

Addendum No. 5

Owner: City of Unalaska

Project: **SEWAGE LIFT STATION #3 FORCE MAIN REPLACEMENT (FM)**
DELTA WAY STORM DRAIN (SD)
DPW Project No. 11503-01

Date: April 30, 2014

Please acknowledge receipt of this Addendum No. 5 in the appropriate blanks on the bid form.

The following corrections, changes, additions, deletions, revisions, and/or clarifications are hereby made a part of the contract documents for the **SEWAGE LIFT STATION #3 FORCE MAIN REPLACEMENT (FM) / DELTA WAY STORM DRAIN (SD)**. In case of conflicts between this Addendum and previously issued documents, this Addendum shall take precedence.

Item 1: PROJECT MANUAL, Section 00800 SUPPLEMENTARY CONDITIONS;

Add the following:

SC-10 ARTICLE 4 – LANDS AND PHYSICAL CONDITIONS

Item 4.1 *Availability of Lands*, add the following at the end of the first paragraph:

The Contractor shall sign and date the Delta Western, Inc. EMPLOYER'S WAIVER AND RELEASE OF LIABILITY prior to accessing the monitoring wells located on Delta Western property. The attached release is incorporated into and becomes a part of the Contract Documents. A fully executed copy of the release shall be furnished to the Project Manager prior to the start of Work.

End of Addendum No. 5

Attachment: Delta Western Release

EMPLOYER'S

WAIVER & RELEASE OF LIABILITY

Relating to the Use and Right to Enter Upon the Premises at Dutch Harbor, Alaska

As a condition to enter upon and use Delta Western's premises located at Dutch Harbor, we expressly agree to the terms below:

Our Company/Organization understands that this waiver & release is intended to protect Delta Western, Inc., and its affiliates (including Delta Western, Inc., and its parent companies; North Star Petroleum, Inc., Saltchuk Resources, Inc.; and any of those companies' employees, owners, directors, agents, affiliates, contractors, successors, heirs and/or assigns (collectively, hereinafter "**Delta Western**")) from any lawsuits, claims, or damage arising from our company/organization's, company's employees', agents', customers', or guests' (collectively, hereinafter "**our agents**") use of the premises.

By signing this waiver & release, our Company agrees to relieve Delta Western from any and all liability arising from our agents' use of the premises, and to indemnify Delta Western for damages. Therefore, our Company hereby agrees to indemnify (including reasonable attorney fees), and hold harmless Delta Western for damages or losses arising from or related to our agents' use of the premises, to the extent of its negligent acts or omissions and/or its gross or willful misconduct. "Use of the premises" shall be defined broadly and includes, but is not limited to: entry upon and into, occupation of, working on and in, and visiting Delta Western's real property and improvements thereon located at Dutch Harbor, Alaska.

As a company, we freely and fully relieve Delta Western of all liability for any losses arising from or related to our agents' use of the premises. I represent that I am a duly authorized agent of my company with the authority to sign this waiver & release of liability.

Print Company Name

Date

Print Name/Title

Signature