

CONTRACT

Contract Name or No. ARCC-21-S24N4W

Date of Contract: July 28, 1965

NAME AND ADDRESS OF CONTRACTOR:

Don H. Clark & Son Construction
Box 4-1392
Anchorage, Alaska

Check appropriate box:

- Individual
 Partnership
 Corporation

STATE OF ALASKA

AGENT: Director, Alaska Division of Lands
344 Sixth Avenue
Anchorage, Alaska

Contract for (Work to be performed): **Grading and drainage of approximately 2590 linear feet of State Land Access Roads in Benka Lake, Alaska Subdivision, said access road being called Lakeview Drive as shown and described on the attached plat which constitutes a part of the contract. Said access road all being situated in Section 9, T24N, R4W, S.M., Alaska. The road bed will be shaped from gravel materials in place, with cuts and fills being balanced by (cont. other side)**

Proposed Schedules:

August 15, 1965 completion date.

Amount of Contract (Express in words and figures): **Eight Hundred Twenty and no/100 Dollars in Land Credit Certificates. Lump sum payment for work as described.**

THIS CONTRACT, entered into this date by the STATE OF ALASKA, represented through its authorized agent, the Director of the Alaska Division of Lands executing this contract, and the individual, partnership or corporation named above, hereinafter called the Contractor, WITNESSETH, that the parties hereto do mutually agree as follows:

Under the terms of this contract, the contractor shall agree to indemnify and save harmless, the Commissioner, the Director, and the officers and employees of the Department of Natural Resources, and the Division of Lands, from all suits actions or claims of any character brought because of injuries or the operations of said contractor, or on account of, or in consequence of any neglect in safeguarding the work, or because of any claims, or amounts recovered from any infringements or patent, trademark, or Alaska Workmen's Compensation Act, or through the ordinance or decree. The contractor's responsibility shall continue until the work shall have been fully completed and accepted.

The contractor shall use extreme caution not to disturb, remove, or destroy any surveyed lot corners (wood stakes) and/or brass cap monuments during any of the construction operations outlined in this contract. Under the terms of this contract, the contractor agrees to replace at his expense any lot corners or brass cap monuments which are disturbed, removed, or destroyed through his neglect or carelessness.

Statement of Work: The contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated above in strict accordance with the contract specifications, drawings, and conditions, all

of which are hereby incorporated by reference and made a part hereof as though fully set out herein.

Work shall be started in accordance with Notice to Proceed.

Time being of the essence, work shall be completed on or before August 15, 1965.

The forgoing contract is in due form according to law, and is hereby approved.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date entered on the first page hereof.

STATE OF ALASKA

CONTRACTOR

By: E. Mathis
Acting Director, Division of Lands

Don H. Clark & Son Construction
By: D. Craig Clark
Name of Contractor PARTNER

Attest: [Signature]

Attest: Harry M. Campbell, Jr.

Work to be performed cont.: the contractor to assure a smooth, uniform roadway. The finished roadbed shall be a minimum of 18 feet in width, with a minimum crown of 0.50 feet. A grade turn around will be constructed as shown on the attached plat with an adequate radius to allow traffic to traverse without undue motion. Said turn around shall also be extended in smooth surface to the edge of the lake so as to form a launching ramp for boats. All backslopes shall be graded to a uniform shape as shown on the attached plat. Payment will be made following an inspection by the Engineering Branch and acceptance by the Director, Division of Lands.