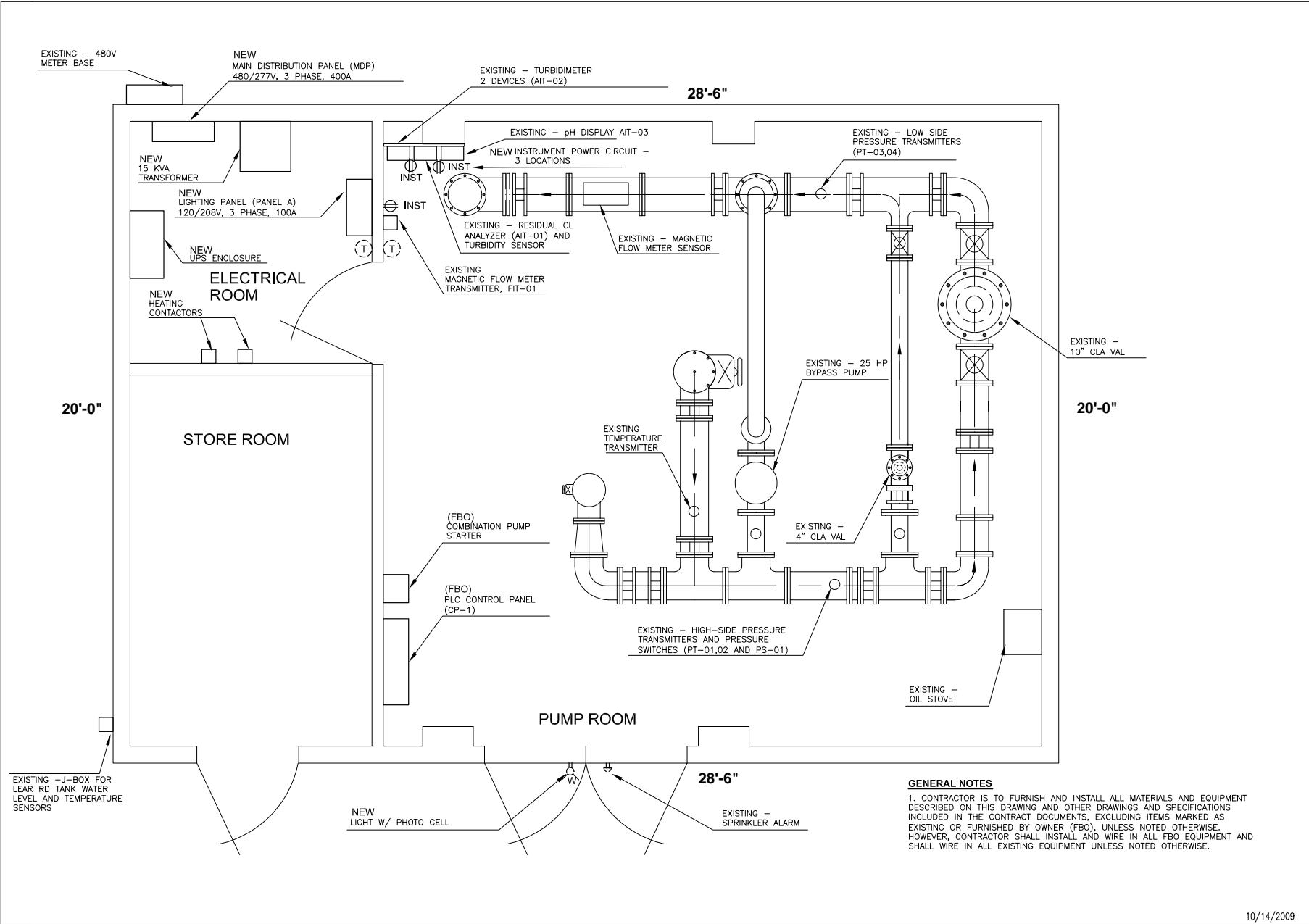
(6) Photographs

Plan View











GENERAL NOTES
 1. CONTRACTOR IS TO FURNISH AND INSTALL ALL MATERIALS AND EQUIPMENT DESCRIBED ON THIS DRAWING AND OTHER DRAWINGS AND SPECIFICATIONS INCLUDED IN THE CONTRACT DOCUMENTS, EXCLUDING ITEMS MARKED AS EXISTING OR FURNISHED BY OWNER (FBO), UNLESS NOTED OTHERWISE. HOWEVER, CONTRACTOR SHALL INSTALL AND WIRE IN ALL FBO EQUIPMENT AND SHALL WIRE IN ALL EXISTING EQUIPMENT UNLESS NOTED OTHERWISE.

UNALASKA PUMP CONTROL HOUSE ELECTRICAL UPGRADES	
CITY OF UNALASKA	
PROJECT NO. 207-07 DRAWING NO. 20707-EC03 SHEET 3 OF 8	DESIGNED BY: JCS DRAWN BY: JCS CHECKED BY: JCS DATE: 01/02/2009
	
	
ELECTRICAL UPGRADES FLOOR PLAN - POWER	
3100 Channel Dr., Ste. 210N Juneau, AK 99901 Phone: 907.586.8087 Fax: 907.586.4010	
SCALE: 3/8" = 1'-0"	
1) FOR SUBMITTAL - 09/16/2009 2) FOR CONSTRUCTION - 10/14/2009 3) 4) 5)	

10/14/2009

CARL E. MOSES WASTE OIL BUILDING

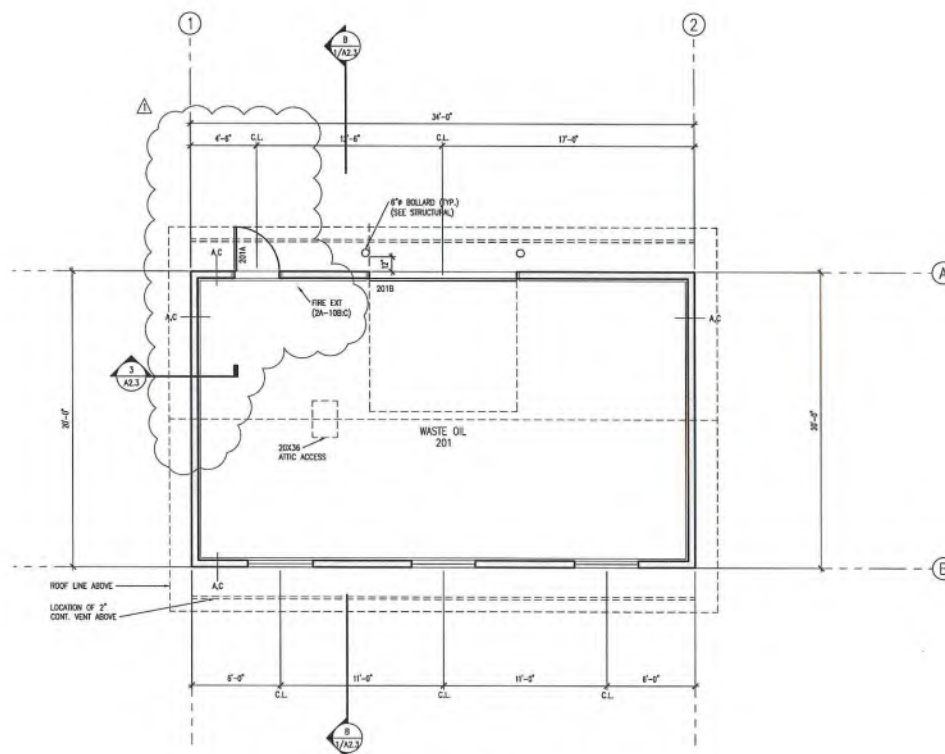
(4) Photographs

Plan View

Elevation View







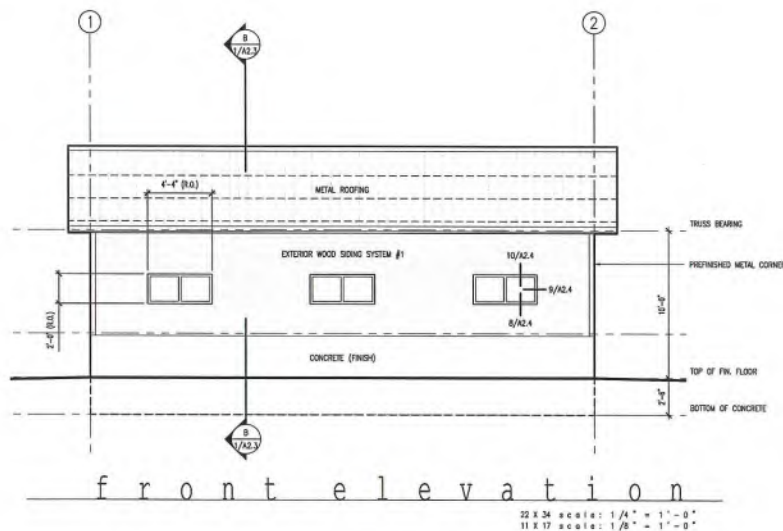
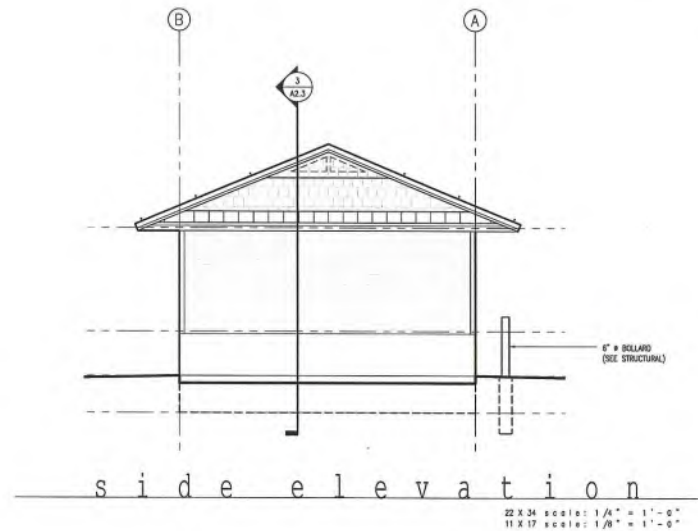
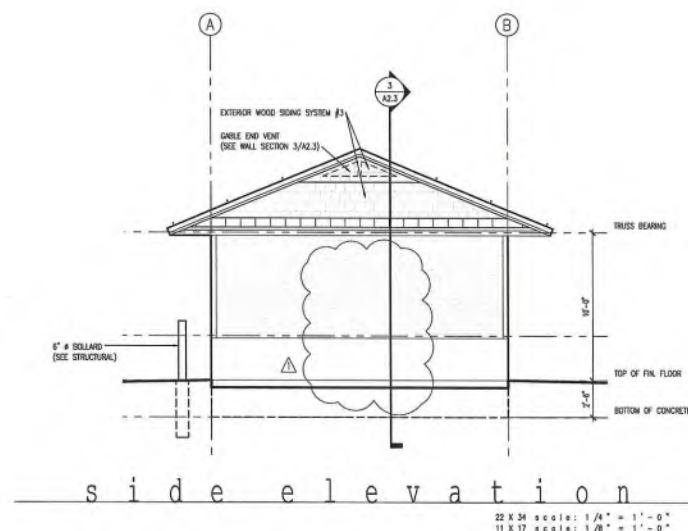
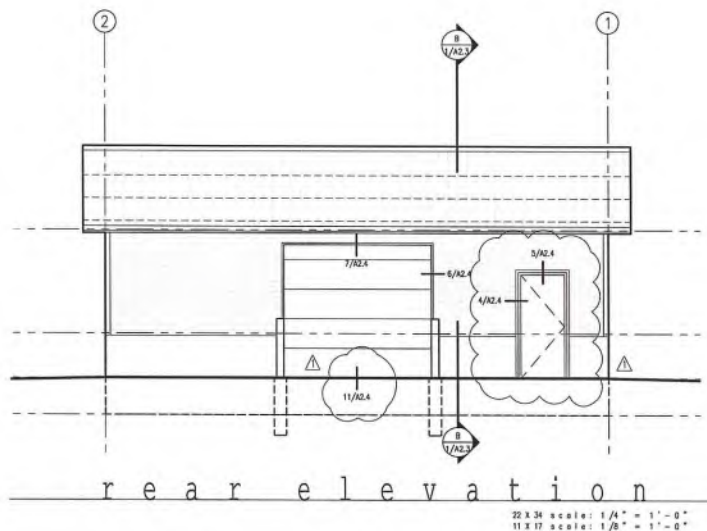
f l o o r p l a n

22 x 34 scale: 1/A" = 1'-0"
 11 x 17 scale: 1/B" = 1'-0"

WASTE OIL BUILDING
 PACIFIC PILE AND MARINE
 LAKEVIEW CONSTRUCTION
 CITY OF UNALASKA
 CARL E. MOSES HARBOR
 UNALASKA, ALASKA
 JOB NO. 2K1104
 61 NORTHARCHITECTS
 3400 SPENARD ROAD SUITE 12
 ANCHORAGE, ALASKA 99503

100% SUBMITTAL DATE: 02.21.11

A2.1



WASTE OIL BUILDING
 PACIFIC PILE AND MARINE
 LAKEVIEW CONSTRUCTION
 CITY OF UNALASKA
 CARL E. MOSES HARBOR
 UNALASKA, ALASKA
 JOB NO. 2K1104
 61 NORTHARCHITECTS
 3400 SPENARD ROAD SUITE 12
 ANCHORAGE, ALASKA 99503
 100% SUBMITTAL DATE: 02.21.11
A2.2