

**ALASKA COURT SYSTEM**  
**Nesbett Public Entry Security Upgrades**  
**Project #ANC-C-18-0012**

**SECTION 00050 – INVITATION TO BID**

**Issue ITB Date:** August 16, 2018

**Project Address:** **Nesbett Courthouse**  
825 West 4<sup>th</sup> Avenue  
Anchorage, AK. 99501

**Submittal Address:** Alaska Court System  
Attn: Facilities Dept. – Lesa Hall  
820 West 4<sup>th</sup> Avenue  
Anchorage, AK 99501

Tel: (907) 264-8282  
Fax: (907)-264-8296  
Email: [lhall@akcourts.us](mailto:lhall@akcourts.us)

**Response Due Date:** **August 30, 2018 @ 11:59 PM** for Faxed and Emailed Bids  
**August 30, 2018 @ 4:00 PM** for Hand Delivered and Mailed Bids

**Site Inspection Date:** No official Pre bid site inspection meeting will be scheduled for this project. Note that the project area is within the public entry of the Nesbett Courthouse, and as such is open for inspection during court working hours – 8:00am to 5:00pm, Monday through Thursday, 8:00am to 12:00pm on Fridays. A site visit is highly recommended for bidding. All questions, concerns, or clarifications regarding the project must be emailed to Lesa Hall at [lhall@akcourts.us](mailto:lhall@akcourts.us) for inclusion into an Addendum. On or before August 28, 2018, the ACS will distribute to all prospective bidders an addendum listing any questions asked and the court system's official responses. The cut-off date for contractor questions based on their site visit and any other concerns is August 26, 2018.

**Questions:** Lesa Hall - Facilities Manager – contact information above.

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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, or scanned and e-mailed to the email address provided, or faxed to the fax number 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.
- B. Provide valid Alaska Business License Number on Bid Schedule, or provide photocopy of application for same under AS.08.18.
- C. Provide Bidder's Contractor Registration Number under AS.08.18.

A Bid Security is **not** anticipated to be required for this project. The Alaska Court System requires that a Bid security accompany a bid **only if** the total bid, including base bid and alternates, exceeds \$100,000.

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**Index of Attachments to this ITB:**

**Specifications:**

- Section 00050 – Invitation to Bid
- Section 00100 – Instruction to Bidders
- Section 00300 – Bid Schedule
- Section 00510 – Agreement Between Owner and Contractor
- Section 00700 – General Conditions
- Section 01010 – Summary of Work including:
  - Form 01730-1 – Certificate of Compliance
  - Form 01730-2 – Warranty of Work after Final Payment

**Drawings:**

- Nesbett Public Entry Security Upgrades - Project C-18-0012
  - G100 Base Bid Itemized Scope of Work
  - G101 Base Bid Hardware Schedule
  - G102 Base Bid Hardware Schedule
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  - A1.0 Entry/Exit Door Plan – Demolition Work
  - A1.1 Entry/Exit Door Plan – New Work
  - A2.0 Aluminum curtainwall Elevation
  - A3.0 Exterior Doors Elevation – Demolition Work
  - A3.1 Vestibule Doors Elevation – Demolition Work
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  - A3.3 Vestibule Doors Elevation – New Work

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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 Jack Bailey, Facilities Manager at [jhall@akcourts.us](mailto:jhall@akcourts.us) or at (907) 264-8283.
4. **AMENDMENT, EXTENSION, OR CANCELLATION:** The ACS may amend, extend, or cancel this ITB as provided in the Procurement Guidelines.
5. **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.
6. **TIMELINESS OF BID:** The cut-off date for contractor questions is 5 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 ACS divisions, shall not be accepted.
7. **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.**
8. **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.
9. **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.

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**Bid Security:** It is not anticipated that a Bid Security will be required. ACS requires the bid guaranty in the amount of 5% of the bid amount (including base bid and all alternate bids) only if the bid amount exceeds \$100,000.

If Bidder seeks the benefit of the bid preferences described under Paragraph 22, below, Bidder must supply supporting documentation described in Paragraph 23 below.

- 10. 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-responsible 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.

- 11. BID OFFERS:** Bids made in response to this ITB shall be good and firm for a period of 30 days from the date of bid opening. All offers and acceptance resulting from this ITB are limited to the terms and conditions contained in this document and its attachments.

- 12. 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.

- 13. BID AWARD:** The bid award shall be made to the lowest responsible and responsive Bidder whose Bid 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 (if applicable) 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 30 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 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 proposed to use in the performance of the contract in compliance with this Section.

- 14. 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 Facilities Manager no later than 5 calendar days 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 Facilities 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.

- 15. 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.

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16. **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.
17. **SUBCONTRACTORS:** Within 3 working days after the issuance of the Notice of 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.
18. **ACCEPTANCE OF CONTRACT and PROOF OF INSURANCE:** If the ACS delivers or mails written Notice of Award to the Bidder within sixty (30) days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the Bidder will 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 to the ACS proof of insurance coverage in compliance with **Section 00700 General Conditions**, paragraph 5, all within five working days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.
19. **PERFORMANCE BOND and PAYMENT BOND:** It is not anticipated that Performance and Payment Bonds will be required. Bonds are required only if the amount of the contract to be awarded exceeds \$100,000.
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 BIDDER 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 36.30.321(a). An Alaska Bidder is defined as one who qualifies under AS 36.30.990(2) and:
- a. Holds a current Alaska business license (business license number must be shown in space provided on the Bid Schedule);
  - b. Submits a bid for goods or services under the name appearing on the current Alaska business license;
  - c. 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;
  - d. 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
  - e. 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.** A bidder seeking the Alaskans with Disabilities Preference under C, below, must be an individual or the business must be listed with the Division of Vocational Rehabilitation as qualified under Alaska Statute 36.30.321(e) 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 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.
- B. **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).

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- C. **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) and AS 36.30.321(e).
- D. **ALASKA VETERAN'S PREFERENCE:** An Alaska Veteran Preference of five (5%) 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 qualifying entity under AS 36.30.321(f):
- a. sole proprietorship owned by an Alaska veteran;
  - b. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
  - c. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
  - d. 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.  
An Alaska veteran is a resident of Alaska who:

- a. 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
- b. Was separated from service under a condition that was not dishonorable.

**NOTE: Alaska Veteran Preference Affidavit Required.** Request form from ACS.

- E. **ALASKA PRODUCTS PREFERENCE:** The bid will be decreased by the percentage of the value of 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 the following website: <http://www.dced.state.ak.us.econdev/prodpref>. An Alaska Products Preference Worksheet can be obtained from the Facilities Office by calling (907) 264-8282.
- F. Contractor must provide documents for proof or calculation of Preferences listed above.

**22. REQUIRED SUBMITAL DOCUMENTATION FOR PREFERENCES:** Following is a list of items a bidder must submit in order to qualify for the preferences listed under Paragraph 22, above:

- A. Alaska Bidder Preference:
- ☐ For each business entity other than a sole proprietorship, provide documentation showing that the bidder 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.
- B. Alaskans with Disabilities Preference:
- ☐ In addition to the requirements for Alaska Bidder Preference, provide documentation showing that the bidder is listed as an approved "Qualifying Entity" on the most recent Procurement Preference Approved List issued by the Alaska Division of Vocational Rehabilitation.
- C. Employment Program Preference:
- ☐ In addition to the requirements for Alaska Bidder Preference, provide documentation showing that the bidder is listed as an approved "Employment Program" on the most recent Procurement Preference Approved List issued by the Alaska Division of Vocational Rehabilitation.
- D. Alaska Veteran Preference:
- ☐ Provide completed Alaska Veteran's Preference Affidavit.
- E. Alaska Products Preference:
- ☐ Provide completed Alaska Products Preference Worksheet.

**END OF SECTION**

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**SECTION 00300 – BID SCHEDULE**

**1.1 BASE BID – Nesbett Public Entry Security Upgrades**

Furnish all labor, materials, equipment, etc., necessary to complete all work shown and specified for Base Bid:

Total Base Bid \$ \_\_\_\_\_  
(figures)

\_\_\_\_\_  
(words) Dollars

**1.2 ADDITIVE ALTERNATE #1 BID – Nesbett Public Entry Deferred Maintenance Repairs**

Furnish all labor, materials, equipment, etc., necessary to complete all work shown and specified for Additive Alternate Bid:

Total Additive Alternate 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%)
- \_\_\_\_\_ Alaska Employment Program Preference (15%)
- \_\_\_\_\_ Alaskans with Disabilities Preference (10%)
- \_\_\_\_\_ Alaska Veteran's Preference (5%) – Maximum of \$5,000
- \_\_\_\_\_ Alaska Products Preference

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**1.2 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**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

- D. Offers made in response to this Invitation to Bid shall be good and firm for a period of 30 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 (30) 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.



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**1.3 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 \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

\_\_\_\_\_  
Business License No.

\_\_\_\_\_  
Expires

\_\_\_\_\_  
Contractor's Certification No.

\_\_\_\_\_  
Expires

\_\_\_\_\_  
Federal Identification Number

(Seal, if by Corporation)

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:

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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 August 16, 2018 (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 by **70 calendar days after Notice of Award**.

**Article 3. Architect/Engineer**

**1. The Architect/Engineer for this project is: Alaska Court System – Facilities Manager**

**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 and Additive Alternate \_\_\_\_total Lump Sum Amounts. 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
  - Laborers' and Mechanics' Minimum Rates of Pay
  - Technical Specifications
  - Technical Drawings
  - Contents of Addenda
  - Contractor's Bid Schedule
  - Notice of Award

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Notice to Proceed

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 6.
- 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 6.

**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:	<b>Lesa Hall</b>		
Agency:	Alaska Court System		
Address:	820 West 4 <sup>th</sup> Avenue		
City, State, Zip:	Anchorage, AK 99501	Email:	<b>lhall@akcourts.us</b>
Phone:	(907) 264-8282	Fax:	(907) 264-8296

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

Name:	<b>CONTRACTOR</b>		
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: Jack Bailey  
Title: Contracting Officer

\_\_\_\_\_  
By:  
Title: \_\_\_\_\_

**END OF SECTION**

**ALASKA COURT SYSTEM**  
**Nesbett Public Entry Security Upgrades**  
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**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 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:**

- A. The scope of work project is finishes and casework which does not reduce required exiting. However, The Municipality of Anchorage is requesting a submittal for review of other fire code and structural compliance issues. The Owner will submit Contractor provided information for MOA review and approval. If during fabrication or construction, the Contractor encounters conditions which may require additional MOA review, contact the Owner for direction.
- B. The Contractor shall comply with all applicable laws, regulations, codes, ordinances and written directives issued by the Contracting Officer.
- C. The Contractor shall obtain applicable licenses; 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).
- 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. 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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1. 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.

**F. Preferential Employment:**

1. 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.
2. **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.
3. 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.

**G. Alaska Little Davis-Bacon Act requirements.** The following Labor provisions shall also apply to this Contract:

1. Contractor and Subcontractors of Contractor shall pay all employees unconditionally and not less than once a week;
2. 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;
3. 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;
4. 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
  - (i) The rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and
  - (ii) 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:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
2. 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.
3. 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.

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4. 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.
5. 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:**

- A. 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:
  1. Comprehensive or Commercial General Liability: Not less than \$1,000,000 aggregate, and not less than \$500,000 each occurrence;
  2. 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.

- B. 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:**

- A. 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.
- B. Stored Materials and Equipment: Coordinate with the ACS Facilities Manager.
- C. The Contractor shall make prompt payment to all employees, subcontractors and suppliers utilized on the Project.
- D. 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.
- E. 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:**

- A. The Contractor is responsible for the Site, the Work, and persons and materials thereon.

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- B. The Contractor shall confine construction equipment, the storage of material and equipment and the operations of workers to the Project limits. No additional storage areas are available..

**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:**

- A. This is an active and functioning courthouse. Contractor shall take the utmost care in securing doors, keeping track of tools, locking vehicles. While on the premises, the Contractor and its subcontractors shall cooperate with any questions or searches by Judicial Service (JS).
- B. 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 his 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.

**END OF SECTION**

**ALASKA COURT SYSTEM**  
**Nesbett Security Screening Lobby Upgrades**  
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**SECTION 01010 - SUMMARY OF WORK**

**PART 1        GENERAL**

**1.1        DEFINITIONS**

- A.        Owner: Alaska Court System (ACS).
- B.        Alaska Court System (ACS) Normal Work Hours at the Courtroom: 7:30 am until 5:00pm, Monday through Friday; noon to 4:00 on Saturday and Sundays, not including State holidays. Times may vary depending on court calendar for the day.
- C.        Provide: To furnish and install.

**1.2        ACS OCCUPANCY**

- A.        The Nesbett Courthouse Public Entry is open to the public and public screening operations are conducted during the Normal Work Hours defined above. The Contractor shall submit a schedule for review and approval by ACS at least two weeks prior to delivery of any materials on-site, and prior to any work on-site so that ACS can confirm security requirements, make arrangements for access, and ensure that there is no disruption to public access of the courthouse, and to screening operations. The Contractor shall perform Work in a time frame as short as practical.
- B.        The ACS will continue to occupy and operate the building. The Contractor shall schedule Work with ACS to allow normal business operations to continue and shall cooperate with ACS in construction operations to minimize conflict and to facilitate Owner usage.
  - 1.        **Note:** Mondays and Tuesdays are Jury Call days, and so consistently have extremely high traffic in through the courthouse public entry and lobby security screening areas. The Contractor is cautioned against performing any work in the public entry area during these days.
- C.        Contractor shall at all times conduct his operation to insure the least inconvenience to staff, visitors, and the general public.
- D.        **Public Access to the Courthouse:**
  - 1.        Contractor shall specifically identify in the schedule the time period for the work on exterior doors.
  - 2.        Public access through at least one set of the public entry doors (both exterior door and vestibule door) must always be available during Normal Work Hours.
  - 3.        When ADA operator is not in working condition, Contractor must provide assistance as needed for access of non-able bodied persons to the courthouse.
  - 4.        Contractor must consistently maintain the existing fire exiting and public and private circulation pathways when the building is open to the public.
- E.        All loud demolition work must be conducted after hours.
- F.        Any work not scheduled prior with the Owner and deemed by the Owner to be disruptive to operations due to excessive noise, vibration or other reasons shall stop immediately when directed by the Owner or DOC and rescheduled to an agreeable time.
- G.        Overnight or afterhours must be cleaned up, leaving the Public Entries in a clean and safe condition prior to 7:30am of the following ACS Normal Work Day. 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".

- 1.3        CONTRACT TYPE:** Project will be constructed under a competitively bid Lump Sum Single Prime Contract with one Base Bid.



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**1.4 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Project Location: Nesbett Courthouse, 825 West 4<sup>th</sup> Avenue, Anchorage, Alaska 99501
- B. Owner: Alaska Court System (ACS), Facilities Dept. 820 West 4<sup>th</sup> Avenue, Anchorage, Alaska 99501.
  - 1. Owner's Contract Representative: Lesa Hall; Facilities Manager (907) 264-8282.
- C. **Plan Review:** Contractor is responsible for providing plan review and permitting information as required by the Authorities Having Jurisdiction for this project. The ACS anticipates that the AHJ will require specific details to confirm:
  - 1. Changes to the door swings and hardware. Provide confirmed door hardware schedule and manufacturer's data for new hardware.
- D. **Permitting:** The ACS will apply for and pay for any required building permit.
- E. Work areas include the Nesbett Courthouse Public Entry and Lobby.
- F. Provide all equipment, materials, labor, and workmanship, necessary to complete the Work as described and reasonably inferred to in the Contract Documents. Reference Sheets G100-G104 for the Scope of Work for both the Base Bid Work and the Additive Alternate Bid Work.

**1.5 WORK OR MATERIALS (INCLUDING SALVAGED MATERIALS) PROVIDED BY OWNER**

- A. **Carpet:** Owner shall furnish and install new carpet tile and adhesive strips for areas damaged by removal of floor stops. **Caution:** This floor includes a radiant heating system below the raised slab.
- B. **Existing doors frames and hardware:** Those materials specified to remain, and those materials identified as the contractor's option to be salvaged and reused in lieu of new materials.

**1.6 PERFORMANCE PERIOD AND NOTICE TO PROCEED**

- A. **Limited Notice to Proceed (LNTP):** Notice of Award shall be considered a LNTP with contract submittals (signed contract, insurance, and other information), technical submittals, as-building, scheduling and limited preliminary procurement. Approval of submittals shall be considered a LNTP with material procurement and fabrication.
- B. **Notice to Proceed (NTP):** An NTP with Work On-Site will be given after Contractor has all materials on-hand; has complied with contract requirements; and has received approval of all required submittals and the Work schedule.
- C. **Substantial Completion (SC):** SC is required within 70 days of Notice of Award.
- D. **Phasing:** As noted in Paragraph 1.2D above, one pair of doors must always be available for public use. Therefore, both exterior, or both vestibule sets of doors must **not** be worked on concurrently.

**1.7 SECURITY 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:
  - 1. Been convicted of a violent crime or crime of theft within last 5 years
  - 2. Been convicted of more than 2 misdemeanors in last 5 years;
  - 3. Been convicted of more than one felony in previous 10 years;
  - 4. 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

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## Nesbett Public Entry Security Upgrades

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business of the ACS is not present.

- B. 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.
- C. 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. Contact the Facilities Manager for the Background Check Form.
- D. 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.

#### 1.8 BUILDING SECURITY:

- A. Access to the Nesbett Courthouse will be permitted with a limited issuance of keys and/or key cards which will be signed for by the Contractor's personnel approved for this project. This individual is responsible for tracking and safeguarding the keys/key cards and must return them to the issuing entity as a condition of final payment. No duplications are to be made by the Contractor. Should loss of keys/key cards occur, the Contractor shall advise the Owner immediately, and will be responsible for replacement keys; re-keying; and recoding costs.
- B. The Nesbett Public Entry shall be kept physically secure at all times other than Normal Work Hours, unless the Contractor is actively working on the doors in the vestibule, or immediately adjacent to the entry in the lobby or outside. Do not prop open the doors or leave doors unsecured unless they are being monitored.
- C. The Contractor shall be responsible for securing the Nesbett Courthouse upon completion of the Contractor's work shift after hours. **The Public Entry doors must be locked, or if there are temporary doors in place, then those doors must be constructed of secure, hardened, entry resistant materials with industrial grade locksets.** A set of keys to any temporary locks must be provided to the Owner, and the Contractor shall only issue the remaining keys to those personnel with security clearance. The Contractor shall confirm that any other entries used by their personnel (for material delivery or other purpose) are closed and locked.

**1.9 WARRANTY:** All work and materials shall be warranted 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 the Facilities Manager, by replacing.

#### 1.10 SUBMITTALS

- A. Deliver submittals identified below to Owner for review and approval, and for finish selection. All submittals shall be provided electronically, except for finish samples, which should be hand delivered or mailed. Provide 2 copies of samples for selection for Owner to retain. Owner will review submittals and resubmittals within **seven (7) days** after receipt and will retain the copies for their files.
- B. **Note:** The MOA has requested that the court system submit shop drawings and manufacturer's data for plan review to confirm the change to the building exit path and code compliance of new exit path hardware
- C. Identify Project, Contractor, subcontractor or supplier; pertinent contract drawings sheet and detail numbers and specification section number and location in Work. Specific required submittals include:

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1. **Samples:** Submit hardware and aluminum curtain wall metal finish samples to Owner for selection and approval. It is anticipated that US 10B will be the selected finish to match most of the existing hardware.
  2. **Product Data:** Submit manufacturer's data for each item of finish hardware, aluminum curtainwall system, glazing, and bollard. Submit manufacturer's data for any new doors provided (at Contractor's option). Provide testing data for fire resistance, deflection, thermal conductance, and other code compliance required for exit path door hardware and interior aluminum curtainwalls.
  3. **Hardware Schedule:** Submit detailed hardware schedule to include the following:
    - i. Indicate complete designation of every item required for each door or opening including manufacturer, product number, finish and options.
    - ii. List each opening under separate headings in the same order as the door schedule.
    - iii. Each heading shall indicate location, swing, handing, degree of opening, door size, type, fire rating and materials.
    - iv. Document modifications required for application of new hardware or swing or specified on existing doors.
  4. **Shop Drawings:** Submit plan, elevation, section details and attachments for Aluminum Curtainwall.
  5. **Quality Assurance:**
    - i. **Code Compliance:** Finish hardware and curtainwall shall comply with applicable local and/or state current building codes. All finish hardware shall meet the requirement of ADAAG and ICC/ANSI A117.1 Accessible and Usable Building and Facilities.
    - ii. **Products:** Provide specified products, or products equivalent to type, grade, and function of manufacturer and product number specified. Provide only heavy-duty commercial grade hardware, appropriate for the location and function. Provide only new hardware that will coordinate and operate acceptably with the existing doors and frames.
    - iii. **Installer:** Finish hardware shall be installed only by experienced tradesmen who have been furnishing and installing similar hardware in the same area as the project for a period of not less than ten (10) years.
- D. Verify field dimensions and adjacent construction Work and coordinate material interfaces. Identify variations from Contract documents, and product or system limitations which may be detrimental to successful performance of the completed Work.
- E. Contractor shall submit all required submittals in a timely fashion in order to allow the review, comment, and resubmittal process and not delay the Work. Provide complete submittals as described under this Section. The Contractor shall perform no portion of the Work for which the Contract documents require submittal until the respective submittal has been approved by the Owner.

#### **1.11 CLOSE-OUT SUBMITTALS**

- A. **Operations & Maintenance Data:** Provide final approved and installed copy of:
1. Final Approved and Installed Hardware Schedule
  2. Hardware data, templates, parts lists and diagrams, installation maintenance instructions and wiring diagrams.
  3. Final Approved shop drawings and manufacturer's data for Curtainwall partition.

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**1.12 SUBSTITUTIONS**

- A. Specific reference in the specifications to any article, device, product, materials, form or type of construction, etc., by name, make or catalog number, shall be interpreted as establishing a standard of quality and/or color and shall not be construed as limiting competition.

**1.13 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 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**

**2.1 PROTECTION MATERIALS**

- 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.

**2.2 MATERIALS AND EQUIPMENT**

- A. Reference Sheets G100-G104 for Hardware Groups. The hardware specifications provided shall be interpreted as establishing a standard of quality and finish, and the product specified as having been identified as appropriate for incorporation into the existing 20 year old doors, hardware, and frames.
- B. Materials and Equipment incorporated into work shall conform to applicable specifications and standards; Comply with size, make, type and quantity specified, unless otherwise approved in writing, and be new unless otherwise specified.
- B. Do not use materials or equipment for any purpose other than that for which designed or specified.
- C. If Contractor believes that any specified product, method or system is inappropriate for use, he shall, if possible, so notify the Project Manager at least 5 working days prior to bid opening and, if not possible, such notice shall be given before performing the work in question. If notice of objection is not received within the specified time limits, it will be assumed that Contractor agrees that specified products, methods and systems are not inappropriate for use.
- D. **Compatibility:** Provide fasteners, which are compatible with both unit fastened and substrate, and which will not cause corrosion or deterioration of hardware, base material, or fastener. For Aluminum Curtainwall provide fasteners, framing components, glazings, and other material that matches existing curtainwall profiles, finishes, and materials.
- E. No asbestos containing materials are to be incorporated into the project.

**2.3 CYLINDERS AND KEYING**

- A. Furnish cylinders with Key Removable Interchangeable Cores. Provide appropriate cylinder type, length, collars and cam type to operate specified locksets and exit devices.
- B. All keyed products (cylinders) for this project shall be provided with brass construction cores. Plastic cores are not acceptable. Provide (2) change keys and (1) control key for use and removal of the construction cores. Deliver (1) change key and the (1) control key to the Owner immediately upon installation of the construction core.

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- C. Owner to replace construction cores with permanent I/C cores after completion of project.

**PART 3 – EXECUTION**

**3.1 SITE ACCESS**

- A. Vehicle Parking: Contractor will be allowed to park 1 vehicle in the Snowden Administrative building parking lot as coordinated with the ACS.
- 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 obtaining all permits/approval required to perform Work. Including but not limited to ACS, Local, State, Muni, sidewalk closing; street closing; parking meter/space hooding/closing; crane/forklift hoisting.
- D. Sanitary Facilities: Only the 2<sup>nd</sup> floor public restrooms may be used during the work on site. At the end of each work day, the Contractor shall leave all toilets used by their personnel in clean and sanitary condition, ready for use. No additional cleaning by ACS janitorial personnel will be provided without charge to Contractor.
- E. The Contractor shall be responsible for protection of materials during delivery, off-loading and transportation to on-site storage areas.
- F. Available Storage Areas: Contractor shall store all materials off-site at their bonded and insured warehouse until the Notice to Proceed with Work on-site is given. No on-site storage is provided by the ACS except the work area during the performance of the Contractor's work.
- G. 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.

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

**3.3 PREPARATION:**

- A. Visit jobsite prior to submitting Hardware Schedule to document and confirm modifications required for application of new hardware on existing doors and frames. Examine existing doors, frames, hardware and related items for conditions that would prevent the proper application and operation of the new hardware.
- B. Examine existing doors, frames and hardware to determine which existing components will require removal to allow installation of new hardware or new door swings, and include removal and reinstallation of those existing components in the submitted bid.
- C. If modifications are required to existing doors, frames or hardware to allow new hardware or new door swing, include that work in the submitted bid.
- D. Do not proceed until defects are corrected, or modifications to the existing openings are altered to ensure a satisfactory installation.

**3.4 INSTALLATION:**

- A. Install each hardware item in compliance with manufacturer's instructions.
- B. Exit Devices: Trim Exit Devices to provide 1-1/2' clearance between end cap and hinge jamb stop face, or stop applied weatherstrip, where applicable.
- C. Door Closers, Overhead Stops, and Floor Stops: Locate closers and stops to provide the maximum degree of opening that project conditions will allow. Floor stops should be located no more than 1/3 door width from the latch edge of the door.

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- D. Weatherstrip: Mount and adjust rigid jamb weather strip prior to mounting parallel arm door closers and rim exit devices. Weatherstrip shall be installed to provide a continuous seal at head and jambs.
- E. Adjustment: Adjust and check each operating item of hardware and each door to insure proper operation or function of every unit. Replace units which cannot be adjusted to operate freely and smoothly.

**3.3 CLEANING**

- A. General: Do not allow the accumulation of scrap, debris, dust, waste material and other items not required for construction of this Work. Provide adequate storage for all items awaiting removal from the job site observing all requirements for fire prevention and protection of the ecology.
- B. Replacements - In the event of loss or damage, immediately make all repairs and replacements necessary at no additional cost to the Owner.
- C. Maintain the site in a neat and orderly condition at all times to the satisfaction of the Owner.
- D. Cover vents, diffusers, openings etc. to prevent dust from entering the HVAC system and other areas of the building.
- E. Construction activities shall be monitored on a daily basis to determine if dirt, dust, and debris from construction areas is accumulating onto adjacent surfaces, equipment, furnishings, or flooring outside of the construction area. Any cleanup necessary, sweeping, vacuuming or stain removal, shall be accomplished on a daily basis by Contractor. Washing dirt and debris into the storm drains is not permitted.
- F. Closeout Cleaning: Fully clean all project work areas, project storage, staging and transport areas to the level of cleanliness found prior to commencement of the Work. Clean all interior surfaces exposed to view. Polish wood, clean transparent and glossy surfaces, vacuum carpeted and soft surfaces. Clean all light fixtures and lenses, baseboard grilles, louvers, and other equipment within the remodel areas of all dust and dirt.

**3.4 INSPECTIONS AND PROJECT COMPLETION**

- A. When Contractor considers Work substantially complete, or is within 72 hours of the projected schedule for substantial completion as defined in contract conditions, Contractor shall submit to the Owner Written Notice that Work is Substantially Complete or that it is scheduled to be Substantially Complete on a specific date, and that a Substantial Completion Inspection is requested.
- B. As soon as practicable after receipt of Notice, Owner will coordinate with the AHJ to perform an inspection to determine completion status. Should Owner agree that Work is Substantially Complete the Owner will submit to the Contractor a list of any items to be completed or corrected, as verified and amended by Owner, and a written agreement that the Work is Substantially Complete. Should Owner determine that Work is not substantially complete the Contractor will be notified in writing, giving reasons therefore.
- C. When Contractor has completed all items listed for correction, he shall notify the Owner and submit outstanding close-out documents. Owner shall review and, if in agreement, confirm correction of all items, and completion of Work on site; and Owner shall also review outstanding close-out documents for approval.
- D. Upon completion of all Work and Owner approval of all close-out documents, including O&M Manuals, Contractor shall submit Final Payment for approval and processing along with the following documents:
  - 1. Wage Certification: Submit final payroll certificates and Department of Labor Notice of Completion and Wage Certification.
  - 2. Form 01730-1 Certificate of Compliance
  - 3. Signed 01730-2 Warranty of Work After Final Payment form in this section.

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**END OF SECTION**

(Except for Sample Forms listed below:  
01730-1 Certificate of Compliance  
01730-2 Warranty of Work After Final Payment)

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**FORM 01730-1**  
**CERTIFICATE OF COMPLIANCE**

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): \_\_\_\_\_(SEAL IF BIDDER IS A CORPORATION)

(Title): \_\_\_\_\_

(Attest): \_\_\_\_\_

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



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**FORM 01730-2**

**WARRANTY OF WORK AFTER FINAL PAYMENT**

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)