

ALASKA COURT SYSTEM (ACS)
Nesbett Courthouse Carpet Replacement
Project #ANC-C-16-0012

Issue ITB Date: September 6, 2016

Project Address: Nesbett Courthouse
825 W. 5th Avenue
Anchorage, Alaska

Submittal Address: Alaska Court System
Attn: Facilities Dept. – Dawn Molina
820 West 4th Avenue
Anchorage, AK 99501
Fax: 907-264-8296
Email: dmolina@akcourts.us

Response Due Date: September 27, 2016 @ 9:00 AM

Pre Bid Meeting and Site Inspection Date: The pre bid meeting and site inspection for this project will be held September 16, 2016 at 9:00 AM. It is recommended but not mandatory. Meet in the public lobby of the Nesbett Courthouse, 825 W. 5th Avenue, Anchorage, AK. All questions, concerns, or clarifications regarding the project must be emailed to Dawn Molina at dmolina@akcourts.us. Please keep in mind that an oral response to a question at the site inspection is not binding on the ACS. After the site inspection the ACS will distribute to all prospective bidders an addendum listing the questions asked and the court system's official responses. The cut-off date for contractor questions is 3 calendar days before the bid Date.

Questions: Dawn Molina, Leasing & Contracts Manager
Office: 264-8284 Email: dmolina@akcourts.us

Please submit on the form below a total cost quote for the Work as specified. Receipt of your Bid must be no later than the "Response Due Date" noted above.

To be considered, the submitted Bid must include the following information, properly completed and executed. Bid documents must be submitted to the location listed above, either mailed, hand delivered, scanned and e-mailed, or faxed to the number/address provided. Specify project name and response due date and time on quote. Bids not including all of the items noted below may be rejected:

- A. The Bid Schedule and acknowledgment of any addenda that may be issued. (Bids may be submitted on photocopied forms.) Bid Schedule must be fully completed, including bid amounts for Basic Bid, any Alternate Bids listed, and other required information. **Bid Form sheets include Pages 7, 8, and 9 of this ITB only**
- B. Valid Alaska Business License Number or photocopy of application for same under AS.08.18.
- C. Bidder's Contractor Registration Number under AS.08.18.
- D. Bid Security. See Section 00100, Paragraph 10, and Section 00410 for form of bid bond. Bid security must accompany a bid if the total bid, including base bid and alternates, exceeds \$100,000.

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Index of Attachments to this ITB:

Specifications:

- Section 00100 – Instruction to Bidders
- Section 00300 – Bid Schedule
- Section 00410 - Bid Bond
- Section 00510 – Agreement Between Owner and Contractor
- Section 00700 – General Conditions
- Section 01010 – Summary of Work
- Section 01740.1 - Certificate of Substantial Completion form
- Section 01740.2 - Affidavit of Payment of Debts and Claims and Release of Liens Section
- Section 01740.3 - Warranty of Work form
- Certificate of Compliance
- Background Check Form
- Section 09680 – Carpet
- InterfaceFlor Installation Instructions
- Photos of Work Areas

Drawings/Sketches/PDF's:

- Floor plans Basement, 1st thru 6th floors

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SECTION 00100 – INSTRUCTIONS TO BIDDERS

1. **DEFINITIONS:** Wherever 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.

Bid is the response submitted by a Bidder.

Bidder is defined as the respondent to the ITB.

Contract Documents - The Contract form, Addenda, the bidding requirements and Contractor's Bid the bonds, the Conditions of the Contract and all other Contract requirements, the Specifications, and the Drawings Furnished by the Owner 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.

Day is a calendar day. Unless noted otherwise.

Owner is the Alaska Court System, sometimes referred to as the "court system" or "ACS".

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.

2. **PROCUREMENT GUIDELINES:** This procurement is issued under the ACS Procurement Guidelines, adopted by the administrative director of the ACS effective September 25, 2013. Copies of the Procurement Guidelines are available without charge from the Anchorage Court System, Procurement Office, 820 4th Ave, Anchorage, Alaska 99501, telephone 264-8226. In case of conflict between this document and the ACS Procurement Guidelines, the ACS Procurement Guidelines shall prevail.
3. **AVAILABILITY OF CONTRACT DOCUMENTS:** Contract Documents are available in electronic format from Dawn Molina, Leasing & Contracts Manager at dmolina@akcourts.us or at 907-264-8284.
4. **INFORMATION AVAILABLE TO BIDDERS:** The following information is available for hard copy review in Anchorage at the Alaska Court System Facilities Office, 820 W. 4th Ave. To schedule a review time in Anchorage, call Dawn Molina at 264-8284.
- A. Nesbett Courthouse Record Drawings dated July 15, 1996
 - B. InterfaceFlor Installation Instructions – also attached to the end of Section 09680
5. **AMENDMENT, EXTENSION, OR CANCELLATION:** The ACS may amend, extend, or cancel this ITB as provided in the Procurement Guidelines.
6. **COMPLETENESS OF CONTRACT DOCUMENTS:** The submission of a bid is a representation that the Bidder has examined the Contract Documents to make certain that all sheets and pages were provided, that the Bidder has examined the Property/Facility where the work will be performed, that the Bidder is knowledgeable as to the conditions to be encountered in performing the Work, and that the Bidder understands the work to be performed.
7. **TIMELINESS OF BID:** The cut-off date for contractor questions is 3 calendar days before the bid Date. It is the responsibility of the Bidder to ensure that the Bid and any Bid modifications are received by the Contracting Officer before the scheduled bid opening time. Late bids, including bids mis-delivered to other

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ACS divisions, shall not be accepted.

8. **RESPONSIVENESS OF BIDS:** Bids with minor informalities shall be considered responsive and accepted if the Contracting Officer determines that acceptance is in the best interest of the ACS. Minor informalities are matters of form rather than substance, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. Unbalanced bids (bids that do not reasonably allocate prices among the various bid items) will be rejected as nonresponsive if the unbalance is detrimental to the ACS.
9. **REJECTION OF BIDS:** The ACS may reject any and all bids. A bid shall be rejected if it does not conform in all material respects to the requirements of the ITB or is otherwise determined to be non-responsive.
10. **DOCUMENTS REQUIRED FOR BID:** Bidders must submit the items described on the first page of this solicitation properly completed and executed no later than the Bid Response Due Date and Time. Bids not including all of the items listed on the first page of this solicitation may be rejected.

Bid Security. ACS requires a bid guaranty in the amount of 5% of the bid amount (including base bid and all alternate bids) if the bid amount exceeds \$100,000.

- A. Bids amounts that exceed \$100,000 shall be accompanied by bid security in the form of an acceptable bond issued by a surety company, certified check, cashier's check or money order made payable to the Alaska Court System (State of Alaska). The penal sum of the bond may be expressed as a dollar amount equal to 5% of the bid amount, or as "5% of the attached bid." The surety of a bid bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. This bid security shall be held until a firm contract is executed. If the successful bidder fails to enter into a contract, this bid security shall be forfeited to the Alaska Court System. Award may be made to the next lowest responsive and responsible bidder. After final award of bid, all bid security shall be returned to the unsuccessful bidders. By submission of bid security and signature on the bid schedule, the successful bidder acknowledges and agrees to the conditions of this Invitation to Bid. See Section 00410 for form of bid bond.
11. **RESPONSIBILITY REQUIREMENT:** A bid shall be awarded only to a responsible Bidder, who has the capability in all respects to perform fully the contract requirements and has the integrity and reliability which shall assure good faith performance. A Bidder shall be declared non-responsive and the bid shall be rejected when:
- A. The Bidder is in arrears on taxes due the State;
- B. The Bidder has failed to perform satisfactorily on a previous contract with ACS, other state agency or an entity providing similar services to a court building or is not in a position to perform this contract.

See ACS Procurement Guidelines Section 2-212 for responsibility criteria. A determination by the Contracting Officer that a Bidder is not responsible may be protested.

12. **BID OFFERS:**
- A. Bids made in response to this ITB shall be good and firm for a period of 60 days from the date of bid opening.
- B. All offers and acceptance resulting from this ITB are limited to the terms and conditions contained in this document and its attachments.
13. **BID CONSIDERATION BY ACS:** As soon as practicable after the Response Due Date and time specified above, the Alaska Court System will review all bids and evaluate them for award.
14. **BID AWARD:** The bid award shall be made to the lowest responsible and responsive Bidder whose Bid

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conforms in all material respects to the requirements and criteria set out in this Invitation to Bid. The sum of the Total Basic Bid plus any Alternates Awarded governs for purpose of determining low Bidder. Award will be made subject to availability of funds. The Alaska Court System reserves the right to award some, none, or all of Base Bids and/or Alternates in any order in the best interest of the Alaska Court System. Bid amounts for alternates not awarded with this contract shall be held for 60 days from date of contract and may be awarded within that time as a fixed price change order.

- A. Notice of Award will be issued to the lowest responsible and responsive Bidder generally within 2 working days after Bid Opening, and shall be transmitted to all bidders. Notice of Award shall also be made subject to availability of funds and its issuance may be delayed or canceled as determined by the Contracting Officer in accordance with ACS Procurement Guidelines.
 - B. Within 3 working days of Notice of Award the Contractor shall provide proof of insurance per General Conditions Section 00700.5.A of this ITB, and a list of subcontractors the Bidder proposes to use in the performance of the contract in compliance with this Section.
 - C. Notice of Award will be issued to the Bidder identified in the Notice of Intent to Award generally within 15 working days after issuance of Notice of Intent to Award and after Owner receipt of bidders proof of Insurance. .
- 15. BID PROTESTS:** Prior to the bid opening - Bidders are requested to carefully review this entire invitation as soon as it is received for defects and questionable or objectionable content. Questions, objections or comments should be made in writing and received by the Leasing & Contracts Manager no later than 3 days (Monday through Friday, excluding legal Holidays) before the Response Due Date and time, so that any necessary amendments may be published and distributed to bidders. Bidders' protests based upon any omissions, errors, or the content of the Invitation to Bid will be disallowed if not made in writing and received by the Leasing & Contracts Manager at least two business days (Monday through Friday, excluding legal Holidays) prior to the Response Due Date and time.
- A person desiring to protest the provisions of this ITB or the award must comply with the applicable provisions of ACS Procurement Guideline 4-401.
- If a protest is sustained in whole or in part, the protestor's sole remedy is the successful protestor's documented reasonable bid or proposal preparation costs.
- 16. EEO AND FEDERAL CIVIL RIGHTS COMPLIANCE:** By signature on the Bid Schedule the Bidder certifies compliance with the applicable portions of the Federal Civil Rights Act of 1964 and the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Governments. If any Bidder fails to comply with the Act or Regulations issued thereunder, the ACS reserves the right to terminate the contract.
- 17. TAXES:** All bids shall exclude federal, state and local sales taxes. However, if the Bidder believes that certain taxes are properly payable by the ACS; such taxes may be listed separately, directly below the Bid price for the affected item. The ACS is exempt from federal excise tax under Registration No. 92-6001185.
- 18. SUBCONTRACTORS:** Within 3 working days after the issuance of the Notice of Intent to Award, the apparent low Bidder shall submit a list of subcontractors the Bidder proposes to use in the performance of the contract. The list must include the name, phone number, and location of the place of business for each subcontractor and evidence of the subcontractor's valid Alaska business license. Replacement of a subcontractor may not be made, except with prior approval of the Contracting Officer, for reasons specified in the ACS Procurement Guidelines.
- 19. ACCEPTANCE OF CONTRACT, PERFORMANCE BOND, PAYMENT BOND, and PROOF OF INSURANCE:** If the ACS delivers or mails written Notice of Award to the Bidder within sixty (60) days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the Bidder will

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accept, execute and deliver **Section 00510 Agreement Between Owner and Contractor** to the ACS in accordance with the bid, and will also furnish and deliver proof of insurance coverage in compliance with **Section 00700 General Conditions, paragraph 5**, all within five working days after person delivery or after deposit in the mails of the notification of acceptance of this bid. If the amount of the contract to be awarded exceeds \$100,000 the Contractor will also furnish and deliver within five days of Notice of Award a Performance Bond and a Payment Bond, and, before Final Payment, submit a completed and authorized Consent of Surety Company to Final Payment form, a Contractors affidavit of Payments of Debts and Claims and release Liens and Claims against Payment Bond form. The aforementioned Bonds and forms must be substantially in forms provided by ACS.

- 20. ALASKA LITTLE DAVIS BACON ACT:** Prospective Bidders are advised that construction or remodeling in connection with the contract is subject to AS 36.05.010. The Contractor must comply with the requirements noted within the most recent Department of Labor pamphlet entitled, "Laborer's and Mechanic's Minimum Rates of Pay," found at: <http://www.labor.state.ak.us/lss/pamp600.htm> The rate of wages shall be adjusted to the wage rate under AS 36.05.010.

21. DESCRIPTION OF PREFERENCES

- A. ALASKA PREFERENCE:** A bid shall be awarded to an Alaska Bidder whose bid is not more than five percent (5%) higher than the lowest non-resident's bid in accordance with Alaska Statute 36.30.170(b)(1) – (5). An Alaska Bidder is defined as one who:
- 1). Holds a current Alaska business license (business license number must be shown in space provided on the Bid Schedule);
 - 2). Submits a bid for goods or services under the name appearing on the current Alaska business license;
 - 3). Has maintained a place of business in the State staffed by the Bidder or an employee of the Bidder for a period of six months immediately preceding the date of the bid;
 - 4). Is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, or is a partnership and all partners are residents of the State; and
 - 5). If a joint venture is comprised entirely of ventures that qualify under (1-4 of this subsection).

NOTE: A Bidder may seek a preference under either B, below, or C, below, but not both. In addition a Bidder may seek a preference under D and E, below. A Bidder seeking the Alaskans with Disabilities Preference under B, below, must be an individual or business must be listed with the Division of Vocational Rehabilitation as qualified under Alaska Statute 36.30.170 at the time the bid is opened and provide ACS with a copy their Certification Letter. A Bidder seeking a preference under B, C, or D, below must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a Bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

- B. ALASKANS WITH DISABILITIES PREFERENCE:** A bid shall be awarded to an Alaska Bidder whose bid is not more than ten percent (10%) higher than the lowest bid, if the Bidder is a qualifying entity under AS 36.30.321(d)-(e).
- C. EMPLOYMENT PROGRAM PREFERENCE:** A bid shall be awarded to an Alaska Bidder whose bid is not more than fifteen (15%) higher than the lowest bid, if the Bidder is offering services through an employment program in accordance with Alaska Statute 36.30.321(b).
- D. EMPLOYERS OF PEOPLE WITH DISABILITIES PREFERENCE:** A bid shall be awarded to an Alaska Bidder whose bid is not more than ten percent (10%) higher than the lowest bid, if the Bidder meets the requirements of AS 36.30.170(f).
- E. ALASKA PRODUCTS PREFERENCE:** The bid will be decreased by the percentage of the value of

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the designated Alaska products under AS 36.30.332 – AS 36.30.338. The Bidder must execute the Alaska Products Preference Worksheet and submit the worksheet with the Bid in order to receive this preference. A list of qualified Alaskan products is available on line at <http://www.dced.state.ak.us.econdev/prodpref>. An Alaska Products Preference Worksheet can be obtained from the Facilities Office by calling 264-8238.

F. ALASKA VETERAN'S PREFERENCE: An Alaska Veteran Preference of five percent, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- 1) sole proprietorship owned by an Alaska veteran;
- 2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- 3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- 4) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans

A preference under this section is in addition to any other preference for which the bidder qualifies.

To qualify for this preference, the bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

An Alaska veteran is a resident of Alaska who:

- 1) Served in the Armed forces of the United States, including a reserve unit of the United States armed forces; or the Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Navel Militia; and
- 2) Was separated from service under a condition that was not dishonorable.

NOTE: **Alaska Veteran Preference Affidavit Required.** See attached form 25D-17.

G. RECYCLED PRODUCTS PREFERENCE: Not Applicable.

H. Contractor must provide documents for proof or calculation of Preferences listed above.

END OF SECTION

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SECTION 00300 – BID SCHEDULE

1.1 BASE BID – Nesbett Courthouse Carpet

Furnish all labor, materials, equipment, etc., necessary to complete all work shown; specified; and reasonably inferred:

Total Base Bid \$ _____
(figures)

(words) Dollars

PREFERENCES: Indicate whether you are eligible for any of the following Preferences. Requirements that must be complied with to qualify for bid preferences are described in paragraph 1.5 below:

- _____ Alaska Bidder Preference (5%), ACS Procurement Guidelines 2-202-12-9.
_____ Alaska Employment Program (15%), ACS Procurement Guidelines 2-202-12-9.
_____ Alaska Disabled Bidder (10%), ACS Procurement Guidelines 2-202-12-9.
_____ Alaska Product Preference, ACS Procurement Guidelines 2-202-12-9.
_____ Alaska Veteran's Preference, ACS Procurement Guidelines 2-202-12-9.

1.3 BIDDER ACKNOWLEDGEMENTS AND REPRESENTATIONS:

- A. In compliance with the attached bid documents, the above Bidder proposes to enter into an agreement with ALASKA COURT SYSTEM for the Work.
- B. The above Bidder, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents for this project hereby proposes and agrees to perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing all labor and materials to do all the work required.

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

- C. The above Bidder acknowledges receipt of the following addenda to the DRAWINGS and/or SPECIFICATIONS (give number and date of each) and that associated costs are included in this Bid.

Addenda #, Date Issued	Addenda #, Date Issued	Addenda #, Date Issued
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_____	_____	_____
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No other alterations, substitutions, changes or qualifications to the terms or conditions of the invitation are allowed on this Bid Schedule.

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- D. Offers made in response to this Invitation to Bid shall be good and firm for a period of 60 days from the date of bid opening. If written notice of the acceptance of this Bid is mailed or delivered to the Bidder within sixty (60) days from the date of bid opening, or at any other time thereafter before it is withdrawn, the Bidder will accept the Contract in accordance with this Bid. All offers and acceptance resulting from this Invitation to Bid shall be expressly limited to the terms and conditions contained in this document and its attachments.
- E. By signature on this document the above Bidder certifies compliance with the applicable portions of the Federal Civil Rights Act of 1964 and the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government. If any Bidder fails to comply with the Act or Regulations issued thereunder, the OWNER reserves the right to terminate the contract.
- F. Bidder acknowledges that this Bid is being submitted with Bidder's facsimile signature. Bidder agrees that the Alaska Court System is relying upon this facsimile signature as if it were an original signature, and by submitting this Bid, Bidder waives any right to disclaim this Bid based upon the fact that the signature is not original.
- G. By completing, signing and submitting this form I certify that I have reviewed the bid documents, with addenda, and understand the scope of services and conditions required for this Property/Facility. Furthermore, I agree to furnish for the above amounts – which was arrived at independently and without collusion – all necessary labor, materials, and equipment. Work shall be accomplished in a workmanlike manner, observing all applicable civil rights and equal employment opportunity acts, and to the satisfaction of the Contracting Officer
- H. HUMAN TRAFFICKING: By signature on this bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report. The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>. Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.

1.4 SIGNATURE

Signature of Bidder

Date

Printed or Typed Name of Signer & Title

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer and officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Name: _____

Business Address: _____

Telephone Number: _____

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Fax Number: _____

E-mail Address: _____ (Seal, if by Corporation)

Business License Number Expires: _____

Contractor's Certification Number Expires: _____

Federal Identification Number

If the Bidder seeks application of the Alaska veteran's preference, the Bidder must supply a written certification for each individual who is an Alaska veteran, in the following form:

[Name] certifies that he (or she) is a resident of Alaska who:

- 1). Served in the Armed forces of the United States, including a reserve unit of the United States armed forces; or the Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Navel Militia; and
- 2). Was separated from service under a condition that was not dishonorable.

Authorized Signature

Printed Name

Date

END OF SECTION

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SECTION 00510 - AGREEMENT BETWEEN OWNER AND CONTRACTOR

Date of Contract: **DATE**

THIS AGREEMENT made by and between: **ALASKA COURT SYSTEM**, (hereinafter called "Owner") and **CONTRACTOR** (hereinafter called "Contractor").

The Owner and the Contractor agree as set forth below:

Article 1. Work

The Contractor shall perform all the Work required by the Contract Documents for the following project:

NESBETT COURTHOUSE CARPET REPLACEMENT
ANC-C-16-0012

It is agreed that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner or its assignee, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

Supply and installation of the entire Work as contained in the ITB issued **September 6, 2016** (hereinafter called the "Work"), at a cost not to exceed the proposed price and to furnish all the materials, supplies, machinery, equipment, superintendents, labor, insurance and other accessories and services necessary to complete said Work in accordance with the conditions stated in the Contract Documents.

Article 2. Time of Commencement and Completion

Contractor hereby agrees to commence Work under this Agreement on a date to be specified in a written "Notice of Proceed" from the Owner and to complete the Work within the time stated in the Supplemental Conditions.

Article 3. Architect/Engineer

The Architect/Engineer for this project is: Alaska Court System – Leasing & Contracts Manager

1.

Article 4. Contract Sum

The Owner shall pay the Contractor under provisions of the Contract Documents for the performance of the Work, subject to additions and deductions by change order as provided in the Contract Conditions, the Contract

Sum of **AMOUNT** _____ dollars and no cents (**\$NUMBER.00**), for the Base Bid total Lump Sum Amount. The attached bid sheets form an integral part of this Agreement.

Article 5. Contract Documents

5.1 The Contract Documents consist of this Agreement and documents listed hereinafter, (hereinafter called "Contract Documents"), and all are incorporated herein by reference and as fully a part of the Contract as if attached to this Agreement or repeated herein:

- Invitation to Bid and all attachments listed in the Index of Attachments
- Laboers' and Mechanics' Minimum Rates of Pay
- Technical Specifications
- Technical Drawings
- Contents of Addenda
- Contractor's completed Bid Schedule
- Notice of Award
- Notice to Proceed

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This Agreement and all covenants hereof shall insure to the benefit of and be binding upon the Owner and the Contractor, respectively, and their partners, successors, assigns and legal representatives.

Article 6. Progress and Final Payments

- 6.1 Payment shall be made to the Contractor by the Owner, or his assigns, based upon amount of the approved Contractor's estimate of Work completed and value of materials suitably stored on site up to date of application for payment less any retainage required by the Owner in accordance with General Conditions Paragraph 5.
- 6.2 Final payment, constituting the final unpaid balance of the contract sum including retainage, shall be paid by the Owner or his assigns to the Contractor. Final payment shall be due to the Contractor in accordance with General Conditions Paragraph 5.

Article 7. Miscellaneous

- 7.1 Any notice of communication which either party desires to give the other party which affects the contract sum of this Agreement shall be given in writing and either shall be personally delivered to the other party's representative or deposited in the United States mail as registered mail with all postage prepared and if given by the Contractor to the Owner, then addressed as follows:

Name:	Dawn Molina		
Agency:	Alaska Court System		
Address:	820 West 4 th Avenue		
City, State, Zip:	Anchorage, AK 99501	Email:	dmolina@akcourts.us
Phone:	907-264-8284	Fax:	907-264-8296

If given by the Owner to the Contractor, then addressed as follows (including telephone number on the last line):

Name:	CONTRACTOR		
Business:	.		
Address:			
City, State, Zip:		Email Address:	
Phone:		Fax:	

- 7.2 The Owner shall furnish to the Contractor an electronic set of drawings and specifications, at no cost, for use in the Construction of the Work. The Contractor may obtain additional sets of printed drawings or specifications by paying the Owner for the costs of reproduction, handling and mailing.
- 7.3 The Contractor shall perform at least ten percent of the total Work with forces that are in the direct employment of the Contractor's organization.

In WITNESS WHEREOF, the parties have made and executed this Agreement to be effective the day and year first above written.

ALASKA COURT SYSTEM, Owner

Contractor

By: Christine Johnson

By:

Contracting Officer

Title: _____ Date

Title: _____ Date

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END OF SECTION

SECTION 00700 – GENERAL CONDITIONS

1. CONTRACTOR'S GENERAL DUTIES:

- a) The Contractor shall diligently, and in skillful, workmanlike manner, provide all labor, materials, equipment, and facilities necessary to perform the Work in accordance with the Contract Documents and in a manner to complete the Work within the specified contract time. The Contractor shall not perform any portion of the Work for which the Contract Documents require submittal and review of shop drawings, product data, samples or similar documents until the applicable submittal has been approved by the architect.
- b) The Contractor shall provide on the site at all times during the prosecution of the Work a competent resident project supervisor. The Contracting Officer shall be advised in writing of the supervisor's name, email address, local address, and cell phone number. This written advice is to be kept current until final acceptance by the Owner. The supervisor will be the Contractor's representative at the site and shall have full authority to act and sign documents on behalf of the Contractor.
 - 1) All communications given to the supervisor shall be as binding as if given to the Contractor. The Contractor shall cooperate with the Contracting Officer in every way possible.
- c) Contractor must prepare contemporaneous daily reports showing the progress of the work. The Contractor must transmit a copy of the daily reports to the Owner no less than daily. Transmittal of daily reports does not constitute notice to the Owner of any matter for which notice is specifically required under the Contract Documents. The daily reports must include, at the minimum, information regarding the project schedule, safety issues, subcontractors on site, work performed, meetings held, and communications with the Owner.
- d) Contractor shall provide a minimum of 72 hours' notice for all required or requested inspections, approvals, tests or differing condition verifications that require site visits. Site visits by Owner are limited to weekdays, unless agreed to in advance by both parties.

2. AUTHORITIES AND LIMITATIONS:

- a) The Contracting Officer (or authorized representative) has the authority to make findings, clarifications or interpretations and decisions with respect to the contract; to approve materials, work and payment therefore; and, to modify or terminate the contract on behalf of the Owner.
- b) The Contractor shall have sole responsibility for the means, methods, sequences, or procedures of construction and safety precautions related thereto. The Contractor shall conduct all works in such a manner as to protect state resources.
- c) Dispute Resolution: Any dispute arising out of this contract, and which cannot be satisfactorily remedied by the Parties to the Contract, shall be resolved pursuant to Alaska Rules of Court, Rule 47.

3. LAWS AND REGULATIONS: The Contractor shall comply with all applicable laws, regulations, codes, ordinances and written directives issued by the Contracting Officer.

- a) The Contractor shall obtain applicable licenses and permits; provide supervision, labor, tools and new materials (except as may otherwise be provided by the Contracting Agency); and utilize Alaska Products and Wood Products when applicable (see AS 36.05.010 & AS 36.30.322).
- b) The Department of Labor, Labor Standards and Safety Division shall be notified in accordance with AS 36.05.010 and AS 36.05.030. The Contractor must then comply with the requirements noted within the most recent Department of Labor pamphlet entitled, "Laborer's and Mechanic's Minimum Rates of Pay," found at: <http://www.labor.state.ak.us/lss/pamp600.htm>

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- c) The Contractor shall submit one copy of the certified payrolls to the Owner weekly. Statue 36.05.0005 applies only to a public construction contract that exceeds \$25,000.
- d) Compliance of Specifications and Drawings: If the Contractor observes that the Specifications and Drawings supplied by the OWNER are at variance with any Regulatory Requirements, Contractor shall give the Contracting Officer prompt written notice thereof, and any necessary changes will be authorized.
- e) Preferential Employment:
 - a. The Contractor shall comply with all applicable and valid laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect during the term of this Contract.
 - b. Employment Preference in Zones of Underemployment. The Alaska Department of Labor and Workforce Development has determined that certain areas of Alaska are Zones of Underemployment. If the Work is to be performed wholly or partly within a Zone of Underemployment, the Contractor must give employment preference to Alaska residents as determined by the Alaska Department of Labor and Workforce Development. Failure to comply with this requirement can result in substantial civil and criminal penalties under AS 36.10.100. Within 20 days after award of a contract under this procurement, the Alaska Court System will report the Contract to the Alaska Department of Labor and Workforce Development, which will be responsible for administration and enforcement of employment preference requirements. Contractor can obtain the Alaska Department of Labor and Workforce Development Employment Preference Determination at the following internet address: <http://labor.alaska.gov/lss/forms/res-hire-notice-2013.pdf>. For further information, contact the Alaska Department of Labor and Workforce Development, Division of Wage and Hour Administration, at 907-269-4900.
 - c. In order to ensure that the Contractor Subcontractors will comply with all applicable laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect, the Contractor shall include in its Contracts with subcontractors under this Contract language that is substantially the same as the paragraph above.
- f) Alaska Little Davis-Bacon Act requirements. The following Labor provisions shall also apply to this Contract:
 - a. Contractor and Subcontractors of Contractor 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 Owner shall withhold so much of the accrued payments as is necessary to pay to 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.
- 4. **CHANGES:** The Contracting Officer reserves the right to make written changes to the Contract Documents for modifications within the general scope of the Work. 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:
 - a) 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.

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- b) Request for Proposal – upon receipt by the Contractor, he shall within seven days, submit to the Owner a written proposal for adjustment. Proposals for increases or decreases to the Contract amount shall include both a detailed cost estimate showing direct labor, material, equipment, small tools, and consumable costs, and subcontractor cost estimates as appropriate.
- c) Time and Materials (T&M) Work – When authorized by Owner, the cost of the change shall be based on actual cost for time and materials spent on work performed. The Contractor shall provide backup documentation including, but not limited to, daily time sheets, material invoices, and equipment rental receipts.
- d) Allowances for overhead and profit shall not exceed 15% for the party performing the work. This allowance is to compensate the Contractor for all labor, supervision, and equipment not directly necessary to perform or supervise the work. This allowance includes temporary construction facilities, field engineering, schedule updating, as-built drawings, home office costs, project management, office engineering, estimates, home office overhead because of extended time, and any other indirect costs incidental to the performance of the change in work. The Contractor shall be allowed a 5% markup on the first lower tier subcontractor only. No other markup is allowed.
- e) Any act or occurrence be it a result of an emergency, differing site condition or change order which may form the basis of a claim for a price to time adjustment shall be reported immediately to the Contracting Officer. Extra work performed without a signed agreement or change order shall be treated as unauthorized work, and the Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time for that work.

5. INSURANCE AND INDEMNIFICATION:

- 1. The Contractor shall, prior to the Award of the contract, provide proof of the following insurances: Worker's Compensation (per statutory requirements) and adequate coverages and limits:
 - (i) Comprehensive or Commercial General Liability: Not less than \$1,000,000 aggregate, and not less than \$500,000 each occurrence;
 - (ii) Automobile Insurance: Not less than \$1,000,000 each occurrence (Combined Single Limit for bodily injury and property damage)

These coverages shall remain in force for the duration of the contract.

- 2. The Contractor shall indemnify, save harmless, and defend the OWNER, its agents and its employees from any and all claims, actions, or liabilities for injuries or damage sustained by any person or property arising directly or indirectly from the construction or 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 Owner's negligence.

6. APPLICATION FOR PROGRESS PAYMENT: The Contractor shall submit to the Contracting Officer for review a Request for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Request for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Contracting Officer will either indicate in writing a recommendation of payment or return the Request for Payment to the Contractor indicating in writing the Contracting Officer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Request for Payment. Progress payments will be made as the Work progresses on a monthly basis.

- a) Stored Materials and Equipment: Coordinate with court system project manager.
- b) The Contractor shall make prompt payment to all employees, subcontractors and suppliers utilized on the Project.
- c) The Owner shall make final payment to the Contractor following approval for completion of all Work and the Contractor's submittal of all releases, warranties, record documents, permits and invoices. Liens or other claims relating to the Project may be withheld from final payment, if written notice is first given to the Contractor. Acceptance of final payment will constitute Contractor's waiver to future claims.

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- d) No claim by the Contractor for a change in the Contract Price shall be allowed unless claimed before Final Acceptance of this Contract.
7. **MATERIALS AND EQUIPMENT:** All materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents. The Contractor shall provide all facilities and labor required to protect materials and other components of the Work from damage or deterioration due to environmental exposure, handling, or other factors.
8. **USE OF PREMISES:** The Contractor is responsible for the Site, the Work, and persons and materials thereon. The Contractor shall confine construction equipment, the storage of material and equipment and the operations of workers to the Project limits and approved storage sites.
9. **WARRANTY:** The Contractor warrants 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 Owner. All Defective Work, whether or not in place, may be rejected, corrected, or accepted as provided for in this Article. The Contractor shall remedy all defects in materials or workmanship which develops within a period of one year from the date of final payment unless directed otherwise within the Contract Documents/specifications.
10. **SAFETY:** The Contractor is responsible for maintaining a safe and clean work area, and for blocking off work areas to public access during the course of work. The Contractor shall also comply with standards prescribed by the State of Alaska, Department of Labor, Division of Labor Standards and Safety. 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 all employees on the Work and other persons and organizations who may be affected thereby; and to all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, The CONTRACTOR shall comply with all applicable Regulatory Requirements of any public body having jurisdiction 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.
11. **BUILDING SECURITY:** The Contractor will lock exterior building doors except while work in the immediate area is in progress. The Contractor shall keep all exterior doors locked except while access to the building is required for Work. If an exterior door is left unlocked the Contractor will not leave the door unattended. If exterior doors are removed or rendered insecure as a result of the Work, the Contractor will secure the opening using other means as necessary. When Contract personnel leave the building after hours, they will lock all doors, inspect the area for fire hazards and take appropriate corrective action.
12. **CONTRACT CLOSE-OUT:**
- a) Substantial Completion: Substantial Completion Inspections will be performed at 9:00 AM on the date the individual areas are scheduled to be Substantially Complete per Section 01010.1.3.5, or earlier if the Contractor provides written notice to the Owner that Work is Substantially Complete. Should Owner determine that Work is not substantially complete the Contractor will be notified in writing, giving reasons therefore.
- b) Final Completion: Upon completion of the Work, and prior to final payment, the Contractor shall submit to the Owner the following items duly signed and executed: Warranty of Work; Contractor's Affidavit of Payment of Debt and Claims; Contractor's Affidavit of Release of Liens; Consent of Surety to Final Payment; Final Wage Certification and Department of Labor Notice of Completion; Complete and legally effective releases or waivers signed by each of Contractor's direct subcontractors and direct material suppliers, and all persons who have notified Contractor or Owner of a right to make a claim under AS 36.35.020
13. **LIQUIDATED DAMAGES:** Liquidated damages will be in the amount of \$200 per day beginning on the date(s) provided in Section 01010.1.3.5 for Substantial Completion and ending on the date that Substantial Completion is achieved. These liquidated damages are intended to compensate the Owner for contract administration costs due to delay, and are in addition to any actual damages that Owner may claim as a result of loss of use or other harm resulting from delay of Final Completion.

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END OF SECTION

SECTION 01010 - SUMMARY OF WORK

PART 1 GENERAL

1.1 DEFINITIONS

- A. Alaska Court System (ACS) Normal Work Hours: 7:30 am until 5:00 pm, Monday through Thursday, Friday 7:30 am until 12:00 pm not including State holidays.
- B. Provide: To furnish and install.

1.2 OWNER'S OCCUPANCY

- A. The Owner will continue to occupy and operate the building. The Contractor shall coordinate with the Owner to allow normal business operations to continue and shall cooperate with the Owner in construction operations to minimize conflict and to facilitate Owner usage. Contractor shall at all times conduct his operation to insure the least inconvenience to staff, visitors, and the general public.
 - 1. Contractor must maintain the existing fire exiting and public and private circulation pathways.
- B. Contractor shall schedule **after** ACS Normal Work Hours any work which could interfere with the Owner's operation. Specific schedules and Work activities which will be required to be performed after Normal Work Hours are:
 - 1. All demolition work.
 - 2. All rooftop hoisting.
 - 3. Any concrete drilling or saw cutting.
 - 4. Any water, HVAC or power shut offs.
 - 5. All work with loud power tools.
 - 6. All fire alarm and security system disruption or testing.
 - 7. All Work in common circulation areas, including office space, hallways, courtrooms, public lobbies, public toilets, and stairwells.
 - 8. All work in the following areas – reference plans and SCHEDULING paragraph below:
 - i. Basement: Pre-Trial, Fingerprinting, and Probate areas.
 - ii. First Floor: All areas including Clerk's Office, Civil, Criminal and Trial Court Accounting staff offices, and Customer Service areas.
 - iii. Second Floor: Jury Assembly including Jury Clerks office.
- C. Disruption of Operations: Any work deemed by the Owner to be disruptive to operations or to the record of the court due to excessive noise, vibration or other reasons will be required to be performed after normal working hours. The Contractor must schedule and coordinate such work with the Owner prior to proceeding with work. Contractor shall coordinate with the Owner periods of time when construction work is producing strong odors for the shut off of air intake fans.
 - 1. Upon notice by court staff that the contractors work is disrupting operations the contractor must immediately cease work.
- D. Include in contract sum sufficient funds as may be required for any "after hours" work caused by these requirements. No additional payment to Contractor will be authorized because of Contractor's failure to anticipate required "after hours work".

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- E. Construction areas must be segregated by closed doors or temporary barriers from the occupied areas of the courthouse.
- F. After Substantial Completion in a given area, schedule work to maintain Owner's operation.

1.3 WORK COVERED BY THE CONTRACT DOCUMENTS

- A. Project Location: Nesbett Courthouse, 825 W. 4th Avenue, Anchorage, Alaska
- B. Owner: Alaska Court System (ACS), Facilities Dept. 820 West 4th Avenue, Anchorage, Alaska 99501.
 - 1. Owner's Contract Representative and on-site Representative for court system issues: Dawn Molina, Leasing & Contracts Manager.
- C. Provide all equipment, materials, labor, and workmanship, necessary to complete the Work as described and reasonably inferred to in the Contract Documents.
 - 1. Demo and replace carpet in all areas indicated on Floor Plans per Section 09680 and the following:
 - a) Reference attached Floor Plans PDF
 - b) Demolish carpet, cove base and accessories on all horizontal and vertical surfaces as needed to install new materials. Demolition surfaces include but are not limited to floors, steps, platforms, risers, cove base, and removable floor outlet covers. Dispose of all demolished materials properly.
 - c) Prep floor and vertical surfaces for new carpet installation in compliance with manufacture's recommendations and instructions.
 - d) Install Owner provided InterfaceFlor carpet tiles on all previously carpeted surfaces per manufacture's recommendations/instructions and CRI 104.
 - i. Carpet installation method to be TacTile connectors unless agreed upon otherwise.
 - e) Provide all labor, materials, including but not limited to: rubber cove base, adhesives, transition strips, edge trim, stair nosing, stair risers and skirts, and accessories as needed to result in a complete flooring system.
 - 2. Furniture and Equipment Moving: Includes, but is not limited to, floor outlet plates and trim; fixed spectator bench seating and fixed pedestal jury seating; tables; chairs; desks; file cabinets; shelving; ganged system seating; panel/desk panel systems; and other types of furniture as needed to perform the Work and to allow carpet installation continuous underneath. The below surveyed furniture quantities is an estimate for the Contractor's convenience only. It is not warranted as an exact count – Contractor is responsible for confirming actual quantities.
 - a) Hearing Room 508: Relocate and replace furniture as needed for Work.
 - i. Moveable furniture includes, but is not limited to: (2) litigant tables; (1) podium; (1) Witness Stand; and (2) small tables.
 - ii. Move furniture back to original locations, and original configurations, after completion of flooring work, and prior to Substantial Completion in that courtroom.
 - b) Courtrooms: Relocate and replace furniture within 22 courtrooms as needed for Work.
 - i. Typical moveable furniture includes, but is not limited to: (2) litigant tables; (1) podium; (1 to 3) small tables; sometimes a bookshelf or a lateral file.
 - ii. Each courtroom includes (9) floor mounted benches in the spectator seating area, and (10) pedestal mount chairs in the jury box. Mechanically detach

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- seating and retain mounting hardware undamaged for reinstallation of the seating in their original configuration.
- iii. Move furniture back to original locations, and reinstall mechanically mounted spectator and jury seating in original configurations, after completion of flooring work, and prior to Substantial Completion in that courtroom.
- c) Jury Rooms: Relocate and replace furniture within 11 jury deliberation rooms as needed for Work. Furniture must be moved back to original locations and configurations prior to Substantial Completion:
 - i. Typical moveable furniture includes, but is not limited to: (1) deliberation table; (1) small refrigerator; sometimes a small table, lateral file, or bookshelf
 - d) Basement: Pre-Trial, Fingerprinting, and Probate, and other Staff and File Areas: Furniture must be moved back to original locations and configurations prior to Substantial Completion:
 - i. Typical moveable furniture includes, but is not limited to: (16) desks with and without returns; (3) copiers; (2) free-standing panels; (2) storage cabinets, (32) tables, (10) lateral files cabinets; (25) vertical file cabinets; (1) couch, and (2) bookshelves; (2) refrigerators (1) fingerprinting machine.
 - ii. Wall mounted and ganged together case file shelving includes, but is not limited to: (34) cabinets. Remove attachment hardware and re-mount/re-gang together after carpet installation.
 - e) First Floor; Clerk's Office, Trial Court Accounting, Civil and Criminal Staff Areas Customer Service: Furniture must be moved back to original locations and configurations prior to Substantial Completion:
 - i. Typical moveable furniture includes, but is not limited to: (55) desks, with and without returns; (9) lounge chairs, (74) tables, (23) lateral files cabinets; (30) vertical file cabinets; (5) credenzas; (14) bookshelves; (8) copiers; (2) case file shelving; (6) refrigerators; (1) safe; (14) storage cabinets; (1) couch; (12) panels attached to desks.
 - f) Second Floor: Jury Assembly and Jury Clerks Area: Furniture must be moved back to original locations and configurations prior to Substantial Completion:
 - i. Typical moveable furniture includes, but is not limited to: (5) desks and returns; (19) Divider panels; (23) tables; (33) Side chairs; (10) vertical file cabinets; (1) lateral file cabinet and (1) copiers; (2) refrigerators; (1) Vending machine; (1) Storage cabinet;
 - ii. Assembly seating units – ganged together: (171); side tables ganged to seating units: (47); Move as a unit, or reattach as necessary.
 - g) 5th Floor Office 509 through 515: Furniture must be moved back to original locations and configurations prior to Substantial Completion:
 - i. Typical moveable furniture includes, but is not limited to: (7) desks and returns; (3) tables, (5) lateral file cabinets; (9) pedestals; (1) small refrigerator and (4) bookshelves.
- 3. Contractor shall cover and protect furniture, furnishings, and equipment as needed to perform the Work. Upon completion of the flooring Work in each area the Contractor shall return the areas to their original furniture arrangement and level of cleanliness and functionality. This is part of the Work required to achieve Substantial Completion. .
 - 4. The Owner shall provide the Contractor with all Duress alarm activation locations. These consist of a Push-Button generally located underneath work surfaces. It is the Contractors responsibility not to set off these alarms when moving the furniture, or to be responsible for the resulting associated costs.

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5. Owner shall be responsible for:
 - a) Unloading and storage of items in file cabinet top drawers, bookshelves, case file shelving, desktops, table tops, and storage units.
 - b) Moving of artwork (if necessary), electronic equipment, plants, personal items, and caster chairs.

1.4 SCHEDULING AND AREA OCCUPANCY DURING WORK

- A. Work Areas to be vacated for Work: All courtrooms, jury deliberation rooms, and 5th Floor offices 509 through 515 shall be vacated to accommodate Work. Work may be scheduled within these areas during ACS Normal Work Hours unless the Work interrupts the normal business operations outside of the Work area.
- B. Remaining Work areas will remain occupied during the work, and will require that the Contractor schedule his Work within these after ACS Normal Work Hours.
- C. Sequencing Requirements and Completion of Work:
 1. Courtrooms:
 - a) Contractor shall be given one courtroom at a time to conduct the Work.
 - b) Courtrooms will be vacated until Substantial Completion has been achieved.
 - c) All Work must be Substantially Complete within each courtroom before Work may begin on another courtroom.
 - d) First Courtroom: The Owner has determined that Courtroom 508 shall be the first courtroom completed.
 - e) Second Courtroom: The Owner has determined that Courtroom 204 shall be the second courtroom completed.
 - f) Remaining courtrooms on the 2nd Floor shall be completed prior to moving to any other floor.
 - g) Remaining courtrooms at the 3rd, 4th, 5th and 6th floors may be completed in the order selected by the Contractor. However, all courtrooms within each floor shall be completed prior to moving to the next floor.
 - h) Work in the adjoining public entry vestibules and storage closets must be completed at the same time as each courtroom.
 2. Jury Deliberation Rooms: Contractor shall be given one jury deliberation room at a time to conduct the Work. This applies to the 3rd, 4th, 5th and 6th floors
 - a) Contractor shall be given one jury deliberation room at a time to conduct the Work.
 - a) Jury Rooms will be vacated for the Work during the duration of the Work until Substantial Completion has been achieved.
 - b) Work in jury deliberation rooms must occur concurrently with the courtrooms on the same floor, and all jury deliberation rooms must be completed along with the courtrooms prior to moving to another floor.
 - c) All Work must be Substantially Complete within each jury room before Work may begin on another jury room.
 - d) Work in the adjoining entry vestibules must be completed at the same time as each jury room.
 3. Other Staff and Public areas (non-Jury Deliberation Rooms and non-Courtroom areas)
 - a) Flooring Work in these areas must be scheduled after ACS Normal Working Hours.
 - b) Contractor may schedule these areas at his convenience, but all areas shall be completed by the Final Completion date.

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- c) After notification from the Contractor the Owner shall assure all cabinet surfaces within the area of Work are cleared prior to the evening of the Work. The Owner shall also be responsible for moving of artwork (if needed), plants, any computer equipment and small miscellaneous items such as waste baskets.
- d) Contractor shall move and cover office furniture, furnishing, and equipment as needed to perform the Work and prior to the following business day shall return the office/chambers to the configuration and level of cleanliness and functionality in which it was found.
- e) All Work in each named area must be Substantially Complete before Work may begin at another area. Staff and Public Areas include:
 - i. Basement: Probate, Fingerprinting and Pre-Trial Offices
 - ii. First Floor: Clerk's Office, Civil, Criminal and Trial Court Accounting staff areas, and Customer Service Areas
 - iii. Second Floor: Jury Assembly, including Jury Clerks offices
 - iv. Fifth Floor: Staff offices 509 through 515 behind Courtroom 508

1.5 NOTICE REQUIREMENTS

- 1. The Contractor shall provide the Owner with 3 weeks' notice prior to commencement of Work on Courtroom 508.
- 2. The Contractor must provide the Owner two (2) ACS work days (Monday through Friday), or three (3) calendar days (if a weekend is included), between Substantial Completion on one courtroom, and commencement of Work on the following courtroom. This delay is necessary for the Owner to remove audio, duress, computer, phones systems and other equipment to accommodate Work at the following courtroom; and to set up the completed courtroom for use.
- 3. In areas that shall remain occupied during the Work, the Contractor must provide the following information two (2) ACS work days (Monday through Friday), or three (3) calendar days (if a weekend is included) prior to commencement of Work:
 - a. Notice to the Owner of Work in that area.
 - b. A schedule detailing the specific area sub-sections in which the Work is to be accomplished each day.
- 4. After notification from the Contractor the Owner shall assure all cabinet surfaces and all case file shelving within each courtroom, jury deliberation room, or sub-section area of occupied Work area are cleared prior to the evening of the Work.
- 5. Contractor shall move and cover office furniture, furnishing, and equipment as needed to perform the Work and prior to the following business day shall return the office/chambers to the configuration and level of cleanliness and functionality in which it was found

1.6 CONTRACT TYPE

- A. Competitively bid Lump Sum Single Prime Contract

1.7 PERFORMANCE PERIOD AND NOTICE TO PROCEED

- A. A limited Notice to Proceed may be issued as determined appropriate by the Leasing & Contracts Manager. Such Notices to Proceed may be limited to procurement and fabrication of long lead materials, submittals and other off site work prior to issuance of a full Notice to Proceed with Work on-Site.
- B. A Notice to Proceed with Work On-site will be given after Contractor has all materials on-hand; has complied with contract requirements; and has submitted and received approval of a Work Schedule.
- C. Submit Preliminary Work Schedule to include but not be limited to: the submittal process; materials

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selection and procurement; timelines for Work and Substantial Completion dates for each floor as indicated in Section 01010.1.3.5, within 21 days after Notice of Award for review, comment, and revision process. Upon receipt of Owner comments, submit a revised schedule within 5 days. Continue Work Schedule submittal/revision process until a Final Work schedule is agreed upon. Submit Final Work schedule 4 weeks prior to the beginning of Work On-Site. Submit Work schedule with Pay Request.

- D. Final Completion required by June 30, 2017.
- E. Note Liquidated Damages provision in General Conditions paragraph 13.

1.6 SECURITY AND CLEARANCES

- A. Contractors, agents, principals, officers or employees who supply goods or services to the ACS must have completed background checks. The interior premises of ACS facilities may contain confidential information relating to the business of the ACS. Any person with the following conditions is restricted from working within the interior premises or entering the interior premises, other than as a member of the general public:
 - B. Been convicted of a violent crime or crime of theft within last 5 years;;
 - C. Been convicted of more than 2 misdemeanors in last 5 years;
 - D. Been convicted of more than one felony in previous 10 years;;
 - E. Has an on on-going case in the court where work is being performed with ACS until case is resolved. The ACS may make an exception to this restriction where services are provided under conditions in which the movements and activities of the person providing services within the premises are constantly monitored, and under circumstances in which the movements and activities of the person providing services are limited to areas in which confidential information relating to the business of the ACS is not present.;
 - F. The ACS may limit or reject certain individuals if their presence is determined by the Contracting Officer to be detrimental to the normal conduct of the ACS business.
 - G. Prior to commencement of any work on court premises, the ACS requires each contractor, agent, principal, officer or employee who will work on court premises to provide a State of Alaska Background Check Form completely and correctly filled out so that a background check can be conducted and a security clearance can be obtained. Allow 4 days for clearance approval after Background Check Form is submitted. A Background Check Form has been provided at the back of this Section.
 - H. Much of the business of the ACS is necessarily confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other court business are essential to the court's function. Additionally, records related to personnel issues, procurement proceedings, internal policy discussions, and other administrative issues are also confidential. Prior to commencing any work under this contract, the contractors, agents, principals, officers or employees who supply goods or services to the premises shall inform all contractors, agents, principals, officers, and employees working on the premises that the disclosure of any confidential court business observed or overheard may result in permanent removal from the premises and may be grounds for termination of contract and even criminal prosecution.
 - I. Access to the Nesbett Courthouse will be permitted with a limited issuance of hard keys and electronic card keys which will be signed for by the Contractor. The Contractor is responsible for tracking and safeguarding the keys and must return them to the issuing entity as a condition of final payment. No duplications are to be made by the Contractor. The Contractor may also be give security codes to allow entry into secure areas of the courthouse. The Contractor and the Contractors Superintendent are the only individuals to be made aware of these codes. Should loss of keys or unauthorized code distribution occur, the Contractor shall advise the Owner immediately, and will be responsible for replacement keys; re-keying; and recoding costs.

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- 1.7 WARRANTY:** All work and materials shall be warrantied for a period of one year after acceptance by the Owner, unless otherwise stated in these specifications. At no additional cost to Owner, correct defects in materials and workmanship which appear during warranty period by repairing, or when directed, by replacing.
- 1.8 MEETINGS:** A Preconstruction meeting will be held. Attendance by the Contractor, the Contractors Superintendent, and the first tier subs is required. Two Progress Meetings will also be held per week. Attendance by the Contractor and Superintendent is required. Attendance by first tier subs is required if requested by Owner.
- 1.9 INSPECTIONS:** Contractor shall provide a minimum of 72 hour's notice for all required or requested inspections, approvals, tests or differing condition verifications that require site visits. Site visits by Owner are limited to weekdays, between 8am and 4pm, unless agreed to in advance by both parties.
- 1.10 SUBMITTALS:**
- A. Deliver all required submittals to Owner. Provide a minimum of 2 copies of the submittals. Owner will review submittals and resubmittals within **fourteen (14) days** after receipt and will retain the copies for their files.
 - B. Identify Project, Contractor, subcontractor or supplier; pertinent contract drawings sheet and detail numbers and specification section number and location in Work. Submittals for each section shall be submitted individually. Submit by specification section complete and all at one time; partial submittals will not be considered.
 - C. Reference Section 09680 CARPET for specific technical submittal requirements.
 - D. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, product data, Samples, Qualifications, or similar submittals until the respective submittal has been approved by the Owner.
 - E. Contractor shall submit all required submittals in a timely fashion in order to allow review, comment, and resubmittal process and not delay the Work.
- 1.11 CERTIFIED PAYROLL**
- A. The Contractor shall provide one copy of all certified payrolls which are submitted to the State Department of Labor to the Owner for review.
 - 1. Certified payrolls shall be submitted bi-weekly while work is proceeding for all Contractor and subcontractor personnel on site.
 - 2. At completion of each subcontractor's on-site work, a final certified payroll shall be submitted with the wording "FINAL" denoted on it.

PART 2 – PRODUCTS

- A. Protection - Use all materials and means necessary to maintain temporary traffic controls, barriers for material storage areas, and protection of Owner's facilities, walkways, and stairways, throughout progress of the work.
- B. Replacements - In the event of loss or damage, immediately make all repairs and replacements necessary at no additional cost to the Owner.

PART 3 – EXECUTION

ALASKA COURT SYSTEM (ACS)

Nesbitt Courthouse Carpet Replacement

Project #ANC-C-16-0012

3.1 SITE ACCESS:

- A. Vehicle Parking: Contractor will be allowed to park in the courthouse Loading Dock area only after Normal Work Hours unless pre-approved otherwise by Owner.
- B. Off-loading of materials and equipment: Off-loading of materials and equipment permitted only after Normal Business Hours unless pre-approved otherwise by Owner.
- C. Contractor is responsible for protection of the Site including concrete and asphalt paving, curbs, landscaping, fencing, and striping.
- D. Contractor is responsible for obtaining all permits/approval required to perform Work. Including but not limited to ACS, Local, State, Muni, sidewalk closing, parking meter/space hooding /closing, crane/forklift hoisting.
- E. After court system Normal Working Hours all building entrances must be secured, and remain secured (locked) throughout the Work session.
- F. Sanitary Facilities: Contractor will be limited to two restrooms within the facility. The specific restrooms will be determined by the Owner prior to commencement of the Work. Janitorial personnel provide cleaning services after Normal Working Hours, and will clean each toilet room once a day. At the end of each work activity, Contractor shall leave all toilets used by their personnel in clean and sanitary condition. If additional cleaning by janitorial personnel is required due to Contractor's use of after hours, the Contractor will be charged.

3.2 SITE STAGING, STORAGE AND WASTE DISPOSAL: The Contractor shall be responsible for protection of materials during delivery, off-loading and transportation to on-site storage areas.

- A. **Available Storage Areas:** Contractor shall store all Contractor provided materials off-site at their bonded and insured warehouse until Work on-site commences. After that time, the Contractor may store tools, materials, and equipment within the specific area scheduled for Work. Stored items to be kept in a neat and orderly fashion
- B. **Protection:** Use all materials and means necessary to protect and maintain facility property, including plantings, fencing, pavements, roadways, structures, lighting, existing utilities and vehicles, from the activity of remodel demolition and material removal operations.
- C. **Site Waste Disposal:** The Contractor shall remove waste resulting from the Work on a daily basis. Transport and legally dispose of materials off site as work progresses. **The Owners waste receptacles are not to be used.**

3.3 QUALITY ASSURANCE: All work shall be performed by workmen skilled and experienced in their craft, and under proper supervision.

3.4 CLEANING:

- A. General: Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work or caused as a result of the Work. Provide adequate storage for all items, awaiting removal from the job site, observing all requirements for fire prevention and protection of the ecology.
 - 1. Retain all stored items in an orderly arrangement allowing maximum access. Do not impede drainage or traffic and provide required protection of materials.

ALASKA COURT SYSTEM (ACS)
Nesbett Courthouse Carpet Replacement
Project #ANC-C-16-0012

2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site; restack, tidy or otherwise service.
3. Maintain the interior and exterior areas of Work in a neat and orderly condition at all times to the satisfaction of the Owner.
4. Construction activities shall be monitored on a daily basis to determine if tracking of dirt and debris from construction areas onto the adjacent areas, floors, desks, office furniture or equipment has occurred. Any cleanup necessary, including sweeping, vacuuming, dusting, or stain removal, shall be accomplished on a daily basis by the Contractor. Washing dirt and debris into the storm drains is not permitted.
5. If additional cleaning by janitorial personnel is required due to contractor related construction activities the contractor will be charged.

B. Dust Control:

1. Maintain continuous cleaning and wetting procedures to control dust pollution at the project site and haul routes as required by governing authorities and Contract Documents. Use power sweepers for street cleaning. Schedule cleaning so that resultant dust and contaminants will not fall on newly coated surfaces.
2. Prevent dust and particle infiltration into diffusers, vents and ductwork to remain, and to above ceiling plenum areas. Contain all dust and debris within project areas, removed from occupied spaces. Provide cleaning as needed to control and contain dust.
3. Any additional cleaning deemed necessary by the Owner shall be provided by the Contractor as soon as requested.

C. Close Out Cleaning.

1. Execute prior to Final Completion for entire project.
2. Employ skilled workmen for final cleaning.
3. Fully clean all project work areas, project storage, staging and transport area
4. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, temporary labels, protection films, and other foreign matter from sight exposed interior and exterior surfaces.
5. Clean all interior and exterior surfaces exposed to view. Polish wood, clean transparent and glossy surfaces, vacuum carpeted and soft surfaces, clean hard flooring surfaces as per manufacturer recommendations.
6. Clean equipment and fixtures to a sanitary condition.
7. Hose clean exterior paved surfaces at material and equipment storage locations.

END OF SECTION

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS: Date Bond Executed: _____

That _____ of _____ as principal,
and _____ of _____ as surety,
in the penal sum of _____ Dollars (\$_____).

Date of bid: _____

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State of Alaska Court System (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will and truly be made, we bind ourselves and our legal representatives and successors, jointly and severally, firmly by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the principal has submitted the accompanying bid or proposal in writing, date as shown above, on **Nesbett Courthouse Carpet Replacement, Project #ANC-C-16-0012.**

In accordance with plans and specifications filed in the Alaska Court System Project Office and under the Invitation for Bids therefore, and is required to furnish a bond in the amount stated above.

If Principal's bid is accepted and he is offered the proposed contract for award, and if Principal fails to enter into the contract, then the obligation to the Alaska Court System created by this bond shall be in full force and effect.

In presence of:

WITNESS

INDIVIDUAL PRINCIPAL

1. _____ as to _____ (SEAL)
2. _____ as to _____ (SEAL)
3. _____ as to _____ (SEAL)
4. _____ as to _____ (SEAL)

CORPORATE PRINCIPAL: _____

Attest:

BUSINESS ADDRESS: _____

BY: _____ Affix
Corporate
Seal

NAME & TITLE: _____

CORPORATE SURETY: _____

Attest:

BUSINESS ADDRESS: _____

BY: _____ Affix
Corporate
Seal

NAME & TITLE: _____

State of Alaska Court System

END OF SECTION

SECTION 01740.1

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Nesbett Courthouse Carpet Replacement

Project #ANC-C-16-0012

TO OWNER:
Alaska Court System
820 W. 4th Avenue
Anchorage, AK 99501

ARCHITECT:
N/A

CONTRACTOR:

WORK ON THE ABOVE PROJECT GENERALLY INCLUDES:

Installation of Owner provided carpet and seating and the painting of courtrooms and public screening areas.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION: The date of substantial completion of the Work is the date determined by the Owner when the Work is substantially complete in accordance with, and as defined in, the Contract Documents.

CERTIFICATION BY CONTRACTOR OF SUBSTANTIAL COMPLETION:

I certify that the Work is substantially complete, in accordance with, and as defined in, the contract documents. A list of items to be completed or corrected will be prepared by the Owner and the Architect, and appended hereto. The failure to include any items on such list does not alter the responsibility of the undersigned to complete the Work in accordance with the contract documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

CONTRACTOR: _____
(Signature) For _____
(Company)

(Name Printed) Date _____

CERTIFICATION BY ARCHITECT OF SUBSTANTIAL COMPLETION:

I certify that I have inspected the Work and certify that the Work is substantially complete, in accordance with, and as defined in, the contract documents.

ARCHITECT: _____
(Signature) For _____
(Company)

(Name Printed) Date _____

CERTIFICATION BY PROJECT MANAGER OF SUBSTANTIAL COMPLETION:

I certify that I have inspected the Work and certify that the Work is substantially complete, in accordance with, and as defined in, the contract documents.

PROJECT MANAGER: _____
(Signature) For ALASKA COURT SYSTEM
(Company)

(Name Printed) Date _____

DATE OF SUBSTANTIAL COMPLETION:

In reliance upon the certification of the Contractor, the Architect, and the Project Manager, the Owner hereby accepts the Work as substantially complete. The date of substantial completion is hereby established as _____

for all areas and components except for _____

The Contractor shall maintain all insurance, including property insurance, until final acceptance of the Work.

OWNER: ALASKA COURT SYSTEM Date _____

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: _____

SECTION 01740.3

WARRANTY OF WORK AFTER FINAL PAYMENT

Nesbett Courthouse Carpet Replacement Project #ANC-C-16-0012

Prior to final payment, the Contractor shall furnish to the Owner a Warranty of Work After Final Payment in the following form:

The CONTRACTOR does hereby warrant all work and materials to be in full and complete accordance with the Contract Documents and Agreement between Owner and Contractor and requirements appertaining thereto; that all work and materials are free from any defects and imperfections and fully suitable for the use and purposes for which each and every part is intended. The contractor also agrees that, should any defect develop or appear which the Project Manager or Architect finds was not caused by improper use, the Contractor shall promptly, upon demand, fully correct, substitute and make good any such defective material, without any cost to the Owner, and will save the Owner harmless against any claim, demand, loss, or damage by reasons of any breach of this warranty.

This period of this warranty shall commence on the date of Final Acceptance of the Owner.

The warranty shall continue to be in full force and effect for the period of one year, except for those items for which a longer period of warranty is specifically stated in the Warranties for work in Technical Sections of the Specifications. Warranties for work stated in Technical Sections shall continue in full force and effect for the respective periods expressly stated.

In WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, year _____.

(Firm Name): _____

(Signature): _____

(Title): _____

(Attest): _____

(SEAL IF BIDDER IS A CORPORATION)

CERTIFICATE OF COMPLIANCE

Nesbett Courthouse Carpet Replacement Project #ANC-C-16-0012

No final payment shall be made until the CONTRACTOR shall file with the OWNER, prior to acceptance of the Work, a notarized Certificate of Compliance on the following form:

- A. The CONTRACTOR does hereby certify that all work has been performed and materials supplied in accordance with the DRAWINGS, SPECIFICATIONS, and Contract Documents for the above work, and that;
1. No less than the prevailing rates of wages as ascertained by the governing body of the Contracting Agency has been paid to laborers, workmen and mechanics employed on this Work;
 2. There have been no unauthorized substitutions of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the OWNER prior to the start of such subcontracted Work;
 3. No subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor, without prior notice having been submitted to the OWNER together with the names of all subcontractors;
 4. All claims for material and labor and other service performed in the connection with these specifications have been paid.

In WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, year _____.

(Firm Name): _____

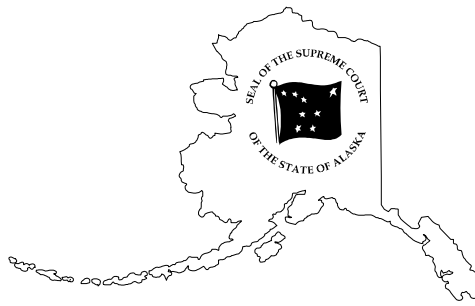
(Signature): _____

(Title): _____

(Attest): _____

(SEAL IF BIDDER IS A CORPORATION)

As determined necessary, evidence of compliance may be required to be submitted with and made a part of this Certificate of Compliance.



ALASKA COURT SYSTEM

State of Alaska

Dawn Molina

SNOWDEN ADMINISTRATIVE OFFICE BUILDING
820 W. 4TH AVENUE
ANCHORAGE AK 99501-2005

(907) 264-8284
Fax (907) 264-8296
dmolina@akcourts.us

Date: _____

Name of Individual: _____ (First, Middle, Last)

Date of Birth: _____

Social Security Number: _____

Previous States of Residence: _____

Job (reason for background check): _____

Dawn Molina, Leasing and Contract Manager

The above information is being requested to assist in hiring of consultants/contractors for the Alaska Court System. All information (verbal or written) is confidential and will not be disclosed or disseminated to anyone other than the court.

Date Request Fulfilled _____ By: _____

☐ No criminal record ☐ Records to follow ☐ No Driver's Record

SECTION 09680

CARPET

PART 1 - GENERAL

1.1 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this Specification. The publications may be referred to in the text by basic designation only. In case of conflict/expiration the most stringent/current shall apply.
1. Carpet and Rug Institute (CRI) - Standard for Installation of Commercial Textile Floor covering Materials.
 2. ASTM D 2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials; 2004.
 3. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2005.
 4. ASTM E 648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2006.
 5. CRI 104 - Standard for Installation of Commercial Textile Floorcovering Materials; Carpet and Rug Institute; 2002.
 6. CRI (GLA) - Green Label Testing Program - Approved Adhesive Products; www.carpet-rug.org; current edition.
 7. CRI (GLC) - Green Label Testing Program - Approved Product Categories for Carpet; www.carpet-rug.org; current edition.
 8. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; National Fire Protection Association; 2006.

1.2 SUBMITTALS

- A. Manufacturer's Literature – Floor Covering:
1. Owner-Provided Carpet and adhesive squares: Reference installation instructions attached the end of this section for Owner-Provided InterfaceFlor carpet tile and TacTile. Carpet tile to be installed using the TacTile method.
 - a. Submit confirmation that carpet will be installed using the TacTile installation method.
 2. Non-Owner-Provided Materials – Provide manufacturer's specifications and installation instructions for all related materials required for a complete floor covering installation, including, but not limited to: cove base, transition strips, edge trim, and carpet manufacturer approved adhesives, floor fillers and preparation materials.
- B. Installer References and Qualifications:
1. Installer must have installed at least three (3) jobs of similar size and complexity in the past five (5) years Provide a compliance letter with three (3) references for the installation contractor. References to include scope, date and customer contact information including phone number for projects no older than five (5) years.
 2. Provide installer qualifications to confirm approval in writing by the Carpet Manufacturer for carpet installation specifically on this project.

- C. Shop drawings showing the locations and layout of each type of carpet installation including pattern for carpet tile, installation format (monolithic, brick-ashlar, quarter-turn, or non-directional), and locations of edge trim and transition strips on a floor plan of the carpeted areas, noting transitions, and other edge conditions. Coordinate with Owner on installation format. Submit for approval prior to commencement of the Work.
- D. Installation Warranty: Installation provider shall warrant all installation services will be free from defects in workmanship for a period of at least two (2) years following their completion, and that in the event of defective services, the installation provider will re-perform the affected services and, as necessary, supply new products of the same or similar grade sufficient to repair or replace products adversely affected.
- E. Samples: Prior to ordering materials, submit two samples of all accessories in the Contractors recommended color to be installed for approval. Sample to be submitted include but are not limited to: Edge Guards, Stair Nosing; Rolled Rubber Cove Base, Rubber Cove base inside and outside corners, Transition Strips. Submit full color charts showing manufactures standard colors for all accessories. Final color selection to be determined by Owner as selected from manufactures standard colors

1.3 WARRANTY – OWNER-FURNISHED CARPET

- A. Owner provided carpet manufacturer will provide the following written warranty on their letterhead, which must be co-signed by the installer. This warranty will state that the carpet will conform to the following:
 - 1. Warranty for a period of not less than 15 years:
 - 2. Wear - Surface fiber wear shall not be more than 10% by weight in 15 years. (Note: Wear warranty shall not require use of chair pads)
 - 3. Static - Static generation at less than 3.0 kV at 70° F, and 20% R.H.
 - 4. No de-lamination
 - 5. No edge ravel
 - 6. No dimensional instability (i.e., shrinkage, curling and doming) which adversely affect the ability of the tile to lay flat
- B. Carpeting replaced under this warranty shall be done at no cost the OWNER.
 - 1. Carpet Manufacturer shall bear all costs of carpet replacement when materials are found to be latently deficient – with defects which are not observable upon receipt by Contractor and installation of goods.
 - 2. Contractor shall bear all costs of carpet replacement when: carpet is installed in a deficient manner; when carpet is installed over subflooring which was not prepared appropriately; when they installed carpet with deficient materials or equipment not procured from the Carpet Manufacturer, or when Contractor installed Carpet Manufacturer materials that contained deficiencies that would have been obvious during an inspection upon receipt.

1.4 QUALITY CONTROL AND QUALITY ASSURANCE

- A. Carpet installed the first day and approved by the Owner representative shall be the standard for the rest of the installation, including seams, bases, transition, floor preparation and adhesives. Coordinate inspection of first day's installation with Owner.
- B. Measurement Verification: Dimensions shown on drawings are approximate. It is the Flooring Contractor's responsibility to verify all dimensions and job site conditions. No substitutions or

additional funding shall be approved to make up for any shortage of material or in carpet to be installed.

1.5 PRODUCT LABELING / SPECIFICATIONS

- A. Owner provided carpet tile packages shall have the following information attached or labeled when delivered to the jobsite or listed in product specifications:
 - 1. Manufacturer's Name, Type, Pattern, Color, dye-lot (if applicable) backing type, and date of manufacture
 - 2. Carpet Research Institute "Green label": low chemical pollutant emissions and Volatile organic compounds (V.O.C.)

1.6 INDOOR AIR QUALITY

- A. Work practices shall limit the amount of VOCs.
- B. Verify building ventilation system is in proper working order. Verify building permanent ventilation system at maximum outdoor air flow before bringing carpet into building, during installation and minimum 72 hours after installation.

1.7 TEMPERATURE AND HUMIDITY REQUIREMENTS

- A. Verify building, floor, and materials at 65 to 85 degrees F. for 72 hours prior to, during, and 72 hours after installation. Verify relative humidity between 10 to 65 percent.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Owner provided materials: Contractor to coordinate with Owner's freight forwarder for delivery of carpet tile and TacTiles to the Nesbett Courthouse. Delivery shall also be coordinated with the Owner to ensure that the loading dock is available for use. Contractor shall receive, unload, and move each delivery (there are two 20' containers) of carpet from the Nesbett Courthouse loading dock to the storage location at the Basement floor level. Each delivery shall be removed to the storage location within one shift. No flooring materials are to remain in the loading dock at the end of each day.
- B. Contractor provided materials: Contractor to coordinate with Owner to ensure that the Nesbett Courthouse loading dock is available for use. Contractor shall receive, unload, and move all materials from the loading dock to the storage location at the Basement floor level. Each delivery shall be removed to the storage location within one shift. No flooring materials are to remain in the loading dock at the end of each day.
- C. Elevators are available for transporting pallets of materials from the 1st floor to the Basement floor after court system working hours only.
- D. The designated storage location for the InterfaceFlor carpet tiles and TacTiles, and for all other miscellaneous Contractor provided materials and equipment will be the Nesbett Basement Tunnel.
- E. Storage of tools and materials in individual courtrooms and jury rooms within their scheduled dates of Work is allowed during the Contractors work within each area.

1.9 EXTRA MATERIALS

- A. Contractor to deliver all surplus carpet tiles and TacTiles at the completion of the project to the Owner's warehouse at 821 West 5th Avenue. Each piece of extra material shall be clearly labeled to identify exact style, color, manufacturer, and dimensions.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURER

- A. InterfaceFlor will be the manufacturer of the Owner-furnished carpet.
- B. Contractor provided rubber base, TacTiles, adhesive, and miscellaneous materials: Manufacturers names, numbers and features are listed to establish a stand of quality. It is the responsibility of the Contractor to submit suitable documentation that demonstrates a substitute product is equivalent in all regards to what is identified by the Owner as the minimum standard of quality. Owner will be sole judge of acceptability of materials appearance.

2.2 OWNER-FURNISHED CARPET

- A. Specific InterfaceFlor carpet patterns and colors, quantities, and general areas of installation are as follows:
 - 1. Shiver Me Timbers 103922 Sycamore: 1758.12 SY; 294 boxes; installed at spectator seating areas at all courtrooms.
 - 2. Driftwood 104860 Chestnut: 2386.02 SY; 399 boxes; installed at all courtrooms, non-spectator seating areas.
 - 3. Entropy 9600 Raven: 2876.38 SY; 481 boxes; installed at Probate areas at the Basement level, Clerk's Offices throughout the 1st Floor; Jury Assembly at the 2nd floor; Jury Deliberation Rooms on the 3rd, 4th, 5th, and 6th Floors; and Hearing Room 508 and West area offices on the 5th Floor.

2.3 MISCELLANEOUS MATERIALS

- A. Rubber Cove Base: Rubber Topset Cove (FS-SS-W-40): Armstrong, Flexco, Mercer, Burke, Johnsonite or approved.
 - 1. .080 inch minimum thickness by 4 inch minimum height. Rolled base, not strips. Coved with toe. Color to be selected by owner from Contractor submitted manufactures standard colors.
- B. Stair Nosing: Equal to Johnsonite VIVCD-XX Visually Impaired Double Undercut Carpet Vinyl Stair nosing, 2" hinged square nose configuration 3-3/16" tread depth with 2" wide co-extruded contrasting color strip, undercut for 1/4" to 5/16" carpet on step and riser. Length to fit stair width, or at platforms provide length of a miniumum of 6'. Color: to be selected.
- C. Stair Risers and Skirts: Provide one-piece smooth rubber topset cove style, 1/8" minimum thick, 7" high. Color to match cove base and stair nosing.
- D. Primers, Adhesives, seam sealers: Waterproof, water based non-flammable, mildew resistant as recommended in writing by the carpet manufacturer for heavy duty commercial traffic, direct adhering to existing concrete or wood subfloors with "zero" (V.O.C.) emission conforming to Carpet Research Institute Green label guidelines.

- E. Adhesives for Owner-Furnished Carpet: Waterproof, water based, non-flammable, as recommended by manufactures for their product, compatible with materials being adhered; maximum VOC of "zero"; CRI Green Label certified; in lieu of labeled product, independent test report showing compliance is acceptable. Provide adhesive as recommended by manufacturer at cut tiles.
- F. TacTile connectors: As Manufactured by InterfaceFlor.
- G. Carpet edge guards, non-metallic - Extruded or molded heavy duty vinyl or rubber carpet edge guard or transition strip of size and profile required by conditions, and with minimum two inch wide anchorage flange; colors selected by Owner from among standard colors available within the industry.

PART 3 - EXECUTION

3.1 REMOVAL AND REPLACEMENT OF EQUIPMENT AND FURNISHINGS

- A. Reference Summary of Work Section 01010 for this work.

3.2 DEMOLITION AND REMOVAL OF EXISTING FLOORING MATERIALS:

- A. Cover all smoke detectors within the area of Work prior to the commencement of the Work to prevent accidental alarm events. Remove covers at the end of each shift and re-cover prior to the commencement of Work the next day. Continue until Work is Substantially Complete.
- B. Conduct demolition to minimize interference with adjacent building areas. Maintain protected egress and access at all times.
- C. Provide protection required to prevent damage to existing finishes and equipment to remain. Restore to original condition all work damaged or otherwise made defective in appearance or function by the execution of demolition work.
- D. Provide, erect, and maintain temporary barriers and security devices as needed to segregate construction areas from occupied areas. Erect and maintain temporary partitions to prevent spread of dust, fumes, noise, and smoke to provide for Owner's occupancy as specified in Section 01010 Summary of Work. Coordinate demolition work with Owner to ensure that the facility outside of construction area remains clean and functional during Normal Business Hours.
- E. Remove and store in a protected area items noted to be removed and reinstalled, and items noted to be removed and salvaged for the Owner. Remove materials to be re-installed or salvaged in such a manner to prevent damage
- F. Remove demolished materials from site as work progresses. Transport from building site and legally dispose of off site in accordance with all local, state, and federal requirements. Transport removed materials through occupied areas on rubber tired trucks or dollies and properly cover to minimize damage to adjacent materials. Upon completion of Work each shift, leave areas of Work in the level of cleanliness in which they were found.
- G. No asbestos abatement is anticipated for this project. Should Contractor believe that hazardous materials are encountered during demolition operations, comply with applicable regulations, laws and ordinances concerning removal, handling and protection against exposure or environmental pollution, and contact Owner immediately.

3.3 PREPARATION

- A. Clean subfloor to remove existing flooring, old adhesive, grout, dirt, loose particles, oil, grease, curing compounds, and other foreign material detrimental to the adhesion and level laying of new carpet. Old adhesive must be removed per manufacturer's recommendations prior to any installation of modular carpet. As necessary, and when cutback adhesive is present or existing adhesive has indications of plasticization, or PVC backed products are being installed then the manufacturer's approved sealer must be applied after the old adhesive has been properly removed.
- B. Fill holes and cracks over 1/8 inch with filler approved by carpet manufacturer. Allow filler to dry as recommended by filler manufacturer before installing carpet.
- C. Sand or grind smooth and fill uneven joints and rough areas to feather edge within plus or minus 1/32 inch.
- D. As necessary, seal the floor with a manufacturer approved sealing compound.
- E. Vacuum or damp mop substrate immediately prior to carpet installation.
- F. Coordinate product delivery, product unloading and product staging with Owner. As necessary, store surplus material off site until needed at the job site to maintain a clutter free environment Carpet shall be stored in a room on site 24 hours prior to actual installation with the room preconditioned at a minimum of 60 degrees

3.4 EXAMINATION

- A. Examine surfaces to receive carpeting for defects that will adversely affect the Work, and for deviations beyond allowable tolerances.
- B. Start of work shall mean approval of the interfacing surfaces as capable of producing an acceptable job.

3.5 CARPET INSTALLATION

- A. General
 - 1. Installation Format: Coordinate with owner prior to commencement of work for format installation determination. (i.e. brick-ashlar, quarter-turn, monolithic, etc.)
 - 2. Inspect carpet before laying for streaking, shading spots, soil, dye lot differences, tufts; and no visible difference in side and end uniformity or other defects. Do not lay defective carpet.
 - 3. Comply with manufacturer's instructions and recommendations (reference InterfaceFlor Installations at the end of this Section) and in accordance with the Carpet and Rug Institute's Installation Standard, and approved submittals. Apply using the TacTile method.
 - 4. Provide cut outs where required. Conceal cut edges with protective edge guards or overlapping flanges.
 - 5. Install edging guard at all openings and doors wherever carpet terminates, unless indicated otherwise.
 - 6. Cutting shall be done in accordance with the manufacturer's recommendation, using the tools designed for the carpet being installed. Always secure cut tiles with adhesive
 - 7. Use leveling compound where necessary. Any floor filling or leveling shall have a minimum of 4'0" of feather.

8. Expansion joints - Do not bridge building expansion joints with continuous carpeting.
9. Run carpet under open bottom items such as heating convectors and install tight against walls, columns and cabinets so that the entire floor area is covered with carpet. Cover over all floor type door closures. Install carpet under removable flanges, furnishings, Contractor installed public and witness seating, and into alcoves and closets of each space
10. Remove any adhesive that dries or films over before use.
11. Run carpet over treads and risers of stairs, cutting out for specified or existing stair nosing.
12. Neatly trim and remove any loose threads or tufts. Completed installation shall be smooth, continuously adhered and free from wrinkles, buckles, frayed areas, distortion, runs, and frays.

3.6 RUBBER COVE BASE, RISERS AND SKIRT INSTALLATION

- A. Unless except at wood finishes, install rubber cove base at all permanent vertical surfaces adjacent to new carpet: walls, columns and casework. Install in cabinet toe spaces of areas schedule for base.
- B. Fit joints tightly and make vertical. Maintain a minimum of 72" inches between joints.
- C. Install base on solid backing. Bond tightly to wall and floor surfaces.
- D. Corners: Install manufactured inside and outside corners. Extend base in one piece at least 72 inches beyond corner.
- E. Use rubber risers and skirts at stairs over one level change.

3.7 CARPET EDGE TRIM STRIP INSTALLATION

- A. Install over carpet edges at junctions of different types or heights of carpet or different flooring materials and where carpet edge does not abut a vertical surface.
- B. Anchor strip with expansion anchor type screws at concrete at 12 inches maximum. Adhesive is not acceptable.
- C. Place trim over carpet joints under closed door position where carpet meets different flooring materials at a door.
- D. Install an edge trim or transition strip that will appropriately bridge the difference in height and type between flooring materials, or in some areas between flooring and exposed subfloor.
- E. Transition Strips under doorways are to be removed and reinstalled after carpet is installed continuous underneath. Contractor shall be responsible for replacement of transition strips to match existing if damaged prior to, or as a result of, the Work

3.8 STAIR NOSING INSTALLATION

- A. Install on nose of stairs, platforms and other elevation changes. Provide one full piece at stair nose from wall to wall. Fit joints tightly at other conditions. Adhere with glue appropriate for high traffic applications. Provide nosing appropriate to materials and conditions of installation.

3.9 CLEAN UP

- A. Dispose of surplus materials, except the following to be delivered to Owner's storage facility as described in Part 1.
 - 1. TacTiles
 - 2. Full carpet tiles, and cuttings over ½ of a tile
 - 3. Full width stair nosings, and rubber base over 4' long.
- B. Leave carpet and adjacent surfaces clean and free from adhesives or soil spots.
- C. At the completion of the work every shift: Vacuum carpet using commercial dual motor vacuum of type recommended by carpet manufacturer. Remove spots and replace carpet where spots cannot be removed. Remove rejected carpeting and replace with new carpeting. Remove any protruding yarns with shears or sharp scissors. Leave areas of Work in the level of cleanliness in which they were found prior to the beginning of the shift.
- D. Replace furniture and equipment relocated to original locations at the end of each shift, except as approved by Owner.

3.10 INSPECTION

- A. Upon completion of the installation, verify that work is complete, properly installed and acceptable.
- B. Preliminary Acceptance - Upon completion of the carpet installation, it shall be inspected by Owner.

3.11 PROTECTION

- A. Do not install sheet plastic over carpet for protection, if needed use non-staining Kraft protection paper.

END OF SECTION

Installation Instructions for GlasBac®/GlasBacRE Tiles

Interface®

Important Notices

These Installation Instructions cover most installation procedures. If you run across a situation that isn't addressed in this document or requires more detailed assistance please contact the Interface Help Desk. U.S. (877) 733-7403 / Canada (888) 224-2972

All carpet tiles should be carefully inspected for damage or defects prior to installation. Interface will not be responsible for any cost associated with replacement or repair as a result of damaged or defective tiles being installed when said damage or defects were identifiable prior to installation.

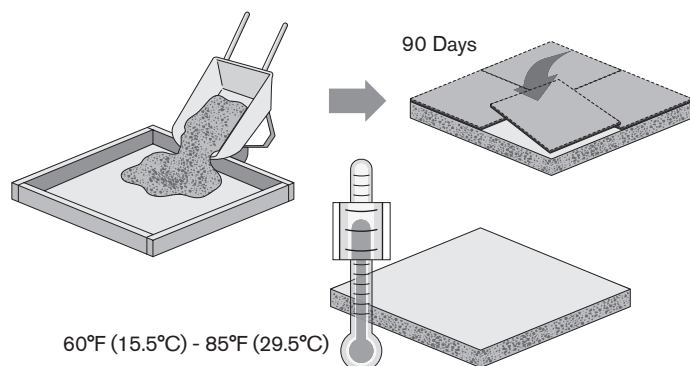
If you encounter any conditions or defects during installation that could jeopardize the installation or affect the installation procedure, you should STOP the installation immediately and call the Interface Help Desk. U.S. (877) 733-7403 / Canada (888) 224-2972

The carpet tiles are warranted in accordance with Interface's Standard Product Warranty. If you do not have a copy of Interface's Standard Product Warranty and wish to obtain one, call the Interface Help Desk. U.S. (877) 733-7403 / Canada (888) 224-2972 or visit our website at www.interface.com/warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THE STANDARD PRODUCT WARRANTY, INTERFACE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ITS PRODUCTS FOR ANY PARTICULAR PURPOSES, AND HEREBY DISCLAIMS THE SAME. Without limiting the foregoing, Interface will not be responsible for staining, soiling, contamination, tears, burns, cuts, pulls or other damage, deterioration or loss caused by abuse, misuse, improper installation, improper maintenance or failure to protect carpet tiles during building construction. Interface shall not be responsible for any damage or loss resulting from failure to strictly follow any part of these Installation Instructions, and such failure shall void any and all portions of the Standard Product Warranty that are affected by such failure.

WARNING: IN THE EVENT THAT ANY ASBESTOS-CONTAINING MATERIALS OR OTHER HAZARDOUS MATERIALS ARE ENCOUNTERED DURING INSTALLATION, YOU SHOULD STOP THE INSTALLATION IMMEDIATELY AND OBTAIN ASSISTANCE FROM A QUALIFIED REMEDIATION CONSULTANT OR CONTRACTOR PRIOR TO PROCEEDING.

Pre-installation visit

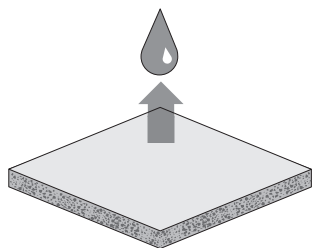


New concrete needs at least 90 days to dry under ideal conditions. Lightweight concrete and concrete poured above grade in metal pans take a considerably longer time to dry. Installation cannot begin until it is fully dried and in compliance with moisture and alkalinity requirements.

The temperature of your job site must stay within 60°F (15.5°C) and 85°F (29.5°C) with relative humidity between 40% - 60% for 48 - 72 hours prior to, during, and 48 - 72 hours after installation. So be sure the heating and air conditioning system is operating.

All carpet tiles must be removed from the cartons and allowed to adjust to the job site temperature for 48 hours prior to installation.

Concrete moisture and alkalinity testing



NOTE: The required pre-installation moisture and alkalinity tests should be performed to ASTM standards.

Per CRI guidelines it is recommended that these tests be performed by a qualified independent testing consultant.

Interface will not be responsible for failures, problems, or damage arising from high moisture, high alkalinity, or other subfloor conditions.

NOTE: New or bare concrete is defined as concrete free of adhesive residue, paint, sealers, primers and other applied materials.

Before installing, all concrete floors, regardless of age, must comply with the moisture and pH requirements stated below, and must otherwise be suitable for carpet tile installation. The moisture conditions of the concrete should be determined by use of the *In Situ* probe relative humidity (rH) test method (ASTM F 2170). Interface requires the use of a moisture testing device manufactured by Wagner or Vasela. The testing device must be properly maintained and calibrated in accordance with the manufacturer's specifications and frequency recommendations. Certificates of calibration should be maintained for test validation.

Interface allows for carpet tile installation under a variety of conditions depending on the type of slab and the moisture and pH test results at time of installation:

1. For installation over concrete with up to 97% rH and pH up to 11.0, you may install with Interface's TacTiles® connectors in conjunction with XL Brands' 9511 Moisture Vapor Reduction System. All XL Brands 9511 written requirements for product application, including but not limited to moisture and pH testing protocols, must be met for Interface warranty eligibility. More information concerning the proper use of XL Brands 9511 can be obtained through your local Interface representative or by visiting www.xlbrands.com.

Concrete moisture and alkalinity testing (continued)

2. For installation over concrete with up to 90% rH and pH up to 9.0, you may install with Interface's TacTiles® connectors provided the following conditions are met:

- The concrete slab must be a new, bare concrete less than one year old from date of pour.
- The slab must be on or above grade.
- On grade slabs must have a functional vapor barrier under the entire slab.
- An above grade slab must be a suspended slab or be poured in a vented pan.

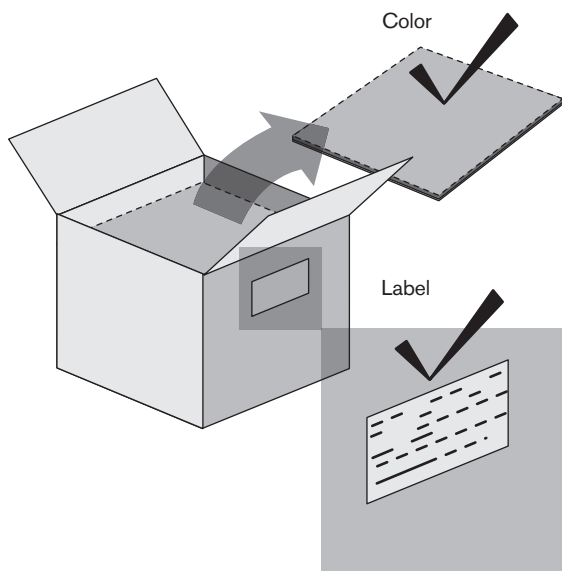
3. For installation over concrete with up to 85% rH and pH up to 9.0, you may install over all other suitable concrete slab conditions when installed with Interface's TacTiles® connectors.

4. For glue-down installations, you may install over concrete with up to 80% rH and with a pH up to 9.0.

NOTE: Moisture and pH test results reflect only the conditions of the concrete at the time of testing. If the moisture and/or pH test results are outside of the stated allowable limits, **STOP** and **DO NOT PROCEED** with the installation. Seek further advice from Interface before proceeding.

Refer to Preparing the Subfloor for additional information concerning issues relating to surface conditions of the concrete slab prior to installation.

Product inspection



INSPECT INTERFACE GLASBAC/GLASBACRE CARPET TILES TO BE SURE THEY MEET THE ORDER SPECIFICATIONS. IF THE WRONG PRODUCT OR COLOR IS INSTALLED, INTERFACE WILL NOT BE RESPONSIBLE FOR CORRECTING THE PROBLEM.

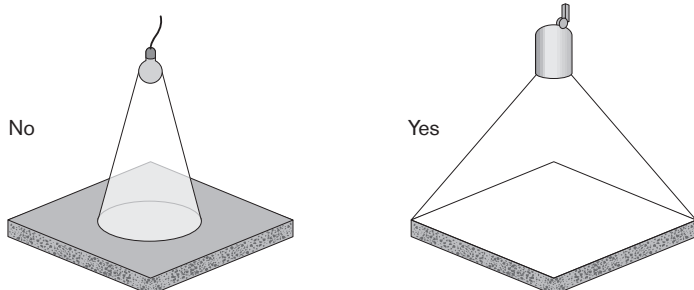
The labels on each carton indicate product style, pattern, color, run number and dye lot. Be sure the style, pattern and color match the specifications for each area of your installation. On larger installations, you may find that some cartons have different run numbers and/or dye lots. To avoid subtle variations in the finished installation of non-i2® styles, do not mix run numbers or dye lots in the same area.

Dye lots may be mixed for Interface i2 styles.

Check to confirm that you have the right quantity and correct installation method. Be sure you also have enough tiles to establish an "attic stock" for future replacements.

Open all cartons to inspect for damaged or defective tiles. If you find any, call the Interface Help Desk. U.S. (877) 733-7403 / Canada (888) 224-2972

Lighting



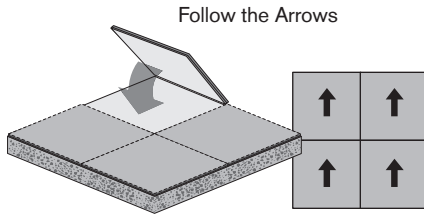
Ensure adequate overhead lighting is provided. Ideally, lighting should mimic or consist of the same conditions expected at time of occupancy.

INSTALLATION OF CARPET TILES SHOULD BE THE LAST ITEM ON THE CONSTRUCTION SCHEDULE. CAREFULLY CONSIDER THE RISKS IF YOU ARE ASKED TO INSTALL CARPET TILES TOO EARLY. IF CARPET TILES ARE INSTALLED BEFORE CONSTRUCTION IS COMPLETE, ANY STAINING, SOILING OR DAMAGE CAUSED BY OTHER TRADES MAY VOID THE PRODUCT WARRANTY.

SQUARE TILES

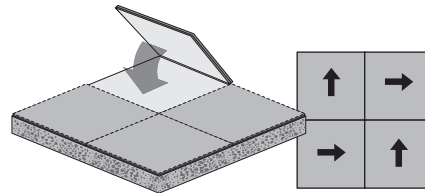
(for Plank Tile Instructions see page 11)

Monolithic Installation



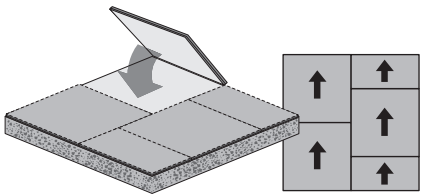
An arrow is printed on the back of each carpet tile to indicate pile direction. Make sure the arrows point in the same direction throughout your installation.

Quarter-Turn Installation



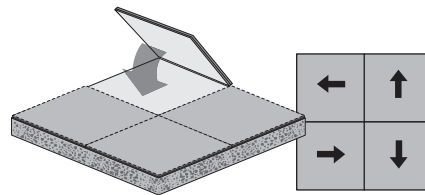
Some Interface GlasBac/GlasBacRE tiles are designed to be installed in a parquet pattern. In this case, the arrows should be turned 90 degrees every other tile.

Ashlar Installation



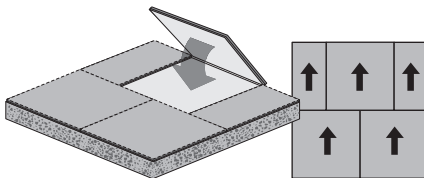
Some Interface GlasBac/GlasBacRE tiles are designed to be installed in an ashlar pattern by offsetting the front and back tile joints.

Non Directional Installation



Some Interface GlasBac/GlasBacRE tiles are designed to be installed in a non directional pattern. This pattern allows installation of tiles without regard to arrow direction.

Brick Installation



Some Interface GlasBac/GlasBacRE tiles are designed to be installed in a brick pattern by offsetting the side joints of the tiles.

Tools

Proper installation requires tools on the following checklist.

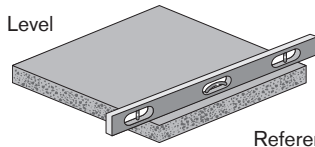
English/Metric
steel measuring tape
White chalk line
Carpet knife
Carpet knife replacement
blades
Steel straight edge
Carpenter's square
Broom
Sander

Vacuum
Hammer
Scraper
TacTiles
OR
Recommended adhesive
with 1/2" nap paint roller

NOTE: INTERFACE ASSUMES NO LIABILITY FOR ISSUES RELATED TO OR RESULTING FROM INSTALLING OUT OF SPECIFICATION, INCLUDING, BUT NOT LIMITED TO, RECOMMENDED INSTALLATION METHOD.

PREPARING THE SUBFLOOR

Installing over concrete

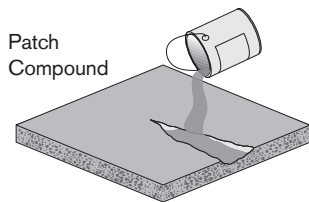


Reference 10' straight edge method. Level is defined as having up to 1/4" maximum gap within 90% of samples taken. No sample should exceed a maximum gap of 3/8".

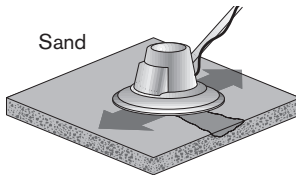
All concrete floors must comply with moisture and alkalinity requirements prior to proceeding with installation. (See "Moisture and Alkalinity Test" above.)

Level the floor to the standards outlined in the American Concrete Institute specifications for Concrete Buildings in regards to troweled finish and finishing tolerances. Leveling compounds must be cementitious based.

Existing Concrete



Sand



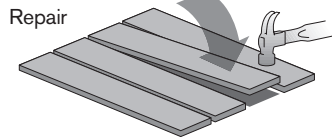
Patch cracks and holes with one of the following approved patching compounds: Ardex Feather Finish, Ardex K-15, Henry's 547, Armstrong S-184 or similar cement based compound. NOTE: Some patching compounds can be mixed with water while some must be mixed with latex. Follow the manufacturer's specifications and instructions for use.

NOTE: Incompatible adhesives, (multipurpose, cutback, etc.) solvent based materials and other contaminants should be removed or encapsulated prior to installation of carpet. Contact the Interface Help Desk. U.S. (877) 733-7403 / Canada (888) 224-2972

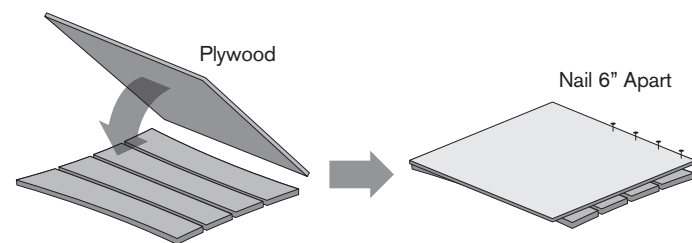
New Concrete

Interface recommends that dusty and / or porous conditions be primed using XL Brands Prelude or a similar product.

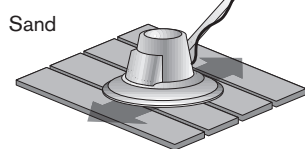
Installing over wood, plywood or particle board



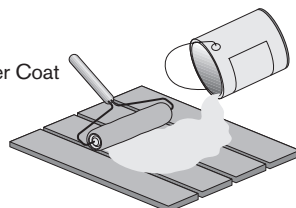
Repair loose or broken boards. Secure with 8-D cement-coated screw nails.



If the majority of the boards are worn or badly cupped, cover with 5/8 inch (1.6 cm) exterior grade AD plywood secured with 8-D cement-coated screw nails spaced 6 inches (15.2 cm) apart. Sand seams smooth.



Barrier Coat



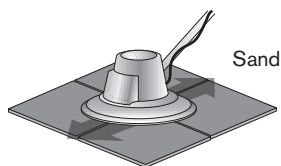
Sand the finish down to bare wood.

Remove dust by sweeping, then wiping with a tack cloth.

All wood surfaces should be primed prior to application of an adhesive. Interface recommends XL Brands TriSeal or similar product.

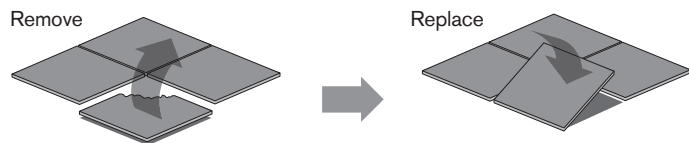
NOTE: Incompatible adhesives, solvent based materials and other contaminants should be removed or encapsulated prior to installation of carpet. Contact the Interface Help Desk. U.S. (877) 733-7403 / Canada (888) 224-2972

Installing over vinyl tile, sheet vinyl or natural materials

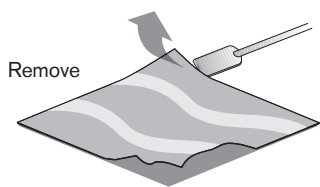


WARNING: EXISTING FLOOR COVERING MAY CONTAIN ASBESTOS OR OTHER HAZARDOUS MATERIALS. IN THE EVENT ASBESTOS-CONTAINING MATERIALS OR OTHER HAZARDOUS MATERIALS ARE ENCOUNTERED, YOU SHOULD STOP THE INSTALLATION IMMEDIATELY AND OBTAIN ASSISTANCE FROM A QUALIFIED REMEDIATION CONSULTANT OR CONTRACTOR PRIOR TO PROCEEDING.

Use an appropriate non solvent stripper or a sander to remove the wax top coat.

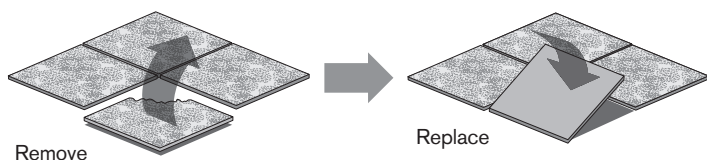


Remove any damaged or loose vinyl tiles and replace with comparable thickness tile or patching compound.

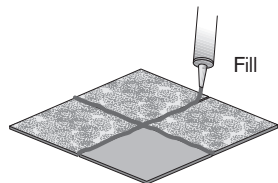


Remove sheet vinyl with a scraper. Do not install over sheet vinyl. Any existing adhesive remaining on subfloor should be removed by grinding/scraping and residue encapsulated.

NOTE: This is not necessary for TacTiles connectors. Sheet vinyl must be secure to subfloor.

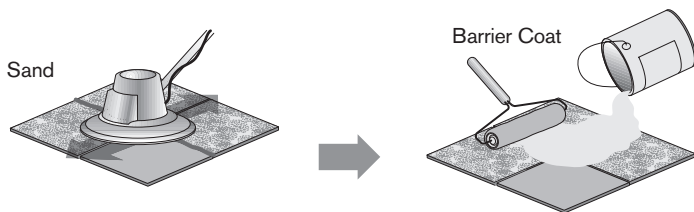


For natural materials such as granolithic, terrazzo, marble, ceramic tile, etc., breakout and remove all material or replace damaged areas with substitute material of the same thickness.



Patch and fill cracks and irregularities, including grout lines, with one of the following approved patching compounds: Ardex Feather Finish, Ardex K-15, Henry's 547 or similar cement based compound.

NOTE: Some patching compounds can be mixed with water while some must be mixed with latex. Follow the manufacturer's specification and instructions for use.

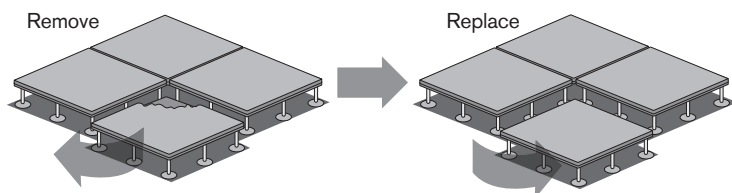


Sand top surface to remove glaze.

Remove dust by sweeping, then wiping with a tack cloth.

All porous surfaces should be primed prior to application of an adhesive. Interface recommends XL Brands TriSeal or similar product.

Installing over raised floors

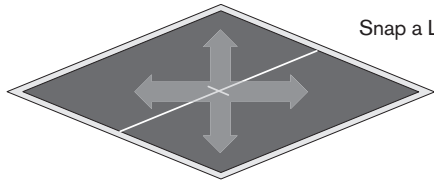


Patch or replace any damaged floor panel inserts.

Panels should be free of any dirt, grease, oil, paint, sealer, adhesive or other materials from floor.

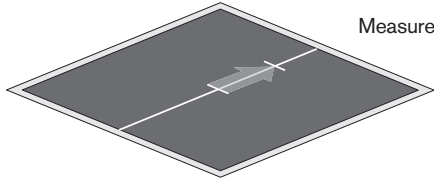
NOTE: Incompatible adhesives, solvent based materials and other contaminants should be removed or encapsulated prior to installation of carpet. Contact the Interface Help Desk. U.S. (877) 733-7403 / Canada (888) 224-2972

ESTABLISHING THE STARTING POINT



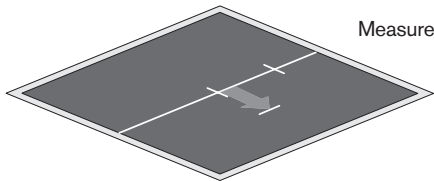
Snap a Line

1. Measure to determine the center point and mark. Snap a chalk line.



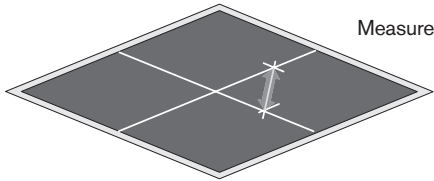
Measure

2. Measure 8 feet (243.5 cm) out from your center point along the chalk line. Make a mark.



Measure

3. Measure 6 feet (182.9 cm) from your center point at a right angle to your chalk line and make a mark.



Measure

4. Measure the distance between your marks. It should be exactly 10 feet (304.8 cm). If it is, your quadrants will be square. Snap a chalk line here.

NOTE: If the room is too small for the above measurements, reduce them by half. Measure 4 feet (121.9 cm) vertically and 3 feet (91.4 cm) horizontally. In this case, the measurement between your two marks should be exactly 5 feet (152.4 cm).

Determine if center lines need to be offset

Dry fit (without adhesive) a row of tiles along the entire length of your vertical and horizontal center lines. Go all the way to the walls. If necessary, offset either or both center lines to ensure perimeter tiles will be cut no less than half size, or 9.84 inches (25 cm).

TacTiles Installation System

SQUARE TILES

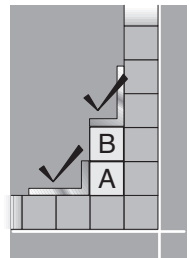
(for Plank Tile Instructions see page 12)

Applying TacTiles connectors

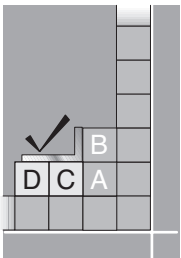
NOTE: The average TacTile connector application rate is four TacTiles per square yard of carpet when installed monolithic, quarter-turn or non directional and six TacTiles per square yard when installed ashlar or brick. In small spaces a higher per yard application rate may apply. Consult your local Account Executive or the Interface Help Desk. U.S. (877) 733-7403 / Canada (888) 224-2972

TacTiles connectors should not be used on stairs, ramps or inclines.

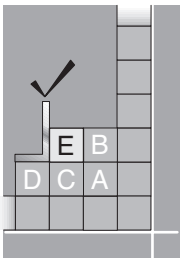
Lay anchor rows, placing a TacTile connector at every joint. Install carpet using a step method placing a TacTile connector at every corner.



Check
Square



Check
Square

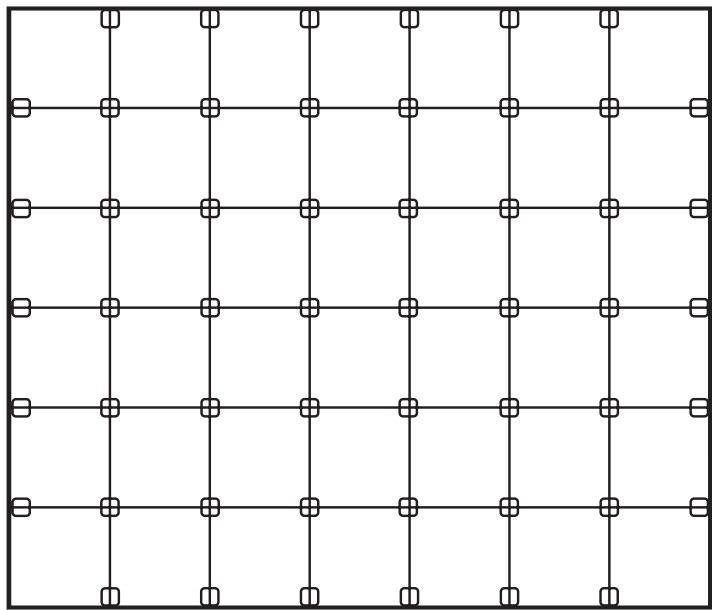


Check
Square

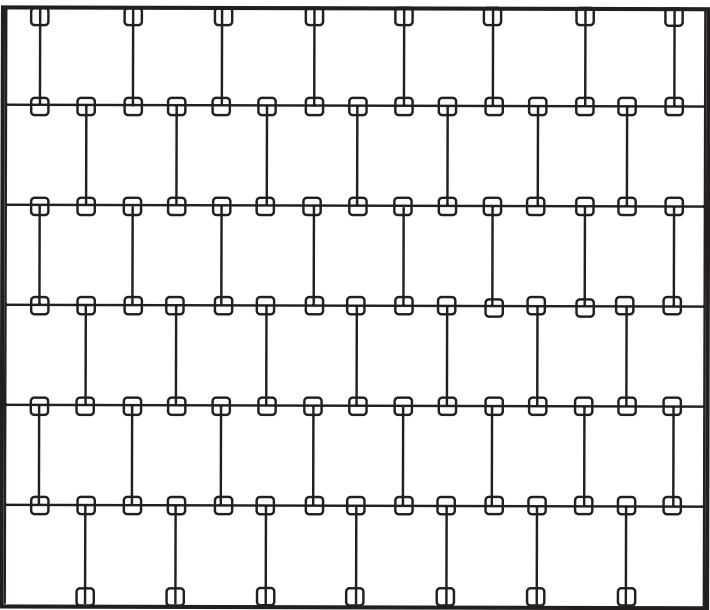
TacTiles connector placement

Insert tiles based on approved installation method. TacTiles connectors should be applied based on the following diagrams.

Quarter-Turn / Monolithic / Non Directional Installations / Area Rugs



Brick / Ashlar Installations (Six TacTiles per yard - one at every corner.)



NOTE: When installing using Interface TacTiles connectors, perimeter tiles should be cut net to the wall. In the event a wall or other termination point does not extend to the subfloor, the perimeter tiles should be installed using an approved Interface adhesive.

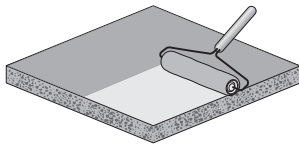
Adhesive Installation

APPLYING ADHESIVE

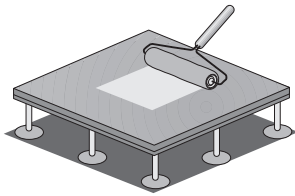
If you choose spread adhesive, use only XL Brands 2000 (U.S.), 2300 (U.S.) or 2500 (Canada) Pressure Sensitive Adhesive on all areas other than stairs. On stairs, use only vinyl compatible permanent adhesive. For stair nosing, use manufacturer's recommended installation method.

Full spread adhesive application

Spread Rate:
40 - 45 Sq. Yds./Gallon



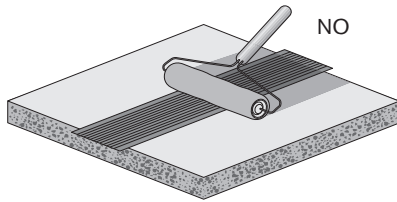
Raised Floor Systems



Apply adhesive with a 1/2" nap paint roller. Expect a spread rate of 40-45 square yards per gallon using a 1/2" nap paint roller.

For raised floor systems a full spread of adhesive is required.

Adhesive in special situations



FLATWIRE

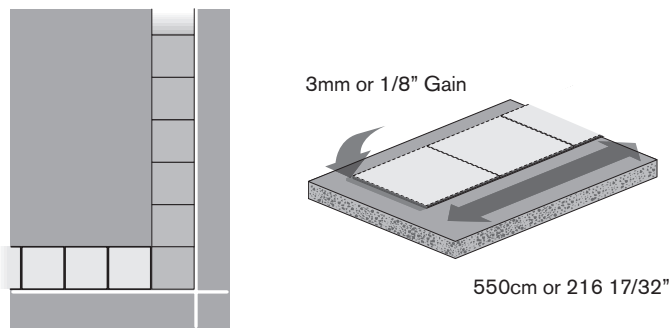
Never apply adhesive directly over flatwire. The flatwire may be damaged if the tiles need to be removed.

UNEVEN AREAS

Any surface that cannot be leveled may require adhesive or double-sided tape to hold a tile in place.

Tile Installation

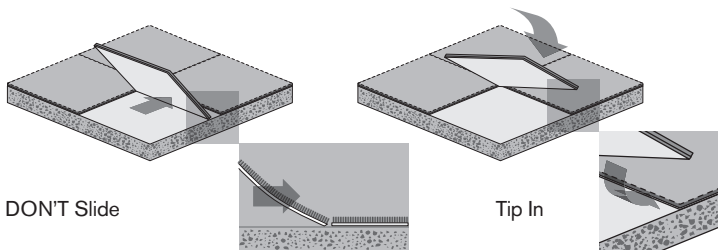
LAYING TILES



Follow the center lines closely. In smaller rooms, your anchor rows may consist of fewer than 11 tiles. Lay an anchor row of 10 additional tiles (11 including the one you've already placed) aligned with the center line.

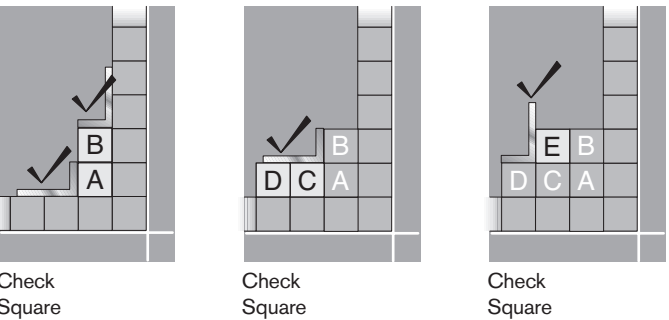
Measure your anchor rows. Each should equal 550 cm (11 tiles x 50 cm each, or 216 17/32") with no more than a 3mm (1/8") gain. If the gain is more than 3 mm, the tiles aren't tight enough and should be laid again. After relaying, measure again. If tiles are less than 550 cm they are too tight and should be laid again.

Tip into place

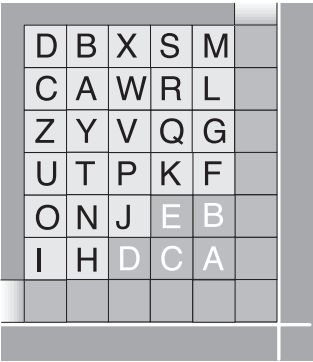


Don't position tiles by sliding them across the adhesive. This will cause the corner to bend under. Instead, brush the pile back with one hand, then tip a corner of the tile into place. Position the rest of the tile once the corner is properly aligned. Do not catch the pile in the joints.

Lay tiles in step or pyramid pattern

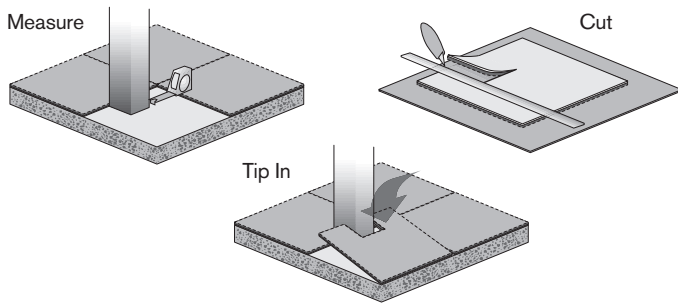


1. Lay two tiles vertically, and check that they are square to the anchor rows.
2. Lay two tiles horizontally, and check that they are square to the anchor rows.
3. Lay one tile to complete the step.
4. Follow the ABCD pattern laid out here until you reach the end of your anchor rows. Repeat laying anchor rows and ABCD patterns in all quadrants until complete.



CUTTING TILES

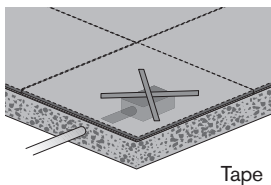
Guidelines for cutting tiles



Tiles adjacent to fixtures, architectural elements and walls need to be cut. Follow these guidelines:

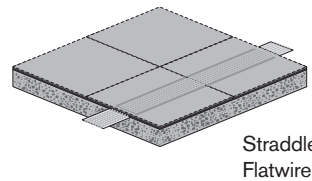
- If practical, remove the base molding before installing perimeter tiles. Replace molding when finished.
- Replace blades often. Sharp blades make cutting quicker, easier and more precise.
- Never use other tiles as a cutting surface. Place tiles on layers of cardboard before cutting.
- Always secure cut tiles with adhesive.

Floor outlets



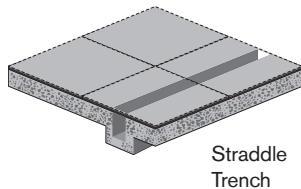
Floor outlets are usually wired after carpet tiles have been installed. Consequently, you should install tiles directly over floor outlets and mark the location with tape. This way, it will be easy to see which tiles need to be lifted for cutouts later.

Flatwire



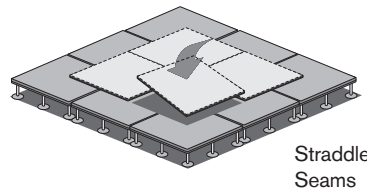
Tile layout should allow flatwire to be centered under a row of tile.

Trench headers



Tile layout should allow trench headers to be centered under a row of tile. Secure the tiles on either side of trench headers with adhesive. This will prevent the installation from shifting while servicing trench headers.

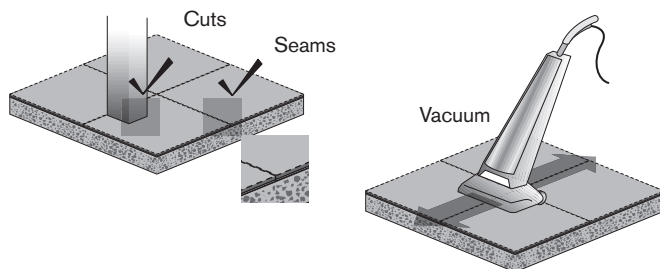
Raised floors



Raised floor panels are susceptible to subtle flexing. To ensure uniform appearance, avoid matching raised floor seams with tile joints.

PREPARING FOR OCCUPATION

Final inspection and vacuum



Inspect the entire installation, paying close attention to joints and any tiles that have been cut.

Vacuum the floor with a pile lifter. If you don't have a pile lifter, use an upright vacuum cleaner.

Follow CRI installation standards

In addition to the specific floor preparation and installation instructions detailed here, the Carpet and Rug Institute's Carpet Installation Standard must be followed. Please note that many of the Interface installation requirements may exceed or differ from those in the CRI Standard. In the event of conflict between the Interface Installation Instructions and the CRI Standard, you should follow the Interface Installation Instructions.

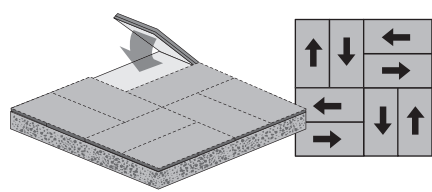
Special Product Guide

(for Square Tile Installation Instructions see page 3)

50CM X 1M PLANK TILES

Quarter-Turn Installation

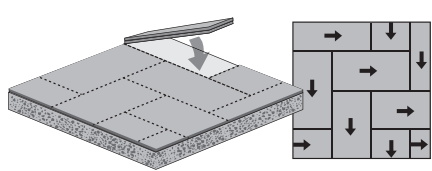
Follow the Arrows



Quarter-Turn is created by laying two planks side by side and rotating sets of 2 planks at 90° angles.

NOTE: Individual planks within a set should not be laid in the same direction.

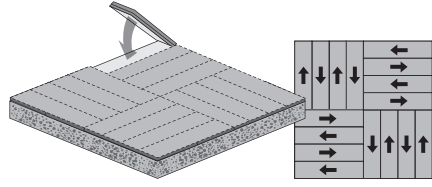
Herringbone Installation



Herringbone is created by laying planks in an L pattern.

25CM X 1M PLANK TILES

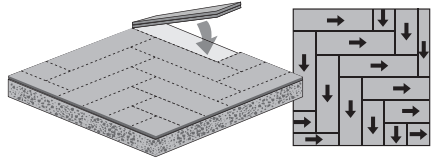
Quarter-Turn Installation



Quarter-Turn is created by laying four planks side by side and rotating sets of 4 planks at 90° angles.

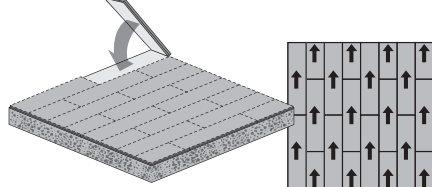
NOTE: Individual planks within a set should not be laid in the same direction.

Herringbone Installation



Herringbone is created by laying planks in an L pattern.

Ashlar Installation



Ashlar is created by offsetting the front and back tile joints.

TacTiles Installation System

(for Square Tile Instructions see page 7)

PLANK TILES

Applying TacTiles connectors

NOTE: The average number of TacTile connectors needed depends on the size of the plank and the installation method used.

50cm x 1m Plank Averages:

- Quarter-Turn – 4/sq. yard
- Ashlar – 4/sq. yard
- Herringbone – 5/sq. yard

25cm x 1m Plank Averages:

- Quarter-Turn – 9/sq. yard
- Ashlar – 7/sq. yard
- Herringbone – 8/sq. yard

Some applications may require an additional TacTile connector in the center where tile edges meet. Consult your local Account Executive or the Interface Help Desk. U.S. (877) 733-7403 / Canada (888) 224-2972

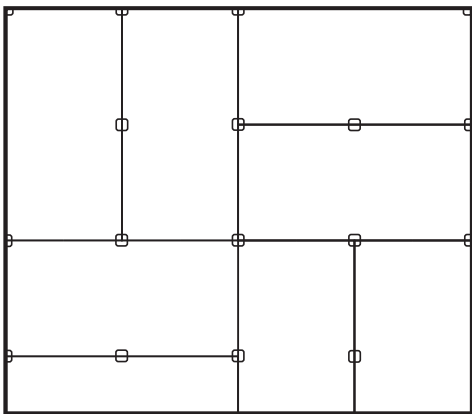
TacTiles connectors should not be used on stairs, ramps or inclines

Lay anchor rows, placing a TacTile connector at every joint. Install carpet using a step method placing a TacTile connector at every corner. Interface recommends securing anchor rows with adhesive or two-sided tape.

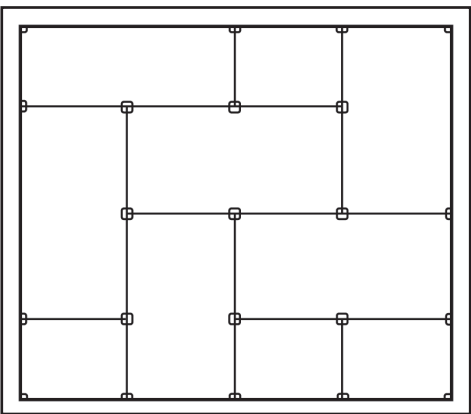
Insert tiles based on approved installation method. TacTiles connectors should be applied based on the following diagrams.

50CM x 1M placement

Quarter-Turn Installation

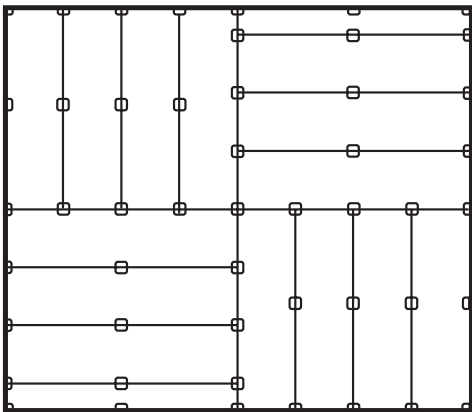


Herringbone Installation

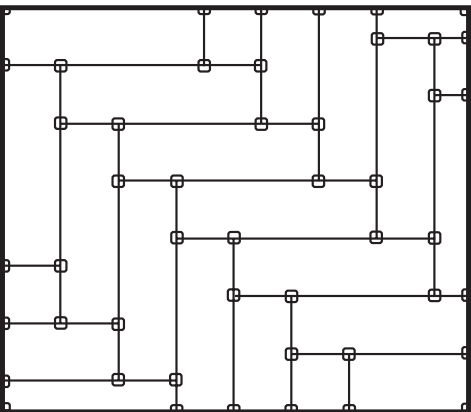


25CM x 1M placement

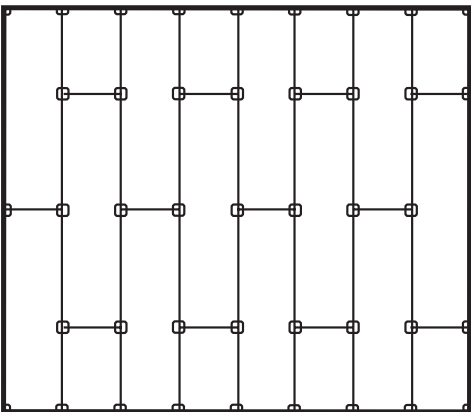
Quarter-Turn Installation



Herringbone Installation



Ashlar Installation



NOTE: When installing using Interface TacTiles connectors, perimeter tiles should be cut net to the wall. In the event a wall or other termination point does not extend to the subfloor, the perimeter tiles should be installed using an approved Interface adhesive.