

CITY OF UNALASKA  
UNALASKA, ALASKA

RESOLUTION 2018-49

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NORTHERN ALASKA CONTRACTORS, LLC TO CONSTRUCT THE SEWER LIFT STATIONS #2 & #5 DISCHARGE PIPE REPLACEMENT PROJECT IN THE AMOUNT OF \$338,000

WHEREAS, the Sewer Lift Stations #2 & #5 Discharge Pipe Replacement Project is an approved component of the City of Unalaska Capital & Major Maintenance Program; and

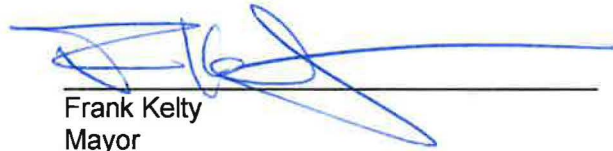
WHEREAS, Staff advertised for bids to construct the Project and received one bid; and

WHEREAS, Northern Alaska Contractors, LLC, an experienced construction firm, submitted a bid for the work that has been deemed fair and reasonable; and

WHEREAS, funding is available in the Capital Project budget to award the work.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Unalaska, Alaska, authorizes the City Manager to enter into an Agreement with NORTHERN ALASKA CONTRACTORS, LLC, to construct the Sewer Lift Stations #2 & #5 Discharge Pipe Replacement Project for \$338,000.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on July 10, 2018.



Frank Kelty  
Mayor

ATTEST:



Marjie Veeder  
City Clerk



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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Dan Winters, Director of Public Utilities  
Through: Thomas Thomas, City Manager  
Date: July 10, 2018  
Re: Resolution 2018-49, a Resolution of the Unalaska City Council Authorizing the City Manager to enter into an Agreement with Northern Alaska Contractors, LLC for the construction of Sewer Lift Stations 2 & 5 Discharge Pipe Project for \$338,000

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**SUMMARY:** Resolution 2018-49 will authorize the City Manager to enter into an Agreement with Northern Alaska Contractors, LLC for the construction of Sewer Lift Stations 2 & 5 Discharge Pipe Project for \$338,000.

**PREVIOUS COUNCIL ACTION:** This project was originally funded via the FY2017 Capital Budget Ordinance 2016-12, adopted May 24, 2016, at \$122,250. Additional funding in the amount of \$300,000 was provided via the FY2019 Capital Budget Ordinance 2018-04, adopted May 22, 2018.

**BACKGROUND:** The discharge piping and valves at Sewer Lift Stations #2 and #5 have been exposed to extremely harsh environmental conditions for almost 30 years. Routine maintenance has discovered corrosion problems that will lead to major fail events if not addressed soon. Staff proposed a Capital Project to correct the deficiencies, prepared bid ready documents and advertised the work for thirty days. One bid was received for the work, from Northern Alaska Contractors, LLC (NAC) but the bid exceeded the available budget. Additional funding was requested and received via the FY19 CMMP, and NAC has agreed to honor their bid of \$338,000 dated June 13, 2017, for the work.

**DISCUSSION:** This project has been postponed while additional funding was obtained and fortunately no major maintenance issues have come up during this time. Now that funding is in place and the contractor has agreed to honor their original bid, we are ready to award the construction and fix the issues at these Sewer Lift Stations before we do experience a failure event. Staff believes the bid for the work is fair and reasonable, and the contractor is very familiar with working on the Collection System.

**ALTERNATIVES:** Council could direct Staff to re-bid the work. Staff does not believe this would be of benefit to the City as the likelihood of both a failure event and increased costs for the work are great.

**FINANCIAL IMPLICATIONS:** The Project's budget, MUNIS Project WW17C, is funded at \$417,242 and is able to support the work.

**LEGAL:** N/A

**STAFF RECOMMENDATION:** Staff recommends awarding the work to NAC for \$338,000.

**PROPOSED MOTION:** I move to approve Resolution 2018-49.

**CITY MANAGER COMMENTS:**

**ATTACHMENTS:** Bid Tabulation, Form of Agreement

**BID PROPOSAL**  
 City of Unalaska  
**SEWAGE LIFT STATIONS 2 & 5 DISCHARGE PIPE REPLACEMENT**

ITEM NO.	EST. QUANT.	DESCRIPTION ( Write Unit Bid Price in Words)	UNIT PRICE
1	All	Replace Piping and Valves, Pump Station 2 <u>ONE HUNDRED SIXTY-NINE THOUSAND DOLLARS</u> _____ per lump sum	\$169,000
2	All	Replace Piping and Valves, Pump Station 5 <u>ONE HUNDRED SIXTY-NINE THOUSAND DOLLARS</u> _____ per lump sum	\$169,000

Total Bid Price: \$338,000

Total Bid Price (in words): THREE HUNDRED THIRTY-EIGHT THOUSAND DOLLARS

Bidding Company: NORTHERN ALASKA CONTRACTORS, LLC

Name (Printed): GLENN OLSON

Signature:  Date: 06/13/2017

Contractors License No. CONE30560 Business License No. STATE: 307254, COU: 1676

**Section 00300  
BID FORM**

To: **City of Unalaska, Department of Public Works**

Address: **P.O. Box 610, Unalaska, Alaska 99685**

Project Identification: **City of Unalaska LIFT STATIONS 2 AND 5 DISCHARGE PIPE REPLACEMENT**

DEFINITIONS

The terms used in this Bid which are defined in the General Conditions and Instructions to Bidders included as part of the Contract Documents are used with the same meaning in this Bid.

BIDDERS DECLARATION AND UNDERSTANDING

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

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that Bidder has examined copies of all the Bidding Documents.

Bidder has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, general nature of work to be performed by Owner or others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents, and all local conditions and all federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

Bidder has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

Bidder has correlated information known to Bidder and the results of all such observations, examinations, investigations, explorations, tests, and studies with the Contract Documents.

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

**BID FORM**

00300-9

### CONTRACT EXECUTION AND BONDS

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and City of Unalaska business license and other documents required by the Bidding Requirements within 10 days after the date of Owner's Notice of Award.

### CERTIFICATE OF INSURANCE

Bidder agrees to furnish the City, before commencing any Physical Work related to this Contract and as required elsewhere, the certificates of insurance as specified in these Documents.

Bidder further agrees that the amount stated herein includes specific consideration for the insurance coverages, including contractual liability, specified in the Contract Documents.

### CONTRACT COMPLETION TIME

Bidder agrees that the work will be completed and ready for final payment in accordance with the number of calendar days or completion date indicated in the Agreement.

### LIQUIDATED DAMAGES

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the times specified in the Agreement.

### ADDENDA

The Bidder hereby acknowledges that it has received Addenda No's \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that its Bid(s) includes all impacts resulting from said addenda.

### SALES AND USE TAXES

The Bidder agrees that all sales and use taxes are included in the stated bid prices for the work, unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.

### **BID FORM**

### SUBCONTRACTORS

The Bidder further agrees that if the bid is the apparent low bid, he shall submit, within 5 days after the bid opening, a listing of subcontracting firms or businesses that will be awarded subcontracts for work in excess of \$5,000 and a copy of the City of Unalaska business license for the Contractor and each Subcontractor.

### BID TABULATION AND SUMMARY

The Bidder further proposes to accept, as full payment for work proposed herein, the amount computed under provisions of the Contract Documents and based on the following Bid amounts, it being expressly understood that the unit quantities of work shown on the plans is independent of the exact quantities involved. The Bidder agrees that the bid amount represent(s) a true measure of the labor and materials required to furnish, install, or provide the item of Work, including all allowances for overhead and profit. The amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

Bidder agrees to perform all of the work described in the Documents including the specifications, special provisions, and as generally shown on the plans for the prices stated in the Bid Schedules. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. Bidder understands that the Owner reserves the right to pick and choose what bid items will be constructed as part of this work, recognizing that Mobilization and Demobilization will be common to the remaining items of Work.

City of Unalaska  
**LIFT STATIONS 2 AND 5 DISCHARGE PIPE REPLACEMENT**

BIDDER

If the Bidder is awarded a construction Contract on this Proposal, the surety who provides the Performance Bond and Payment Bond will be HARTFORD FIRE INSURANCE COMPANY

\_\_\_\_\_ whose address is \_\_\_\_\_

2233 112TH AVE NE , BELLEVUE ,

Street

City

WA 98004 ,

State

Zip

BIDDER

An Individual

By

\_\_\_\_\_(SEAL)  
(Individual's name)

doing business as

Business  
address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_


Email address: \_\_\_\_\_



A Partnership

By NORTHERN ALASKA CONTRACTORS, LLC (SEAL)

(Firm name)

  
\_\_\_\_\_

(general partner)

Business address: PO BOX 810, UNALASKA, AK 99685

Phone No.: (907) 581-1512

Fax No.: (907) 581-4671

Email address: NORTHERNMECHANICAL@GMAIL.COM

A Corporation

By \_\_\_\_\_

(Corporation name)

\_\_\_\_\_

(state of incorporation)

By \_\_\_\_\_

(name of person authorized to sign)

\_\_\_\_\_

(Title)

(Corporate Seal)

Attest \_\_\_\_\_

(Secretary)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email address: \_\_\_\_\_

**BID FORM**

00300-13

A Joint Venture

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

Phone Number and Address for receipt of official communications

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email address: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**SUBMITTED** on  MAY 2 , 2017.

License #: C0NE30560  
Effective: 02/22/2017  
Expires: 12/31/2018

# STATE OF ALASKA

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

## Regulation of Construction Contractors and Home Inspectors

Licensee: **NORTHERN ALASKA CONTRACTORS LLC**

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

Status: **Active**

Doing Business As: **NORTHERN ALASKA CONTRACTORS LLC**

Commissioner: Chris Hladick

### Relationships

RelationType	License #	LicenseType	Owners/Entities	Names/DBA
No relationships found				

### Designations

Type	Group
No designations found.	

### Wallet Card

State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors NORTHERN ALASKA CONTRACTORS LLC DBA: NORTHERN ALASKA CONTRACTORS LLC As General Contractor Without Residential Contractor Endorsement		
License C0NE30560	Effective 02/22/2017	Expires 12/31/2018

NORTHERN ALASKA CONTRACTORS LLC  
3610 MERE CIRCLE  
ANCHORAGE, AK 99502

Alaska Business License #

307254

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business and Professional Licensing

P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

**NORTHERN ALASKA CONTRACTORS, LLC**

3610 MERE CIR. ANCHORAGE AK 99502

owned by

NORTHERN ALASKA CONTRACTORS, LLC

is licensed by the department to conduct business for the period

December 13, 2016 through December 31, 2018

for the following line of business:

23 - Construction



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

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

Chris Hladick

**CITY OF UNALASKA**

P.O. BOX 610 UNALASKA, ALASKA 99685 (907)581-1251

No: 1676

**Municipal Business License**

Pursuant to Unalaska City Code Section 9.04.010 this authorizes

NORTHERN ALASKA CONTRACTORS, LLC

3610 MERE CIRCLE

ANCHORAGE AK 99502

to operate a business in Unalaska, Alaska for 2017

*Issuance of a Municipal Business License does not imply expertise or qualifications to conduct a trade or business, nor imply compliance with Federal or State licensing requirements*

  
\_\_\_\_\_  
City Clerk's Office

1/24/2017

\_\_\_\_\_  
Date

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that

Northern Alaska Contractors, LLC

(Name of Contractor)

P.O. Box 810, Unalaska, AK 99685

(Address of Contractor)

as Principal, hereinafter called Principal, and

Hartford Fire Insurance Company

(Name of Surety)

2233 112th Avenue NE, Bellevue, WA 98004

(Address of Surety)

a corporation duly organized under the laws of the State of ~~Alaska~~ <sup>Connecticut</sup> as Surety, hereinafter called Surety, are held and firmly bound unto

City of Unalaska

(Name of Owner)

PO Box 610, Unalaska, Alaska 99685

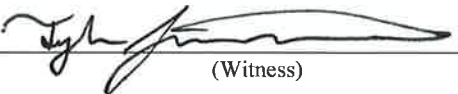
(Address of Owner)


as Oblige, hereinafter called Oblige, in the sum of Five Percent (5%) of Total Amount Bid----- Dollars, (\$ ----- 5% -----) 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 Principal has submitted a bid for the City of Unalaska **LIFT STATIONS 2 AND 5 DISCHARGE PIPE REPLACEMENT** located in Unalaska, Alaska.

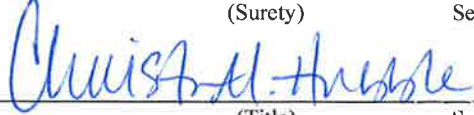
NOW THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 13th day of June 2017

  
(Witness)

Northern Alaska Contractors, LLC  
(Principal) Seal  
  
MEMBER (Title) Seal

  
(Witness)

Hartford Fire Insurance Company  
(Surety) Seal  
  
(Title) Seal  
Christin M. Hubble, Attorney-in-Fact

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza  
Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 52-815037

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Christin M. Hubble, David L. Eckroth, Marie I. Matetich, Hillary A. Jacques, Sandy L. Boswell, Jennifer L. Schultz of Anchorage AK, Jill A. Boyle, John R. Claeys, Scott Fisher, Deanna M. French, Elizabeth R. Hahn, Roger Kaltenbach, Ronald J. Lange, Susan B. Larson, Scott McGilvray, Mindee Rankin, Jana M. Roy, Guy P. Armfield of BELLEVUE, Washington

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

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2017.

Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

# **STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2018, by and between the **CITY OF UNALASKA** (hereinafter called "OWNER") and **NORTHERN ALASKA CONTRACTORS, LLC** (hereinafter called "CONTRACTOR").

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

## **Article 1. WORK**

**CONTRACTOR** shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

The work will include, but not be limited to, furnishing all plant, labor, tools, equipment, and materials and performing all operations in connection with the **Sewer Lift Stations #2 & #5 Discharge Pipe Replacement Project**. The work consists of replacing the piping, valves and appurtenances inside two wastewater pump station wet wells as detailed in the plan sheets issued for bid.

1. Project Location: Delta Way, City of Unalaska
2. Owner: City of Unalaska, Department of Public Utilities

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

- Construction Drawings (Plan Sheets)
- Technical Specifications
- Agreement
- Invitation to Bid
- Instructions to Bidders
- Bid Forms
- Performance Bond
- Payment Bond
- General Conditions
- Supplementary Conditions
- Change Orders which may be delivered or issued after the Effective Date of the Agreement and not attached hereto.

## **Article 2. CONTRACT TIME**

2.1 The CONTRACTOR is allowed **90 calendar days** from the date indicated in the Notice to Proceed for final completion of this project.

2.2 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 include, but are not limited to, increased expenses associated with management, contract administration, maintaining utility service, lost efficiency in the movement of City employees and materials, impacts to public health associated with



sewage, loss of efficiency and impacts to local businesses, and general inconvenience to the public. They also recognize the delays, expense, and difficulties involved in proving in a legal 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 Two Hundred Fifty Dollars (\$250.00) for each day that expires after the time specified above for completion and readiness for final payment.

### **Article 3. CONTRACT PRICE**

- 3.1 The OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents an amount equal to the sum of the Lump Sum prices for each separately identified and selected bid item (herein referred to as the "Contract Sum").
- 3.2 The Contract sum is based upon the Bid Items which are set forth in the Contract Documents and which are hereby accepted by the OWNER. The Contract Sum is agreed to be \$338,000 (Three Hundred Thirty Eight Thousand Dollars).

### **Article 4. PAYMENT PROCEDURES**

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.

- 4.1 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.
  - 4.1.1 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 and the Supplemental Conditions.
    - a. Ninety percent of work completed.
    - b. Once 50 percent of the 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, as long as the character and progress of the work remain satisfactory to them, there will be no additional retainage on account of work completed; in which case, the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the work completed.
  - 4.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Contract Price, less such amounts as the OWNER shall determine, or the OWNER may withhold, in accordance with Article 13 of the General Conditions.

4.2 Final Payment. Upon final completion and acceptance of the work in accordance with the General Conditions; Affidavit of Payment of Debts and Claims; 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 5. INTEREST ON RETAINAGE**

All retainage shall bear interest at the rate required by AS 36.90.250, if applicable.

#### **Article 6. CONTRACTOR'S REPRESENTATIONS**

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

6.1 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.

6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance, or furnishing of the work as CONTRACTOR considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.

6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.4 of the General Conditions.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given the OWNER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the OWNER is acceptable to CONTRACTOR.

**Article 7. MISCELLANEOUS**

- 7.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 7.2 The CONTRACTOR shall submit the Performance Bond, Labor and Material Payment Bonds, and Certification of Insurance and City of Unalaska business licenses and all Subcontractor City of Unalaska business licenses as required by the Contract Documents, prior to commencement of the Work. The Performance and Material Payment Bonds shall be in the amount of 100% of the contract bid price. **All Work shall be performed in accordance with the Laborers' and Mechanics' Minimum Rates of Pay as required by Title 36 AS 36.05 & AS 36.10 published by the Alaska Department of Labor.**
- 7.3 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.
- 7.4 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.

CONTRACTOR

CITY OF UNALASKA, ALASKA

By: \_\_\_\_\_  
 Glenn Olson, Member & General Partner  
 State of Alaska )  
 ) ss.  
 Third Judicial District )

By: \_\_\_\_\_  
 Thomas Thomas, City Manager  
 State of Alaska )  
 ) ss.  
 Third Judicial District )

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by Glenn Olson, Member and General Partner of Northern Alaska Contractors, LLC, an Alaska Corporation, on behalf of the corporation.

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by Thomas Thomas, City Manager for the City of Unalaska, a First Class Alaska Municipal Corporation, on behalf of the City of Unalaska.

\_\_\_\_\_  
 Notary Public, State of Alaska  
 My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
 Notary Public, State of Alaska  
 My Commission Expires \_\_\_\_\_