

## ADDENDUM #3

### NOME COURTHOUSE LEASE PROJECT #NOM-L-19-0008

Date: June 4, 2019

To All Plan Holders:

The following changes, additions, clarifications, and/or deletions are hereby made a part of the Contract Documents for the above noted project, fully and completely as if the same were fully contained therein. All other terms, conditions, and specifications of the original Invitation to Bid, remain unchanged.

All Bidders are asked to review this Addendum and attached documents. Please submit questions or comments on this Addendum in writing to Jack Bailey and cc Dawn Molina within 3 working days, after which we will consider these to be the final documents.

**This amendment must be acknowledged in the space provided on the Bid Schedule.**

The Submittal Date and Time is **UNCHANGED**. It remains: June 10, 2019 at 2:00 p.m.

The modifications directed by this Addendum #1 are described on this page and the following attachments:

- |                               |          |
|-------------------------------|----------|
| 1. Addendum Text:             | 1 pages  |
| 2. Dillingham ITB Package     | 72 pages |
| 3. Dillingham Addendum #1     | 6 pages  |
| 4. Bid Tabulation             | 1 page   |
| 5. Record of Procurement Memo | 1 page   |

#### CHANGES TO ADDENDA

1. None.

#### CHANGES TO ITB

1. None.

#### REQUEST FOR DOCUMENTS

1. At the Pre-Bid Conference there was a request to provide previous ITB results. ACS has chosen to provide the results of the Dillingham Courthouse Lease ITB which went out to bid in October 2013. We chose this particular lease procurement because it is similar in size to the Nome Lease.

**END OF ADDENDUM #3**

**ALASKA COURT SYSTEM (ACS)  
INVITATION TO BID – COVER SHEET**

**LEASE CONTRACT**

Procurement per ACS Procurement Guidelines

**ISSUING OFFICE:**

Alaska Court System  
820 West 4<sup>th</sup> Avenue  
Anchorage, Alaska 99501

ITB Number: DIL-L-13-0014  
Issuing Date: October 30, 2013

All questions shall be directed to Lesa Hall, Facilities Manager, 907-264-8282

**LEASE:**

Location: Dillingham, Alaska

Description of Lease: Approximately 5450 net usable square feet.

Scope of Lease: Provide Court and Office space to accommodate trial court operations.

Estimated Period of Lease: Fifteen (15) Years with Two (2) Five (5)-year options to renew

Lease Commencement: April 1, 2015

Ready for Occupancy Date: February 15, 2015

(Facility is Ready for Move-In)  
(As described in General Lease Conditions)

Annual Budgeted Lease Amount: \$294,300

**BID OPENING DATE AND SUBMITTAL DEADLINE:**

DATE: December 3, 2013

PREVAILING TIME: **2:00 P.M.**

**HAND DELIVER OR MAIL SEALED BID TO:**

Alaska Court System  
Attn: Facilities Manager  
820 West 4th Avenue  
Anchorage, Alaska 99501

**OR**

Local Court Location:  
Tonya O'Connor, Clerk of Court  
Alaska Court System  
P.O. Box 909  
Dillingham, Alaska 99576

The Court System is soliciting sealed bids under ACS Procurement Guidelines 2-204. **Sealed Bids cannot be faxed.** Bid **modifications may be faxed** and will be accepted up to the time of bid. Faxed modifications must modify a sealed bid received by the Facilities Manager by the bid deadline. FAX number 264-8296. Bids will be opened publicly shortly after bid deadline.

**PRE-BID CONFERENCE:**

Wednesday, November 13, 2013 at 2:00 p.m. at 820 W. 4<sup>th</sup> Avenue, Anchorage, AK. 99501  
Prospective Bidders may tie in by teleconference by contacting Facilities Manager at the above phone number, at least 1 hour prior to conference.

**ALASKA COURT SYSTEM (ACS)**  
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# ALASKA COURT SYSTEM (ACS)

## BID SCHEDULE LEASE CONTRACT

Procurement per ACS Procurement Guidelines

**Type of Service:** Court and Office Lease  
**Property/Facility:** Dillingham Courthouse  
**Date of Issuance:** October 30, 2013  
**Submittal Deadline:** December 3, 2013, 2 PM  
**Location(s):** Dillingham, Alaska

**Contracting Agency:** Alaska Court System  
Facilities Department  
820 W. 4<sup>th</sup> Ave.  
Anchorage, AK 99501  
**Contracting Officer:** Lesa Hall, Facilities Mgr.  
**Contract Manager:** Dawn Molina,  
Leasing & Contracts Mgr.  
**Phone:** 907-264-8284 **Fax:** 907-264-8296

**ITB Number:** DIL-L-13-0014

### **I. BID SCHEDULE and ITEMS:** *Bidders should carefully read all Bid Documents attached to this schedule!*

Bid Documents include Instruction to Bidders, General Lease Conditions, Supplemental Lease Conditions, General Lease Requirements, Supplementary Lease Requirements, Building Questionnaire and Appendices.

#### Bidder Please Note:

The bidder must enter a fixed monthly price for space lease. Failure to enter a monthly price on Item A will result in the bid being declared non-responsive. The ACS reserves the right to reject all bids. If a Contract is awarded, it will be awarded to the lowest responsible and responsive bidder offering premises that, in the sole judgment of the ACS, meet the minimum project criteria. The Contract will be awarded for the total Base Bid plus additive alternates as selected by the Alaska Court System. If bid alternates are included in the bid documents, **the Alaska Court System reserves the right to award some, none, or all of the alternates. Alternates may be awarded in any order in the best interest of the Alaska Court System.**

#### **BID ITEMS:**

**A. BASE BID AMOUNT:** Approximately 5,181 net usable square feet, to include: Superior Court Courtroom, District Courtroom, Jury Suite, Clerks Office, Clerk of Court Office, Judge Office, Magistrate Judge Office, Visiting Judge Office, Law Clerk, Staff Toilet, Attorney Conference, Holding Cells, Library and Communications Room.

1. MONTHLY FIXED PRICE FOR SPACE LEASE: = \$ \_\_\_\_\_
2. ANNUALIZED BASE BID AMOUNT (Bid Item A.1 x 12mos.) = \$ \_\_\_\_\_
3. TERM AMOUNT for 15-YEAR TERM (Bid Item A.2 x 15 yrs) = \$ \_\_\_\_\_

***Check Preference if applicable-See Instructions to Bidders and attach required proof and paperwork:***

- A. Alaskan Bidders
- B. Alaskan Bidder with Disabilities (*requires pre-certification*)
- C. Disabled Alaskan Employment Program (*requires pre-certification*)
- D. Alaskan Employer of 50% People with Disabilities (*requires pre-certification*)
- E. Alaska Products (*must be pre-qualified prior to bid*)



# **ALASKA COURT SYSTEM (ACS)**

## **INSTRUCTIONS TO BIDDERS**

### *LEASE CONTRACT*

Procurement per ACS Procurement Guidelines

1. **DEFINITIONS:** Throughout this Invitation to Bid (ITB) the term "bidder" and "bid" are utilized. For purposes of this ITB "bidder" is defined as the respondent to the ITB and "bid" is the response submitted by a bidder. Where the wording "day" is utilized in this Invitation to Bid, it is defined as a calendar day.
2. **PROCUREMENT GUIDELINES:** This procurement is by competitive sealed bid under the ACS Procurement Guidelines, adopted by the administrative director of the ACS effective July 1, 2006. 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 for pick up or for regular mailing at no cost to the bidder from the Facilities Office, 820 W. 4<sup>th</sup> Ave., Anchorage, Alaska. Any requested special or expedited handling would be charged at actual cost. Requests for bidding documents are to be made to Facilities Office, telephone (907) 264-8284.
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:** It is the responsibility of the bidder to ensure that the bid and any bid modifications are received by the Facilities Manager before the scheduled bid opening time. **Late bids, including bids misdelivered to other ACS divisions, shall not be accepted.**

**Sealed bids cannot be faxes.** Faxed bid **modifications only** shall be accepted providing that the faxed modification is received by the ACS Facilities Manager by the bid deadline and that the modification amends a bid which was received before the bid deadline. The fax number of the ACS Facilities Office is (907) 264-8296.

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) may be rejected as nonresponsive.**
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 following documents, properly completed and executed, within sealed bid envelope, no later than the time of the bid opening. Bid Documents must be submitted to the location listed in the ITB in a sealed envelope with the project number and bid opening date and time marked on the front of the envelope. **Bids not including all of the items noted below in A, B, C (if applicable), D, E, F and G shall 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, all Alternate Bids listed, and other required information.**
  - B. Photocopy of a valid Alaska Business License or Application for same under AS.08.18.

# **ALASKA COURT SYSTEM (ACS)**

## **INSTRUCTIONS TO BIDDERS**

### *LEASE CONTRACT*

Procurement per ACS Procurement Guidelines

- C. Preferences: Alaska Bidders, Alaska Product's, Employment Program, Alaskans with Disability, Employers of People with Disabilities. **Contractor must provide documents sufficient for proof or calculation of Preferences** listed below (**see attached checklist**).
- D. Bid Guaranty. All bids 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). ACS requires the bid guaranty in the **amount of 5% of the Annualized Basic Bid amount (Bid Item A.2), OR \$500, whichever is greater**. 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 bond shall be held until a firm contract is executed. If the successful bidder fails to enter into a contract, this bid bond 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 bonds shall be returned to the unsuccessful bidders. By submission of a bid bond and signature on the bid schedule, the successful bidder acknowledges and agrees to the conditions of this Invitation to Bid.
- E. Proof of Ownership of the existing or proposed building/property, or proof of possession of the existing or proposed building and power to lease the same to the ACS for the entire term of the lease. The ACS will accept as proof of ownership of the existing or proposed building/property, a contract of purchase of the building/property provided that the contract clearly shows that the Bidder will have possession of the building/property no later than thirty (30) days after the date of bid opening, and provided that the Bidder resolves any and all contingencies in the contract (other than payment of the purchase price) within twenty (20) days after the date of bid opening. If the Bidder does not provide written proof of resolution of any and all contingencies in the contract (other than payment of the purchase price) within twenty (20) days after the date of bid opening, the ACS may cancel the award to the Bidder without penalty, and award to the next lowest responsive and responsible bidder who proposed premises acceptable to the ACS.
- F. Floor Plan(s), Site Map and Photographs of proposed building and property (including narrative statements if necessary).
- 1) Bidders shall provide a floor plan with their bids. The floor plan shall show square footage (as described in the "General Project Requirements") quantities for each space and indicate building dimensions. The floor plan shall identify all spaces described in Appendix A. The plan may be in the form of schematic diagrams drawn to a scale no smaller than 1/8" equals one foot. Alterations or other work planned for the purpose of meeting bid specifications should be clearly shown and/or explained in an attached narrative statement.
  - 2) Bidder shall provide exterior views of the proposed building. If the Bidder intends to provide an existing building, Bidder shall submit photographs of the existing interior and exterior of the building, including a narrative statement describing any intended alterations to the interior or exterior of the building. Bidder shall provide exterior elevations of a proposed building at no less than 1/8" = 1'-0" scale.
  - 3) Bidder shall also provide a site map, which clearly identifies the location of the proposed space in relation to the rest of the community and indicates location of required reserved parking and available public parking, and highway access points.
- G. A completed Building Questionnaire (Blank Form attached to this ITB).
- 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;

**ALASKA COURT SYSTEM (ACS)**  
**INSTRUCTIONS TO BIDDERS**  
**LEASE CONTRACT**

Procurement per ACS Procurement Guidelines

- 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. PREFERENCES:** Check the box on the Bid Schedule that indicates whether you are eligible for any of the following 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: Only one of the following preferences B-D below may be used and** the individual or business claiming the preference 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 its Certification Letter. The Department of Labor & Workforce Development, Division of Vocational Rehabilitation maintains a listing of vendors who qualify for the three disability related preferences. For disability preference certification, please contact: Department of Labor & Workforce Development, Division of Vocational Rehabilitation, 801 West 10th Street, Suite A, Juneau, Alaska 99801-1894, Phone: (907) 465-2814, Fax: (907) 465-2856, <http://www.labor.state.ak.us/dvr/home.htm>

A bidder 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 36.30.170(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 36.30.170(c).

- D. **EMPLOYERS OF 50% 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).

**ALASKA PRODUCTS PREFERENCE:** For bid comparison purposes, ACS shall decrease the bid or proposal 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 may be obtained from the Department of Commerce and Economic Development, Division of Community and Business Developments or may be on line at web site located at <http://www.dced.state.ak.us/econdev/prodpref>. An Alaska Products Preference Worksheet can be obtained from the Facilities Office by calling 264-8284.



**ALASKA COURT SYSTEM (ACS)**  
**INSTRUCTIONS TO BIDDERS**  
*LEASE CONTRACT*

Procurement per ACS Procurement Guidelines

- 12. BID PREPARATION COSTS:** Except as provided in Procurement Guideline 4-401.03.9, the ACS shall not be liable for any costs incurred by the bidders in bid preparation.
- 13. BID OFFERS:**
- A. Offers 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.
- 14. BID OPENING:** At the time fixed for bid opening, bids shall be opened and recorded. Bid tabulations will be provided for the information of bidders.
- 15. 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 Basic Bid plus any Alternates Awarded governs for purpose of determining low bidder.
- A. If Bid Alternates are included in the Bid Documents, the ACS reserves the right to award some, none, or all of the alternates. Alternates may be awarded in any order in the best interest of the ACS. 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.
  - B. Notice of Intent to Award shall be issued to the lowest responsible and responsive bidder generally within 2 working days after Bid Opening, and shall be transmitted by facsimile to all bidders.
  - C. Notice of Award shall 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. 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.
- 16. 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 15 days before bid opening, 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 no less than 10 calendar days before bid opening.
- A person desiring to protest the provisions of this ITB or the award must comply with the applicable provisions of ACS Procurement Guideline 4-40.02.
- 17. 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.
- 18. 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.
- 19. SUBCONTRACTORS:** Within 5 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 be made with prior approval of the Contracting Officer, for reasons specified in the ACS Procurement Guidelines.

**ALASKA COURT SYSTEM (ACS)**  
**INSTRUCTIONS TO BIDDERS**  
*LEASE CONTRACT*

Procurement per ACS Procurement Guidelines

**ALASKA LITTLE DAVIS BACON ACT:** Prospective Bidders are advised that construction or remodeling in connection with the contract is subject to the Alaska Little Davis Bacon Act, Alaska Statutes Chapter 36.05. The minimum wages to be paid various classes of laborers, mechanics, or field surveyors are shown in the attached wage determination. The rate of wages shall be adjusted to the wage rate under AS 36.05.010.

Before commencing construction of leasehold improvements on the premises, the lessor shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development, with a copy to the Alaska Court System Facilities Manager. The notice of work must list the leasehold improvement work to be performed by each contractor who will perform any portion of the leasehold improvement work and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing on the contract, including a filing fee bases on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this sub-section may not exceed \$5,000. There is no fee for a contract under which the total amount payable by the contracting agency is less than \$25,000. In this subsection, "contractor" means an employer who is using employees to perform leasehold improvement work on the premises.

**ALASKA COURT SYSTEM (ACS)**  
**INSTRUCTIONS TO BIDDERS**  
*LEASE CONTRACT*

Procurement per ACS Procurement Guidelines

**BIDDER PREFERENCE CHECKLIST**

Following is a list of items a bidder must submit in order to qualify for the preferences listed in Section 11, above:

A. Alaska Bidder Preference:

- For each business entity other than a sole proprietorship, provide documentation showing that the bidder has maintained a licensed 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. Employers of 50% People with Disabilities Preference:

- In addition to the requirements for Alaska Bidder Preference, provide documentation showing that the bidder is listed as an approved "Business Employing 50% People with Disabilities" on the most recent Procurement Preference Approved List issued by the Alaska Division of Vocational Rehabilitation.

E. Alaska Products Preference:

- Provide completed Alaska Products Preference Worksheet
- Provide documentation showing that the Alaska Products proposed are listed as qualified Alaska products.

# ALASKA COURT SYSTEM (ACS) GENERAL LEASE CONDITIONS

## LEASE CONTRACT

Procurement per ACS Procurement Guidelines

### INDEX:

1. General Conditions Govern
2. Definitions
3. Landlord's Responsibilities
4. Tenants' Rights and Responsibilities
5. Other Terms and Conditions

**1** GENERAL CONDITIONS shall govern unless expressly modified by the Supplementary Conditions section.

### **2** DEFINITIONS:

**A** ACS – The Alaska Court System. References to Tenant mean “ACS”.

**B** Landlord – The individual, firm, corporation or any acceptable combination thereof, who bids this project and is awarded the Lease Contract. References to Contractor mean “Landlord”.

**C** Property – The land, building and all site furnishings, parking areas, landscaping and utility services located at the legal address described in the Building Questionnaire which contains the Premises offered by the Landlord for lease in this Invitation for Bid.

**D** Premises – The area offered by the Landlord for lease within a building on the Property, including net useable space, circulation, dedicated parking areas and other space external to the leased space provided as necessary for the full utilization of the leased space. References to Leased Space mean “Premises”.

### **3** LANDLORD'S RESPONSIBILITIES:

**A** Delivery and Condition of Premises: The Premises shall be delivered ready for occupancy by the time shown in the Invitation to Bid cover sheet. "Ready for Occupancy" means that all mechanical and electrical facilities, equipment and fixtures shall be in good operating condition, all required remodeling has been completed, a current certificate of occupancy has been obtained, and all other required work has been completed to the ACS's satisfaction on or before that date. The ACS reserves the right to determine, in its sole discretion, whether the Premises are ready for occupancy. The date by which the Premises must be “Ready for Occupancy” is typically 2 weeks prior to the lease commencement date. This allows time for moving of furniture and equipment, and time for the ACS to install, set up and program equipment and furniture.

**B** Compliance with Building Code Requirements. Prior to occupancy of the premises by the ACS, the Landlord must provide to the ACS a certification from a local building official or other person responsible for ensuring compliance with building codes to the effect that the premises are, to the best knowledge of the person completing the certification in compliance with all building code requirements applicable to the premises. All alterations of the premises must be constructed in accordance with construction documents prepared, signed, and sealed by a licensed architect or engineer as required by law, and must satisfy all building code requirements.

**C** Construction Schedule: If the Landlord intends to construct a new building or renovate an existing building to incorporate the Premises, the Landlord shall be required to establish a construction/completion schedule which will include a critical path with milestone dates and a completion date on or before the date that the Premises are “Ready for Occupancy”. It will be the Landlord's responsibility to provide the ACS with written status reports every 30 days updating the critical path milestone dates. Two months before expected occupancy the status reports frequency shall increase to be provided every 15 days. The purpose of this requirement is to monitor work in progress and to allow the ACS to better plan its anticipated relocation to the Premises.

# ALASKA COURT SYSTEM (ACS)

## GENERAL LEASE CONDITIONS

### LEASE CONTRACT

Procurement per ACS Procurement Guidelines

- D Building Alterations Required by Law:** The Premises must be safe for occupancy and must comply with all applicable local, state and federal laws. The Landlord agrees to pay the cost of any alteration or improvements needed for the Premises to comply with all mandatory requirements of present or future laws, ordinances, orders or regulations of any governmental authority, unless non-compliance is a result of the ACS's actions. Noncompliance with applicable laws shall be an occasion for Maintenance and Repair under Paragraph F, below.
- E Fire Prevention:** The Landlord will maintain the Premises in keeping with Title 13 of the Alaska Administrative Code, Part 2 Fire Prevention. The ACS reserves the right at reasonable times to make inspections of the building and notify the Landlord of unsafe conditions. If any fire hazard is detected through inspection of the Property or the Premises, the Landlord shall promptly correct it in compliance with Paragraph F, below.
- F Accident Hazard:** The Landlord will maintain the Premises free of health, structural, electrical, mechanical or fire hazards; in compliance with all applicable local, state and federal codes. If any accident hazard pertaining to the structure or building operating equipment is detected through inspections of the Property or the Premises, the Landlord shall promptly correct the hazard in compliance with Paragraph F, below.
- G Maintenance and Repair:** The Landlord shall retain sole responsibility for the maintenance and repair of the Premises and Property, except for such maintenance and repair as may be required because of damage beyond ordinary wear and tear that results from the negligence or other fault of the ACS or its employees. This responsibility encompasses keeping the Premises and Property in a good state of general repair and tenantable condition. The term "repair" includes repairs of any type, including, but not limited to, exterior and interior, structural and nonstructural, routine or periodic. Landlord will notify the ACS if Landlord will be making any alterations or repairs, and will schedule work before 8:00 a.m. or after 4:30 p.m., Monday through Friday, unless an emergency requires immediate repair. Any and all costs to coordinate and/or relocate ACS employees, their furniture or fixtures to enable Landlord to perform its responsibilities shall be at the Landlord's expense.
- 1) After reasonable notice to the Landlord in writing by the ACS that a repair, maintenance, or service obligation as specified herein has not been satisfactorily fulfilled, the ACS may correct the deficiencies and either bill the Landlord for the costs incurred or deduct the costs from the monthly rent. As used in this paragraph, "reasonable notice" means the notice that is reasonable under the circumstances: the method of notification and the amount of time considered reasonable will depend on the nature of the problem and the danger that it poses to human life and/or property. The ACS reserves the right to determine the method of notice and the time allowed for repairs depending on its determination of these factors.
  - 2) Bills for such work may be sent directly to the Landlord for payment. Should there be any delay in payment by the Landlord, the ACS shall pay the bill and deduct the costs from the next month(s) rent payment(s) as determined appropriate by the ACS.
- H Janitorial Requirements:** Landlord, at Landlord's expense, shall furnish janitorial services, inclusive of all supplies and equipment necessary to perform the services specifically outlined herein.
- 1) **Janitor and Employee Qualifications:** So far as practical, janitorial employees must be experienced in the work to be performed. All on-Premises personnel must obtain the Security Clearance as required below. ACS may require removal from the work area of any person whom it deems incompetent or otherwise objectionable, or whose continued employment on the Premises is deemed contrary to the public or ACS's best interests.
  - 2) **Services:** Landlord will furnish and pay for janitorial services, as listed in herein, inclusive of supplies and equipment for the Premises. These services will be performed before 8:00 a.m. or after 5:00 p.m., Monday through Friday, unless otherwise specified in the Supplemental Conditions. Janitorial work will be scheduled to avoid interference with the ACS'S business. Landlord must instruct the janitor not to disturb

# ALASKA COURT SYSTEM (ACS)

## GENERAL LEASE CONDITIONS

### LEASE CONTRACT

Procurement per ACS Procurement Guidelines

material on desks, drawers or cabinets, or use telephones and computers. Equipment, furniture and wastebaskets, if removed for cleaning, must be replaced in their original locations and all electrical items must be reconnected to their outlets.

- 3) **Defective Work:** Upon notification, Landlord shall, at Landlord's expense, correct any defect in the janitor's work or in supplies which the janitor provides. If the Landlord does not correct the defect within twenty-four (24) hours after notification, the ACS may correct the defect and deduct the cost from the rent. When the ACS determines in its sole discretion that a defect in janitorial work could result in injury to persons, the ACS may immediately correct the defect using the most expedient method available and deduct the costs from the rent. The Landlord is responsible for all injury to persons or property, which may result from janitorial fault or negligence.
- 4) **Building Security:** The janitor will lock outside doors at all times except when the Property is normally open to the public. Interior building doors (within the Premises and connecting the Premises to the Property) will remain locked except while work in the immediate area is in progress. All doors will be locked when the janitor(s) leave(s) the building.
  - a **Safe Practices:** Accepted safe practices must be followed in the performance of the janitorial work. Janitor shall also comply with standards prescribed by the State of Alaska, Department of Labor, Division of Labor Standards and Safety.
- 5) After each performance of cleaning or other services during non-regular office hours the janitor shall:
  - a Turn off unnecessary lights.
  - b Inspect the area for fire hazards and take appropriate corrective action.
  - c Close and lock all outside doors and windows.
- 6) **Supervision:** At the end of each workday, the janitorial supervisors shall inspect the entire Property to ensure that all work is complete and all doors are locked and unnecessary lights turned off. In accomplishing the services, the janitor(s) shall unlock and leave open only doors in areas in which a person is working. Doors to areas where no one is working shall remain locked at all times.
- 7) **Services:**
  - a **Daily Services:**
    - i Empty all wastebaskets and trashcans. Collect all wastepaper and trash and dispose of it away from the Premises.
    - ii Vacuum all halls and floors in the portion of space leased by ACS. Tile, linoleum, or hardwood floors, if any, will be swept with a yarn broom or a dust mop treated with polyethylene glycol or similar non-injurious material. Vacuum all carpets.
    - iii Provide and maintain adequate supplies of toilet paper, seat covers, deodorizers, sanitary napkins, towels and soap in toilet rooms. These supplies are to be of standard or better quality and are to be furnished by the Landlord. Landlord shall also provide a closed disposal container for waste sanitary napkins. After filling all dispensers, janitor shall check to ensure that all mechanisms function properly.
    - iv Mop or scrub all public toilet room floors. Wash all plumbing and toilet fixtures with warm water and soap. Disinfect sinks, toilets and urinals. Damp wipe all dispensers, walls and partitions.
  - b **Weekly Services**
    - i Dust all visible surfaces of furniture, fixtures, windowsills and equipment.
    - ii Damp mop all tiled floors and remove traffic marks.
    - iii Mop or scrub all private toilet room floors. Wash all plumbing and toilet fixtures with warm water and soap. Disinfect urinals and toilets. Damp wipe all dispensers, room walls, and partitions.
  - c **Monthly Services:**
    - i Damp mop all waxed floors and machine buff to remove traffic marks and restore luster if and where applicable.
    - ii Remove all finger marks and smudges from walls, woodwork, glass surfaces, and vinyl furniture.
  - d **Semi-Annual Services:**

# ALASKA COURT SYSTEM (ACS) GENERAL LEASE CONDITIONS

## LEASE CONTRACT

Procurement per ACS Procurement Guidelines

- i Dust or vacuum window coverings (such as drapes and blinds). Dust with a treated cloth overhead pipes, moldings, window and doorframes, and other items as necessary.
  - ii Wash light fixtures, lamps and lenses for greatest light efficiency.
  - iii Wash windows inside and out at least once per year, leaving no streaks or unwashed places. Wipe water spots from sills and frames. Use drop cloth as required to protect adjacent surfaces, fixtures and furniture. Wash windows at equal intervals of time, as weather conditions permit.
  - iv Wash all wastebaskets and trash cans.
  - v Shampoo carpets.
  - vi Remove all wax from all floors by mopping or scrubbing with synthetic detergent or wax remover, rinse thoroughly, and apply good skid resistant wax of a type recommended by floor tile manufactures. When wax is dry, machine buff to smooth sheen. If floor is treated rather than waxed, thorough cleaning will be necessary and/or retreatment of flooring will be required.
  - vii Fabric cleaning of Landlord provided furniture
  - e Commencement of Lease Services:
    - i Wipe down all walls, doors and other painted, vinyl coated, or plastic laminate surfaces.
    - ii Wash light fixtures, lamps and lenses for greatest light efficiency.
    - iii Shampoo existing carpets, and vacuum new carpets.
    - iv Thoroughly clean all hard floors, and wax or treat as recommended by manufacturer.
    - v Wash windows inside and out and vacuum or dust window coverings.
    - vi Polish wood surfaces, including doors, trim, sills and casework.
  - f Plastic Trash Bags:
    - i All waste shall be put into trash bags.
    - ii Plastic liners shall be furnished for wastebaskets and trashcans by the Landlord and shall be changed as needed, but in no case shall they be used longer than one week.
- I Utilities & Other Services:** Landlord shall provide as part of the monthly rent, utilities, including sewage, potable water, trash removal from the premises, snow removal from walkways, janitorial services and all general building services. ACS will provide its own telephone and data service, and will pay for fuel oil for heating system, and electric utility cost.
- J Maintenance Outside the Lease Premises:** Landlord will maintain stairways, porches, and common hallways used for access to the Premises in a good state of repair and a clean and safe condition year round. Landlord will promptly remove all accumulations of ice and snow from outside steps, parking lot, sidewalks/pathways and storage areas on the Property. The Landlord shall provide road and parking lot maintenance to include snow removal from the parking area of the space offered to the nearest government maintained roadway. Following are the specific requirements for snow removal:
- 1) All lots and driveways must be cleared of all snow by 7:30am.
  - 2) All lots and driveways must be sanded or ice free by 7:30am.
  - 3) If conditions become icy from 7:30am to 6pm, contractor will, within 2 hours, provide sanding services to prevent vehicles or people from experiencing slip and fall conditions, being careful not to damage vehicles in the lot.
  - 4) Emergencies: When a 2" or more snowfall or icing conditions occur during ACS business hours (7:30am to 4:30pm Monday through Friday except State Holidays), Contractor shall provide preliminary snowplowing and/or sanding as needed to allow for safe movement of people and vehicles prior to 4:30pm. The balance of the Snowplowing and/or sanding of entire lot shall be complete by 7:30am the following day.
- K Other Tenants:** The occupancy by other tenants is restricted to those whose intended and actual use, in the sole discretion of the ACS, will not detract from the dignity of the court functions and safety of court users and the functions of the ACS.
- L Security Clearance:** Prior to commencement of any work on the Premises, the ACS requires each contractor, agent, principal, officer or employee of the Landlord, who will work on court Premises, to provide a

# ALASKA COURT SYSTEM (ACS) GENERAL LEASE CONDITIONS

## LEASE CONTRACT

Procurement per ACS Procurement Guidelines

completed Background Check Form obtained from ACS. ACS may also require fingerprints be taken. The Landlord shall ensure these requirements are met and pay for all costs associated with obtaining the information required and Fingerprints at:

State of Alaska  
Department of Public Safety local office

- 1) The court system uses the following guidelines when evaluating criminal background:
  - a Any person with the following conditions may not work or provide any kind of services on the ACS Premises, unless the ACS Facilities Manager has agreed to waive the disqualification under Section 3) below
    - i Has been convicted of a violent crime or crime of theft within last 5 years
    - ii Has been convicted of more than 2 misdemeanors in last 5 years
    - iii Has been convicted of more than one felony in previous 10 years
    - iv Has an on on-going case in the court where work is being performed with ACS (until case is resolved).
- 2) **Application.**
  - a Prior Convictions. Multiple convictions arising out of the same criminal episode will be considered a single prior conviction for purposes of this rule.
  - b Definitions. The following definitions apply to this rule:
    - i "Crime" means a felony or misdemeanor.
    - ii "Felony" means a crime that is a felony under the laws of this state or another state.
    - iii "Misdemeanor" means a crime that is a misdemeanor under the laws of this state or another state.
    - iv "Violent crime" means murder, manslaughter, criminally negligent homicide, assault, reckless endangerment, stalking, kidnapping, sexual assault, sexual abuse, robbery, extortion, or coercion under the laws of this state or any other state.
    - v "Serious property crime" means theft, burglary, arson or forgery under the laws of this state or another state.
- 3) **Waiver by Facilities Manager.**
  - a Standard for Waiver. The facilities manager may waive the disqualification and permit a person to perform work unless disqualification is mandatory under Section 1.a-c above. In deciding whether to grant a waiver, the facilities manager will consider the following factors:
    - i the nature and gravity of the offense or offenses;
    - ii the time that has passed since the conviction and completion of the sentence;
    - iii the number of convictions;
    - iv the nature of the work; and
    - v the level of supervision of the employee at the work site;
    - vi any other facts or circumstances that may have a bearing on the suitability of the employee's presence in a court facility.
  - b **Mandatory Disqualification.** No waiver will be granted if:
    - i the person was convicted of a violent crime or crime of theft within five years of the application date;
    - ii the contractor or person fails to provide criminal background information requested by ACS.
- 4) 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 Tenant's business.
- 5) 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.



# ALASKA COURT SYSTEM (ACS) GENERAL LEASE CONDITIONS

## LEASE CONTRACT

Procurement per ACS Procurement Guidelines

Prior to commencing any work under this contract, the Landlord and their 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.

- 6) The ACS may require identification cards, which will be provided at Landlord's expense.
- 7) During the term of this contract, the Contractor must monitor the status of each of its subcontractors, agents, principals, officers or employees with respect to the conditions described in Paragraph 18.A, above. Upon learning that the status of an individual has changed so that the individual would be prevented from entering or working on ACS premises, the Contractor must immediately terminate that individual's access to ACS facilities, and report to the ACS contracting officer or manager the nature of the change in status. **If the Contractor fails to comply with this paragraph, the ACS may terminate the contract as provided in these General Conditions.**

**M Replacement of Finishes and Fixtures:** The Landlord, at Landlord's expense (including all costs to move furniture, equipment, etc.), shall replace finishes and fixtures in accordance with the following schedule. All work must be scheduled around the ACS local court calendar, before 8:00 a.m. or after 4:30 p.m., Monday through Friday. If the Landlord does not replace materials as scheduled, or if the Landlord does not replace or repair damaged items in a timely manner, the ACS may, after written notification to the Landlord, replace or renovate finishes and fixtures as needed at the Landlord's expense, and deduct the cost from the rent. NOTE: All finishes and window coverings must be new and approved by the ACS at the commencement of the lease. All ceiling, fixtures and other built-in components must have a like-new appearance, be in good working condition and comply with current codes.

- 1) Floor Finishes: Every 8 years or upon expiration of flooring material manufacturer's written warranty period, whichever comes first.
- 2) Paint: Full re-paint of all surfaces each 5 years, with touch up painting provided on an as-needed basis due to damage or soiling.
- 3) Ceilings: When damage or deterioration is evident
- 4) Window Coverings: When damage or deterioration is evident
- 5) Fixtures: When damage or deterioration is evident

**N Insurance:** Landlord shall obtain and keep in force during the term of the Lease, and each extension, a policy or policies of insurance covering loss or damages to the PREMISES providing protection against all perils and risks including but not limited to the classifications of fire, extended coverage, vandalism and malicious mischief. Proof of Insurance coverage or binder must be filed with the ACS, Facilities Manager, prior to bid award. Except as prohibited by law, the Proof of Insurance shall list the ACS as additional insured, certificate holder and contain a statement that the insurer will give at least thirty (30) days' advance written notice to the ACS in event of alteration, cancellation, or termination of the insurance coverage. Failure to submit proof of insurance prior to bid award or failure to notify when change(s) occur will be cause for rejection of bid or cancellation of contract. Upon request by the ACS, Landlord shall provide a true and complete copy of any insurance policy required under this section.

- 1) Public Liability Insurance: Unless otherwise specified, the Landlord shall maintain public liability insurance in an amount sufficient to cover any suit that may be brought against the Landlord. The amount will be no less than \$300,000 combined single limit.
- 2) Worker's Compensation Insurance: The Landlord shall, in accordance with AS 23.30.045(d) and (e),

## Section A

# ALASKA COURT SYSTEM (ACS) GENERAL LEASE CONDITIONS

## LEASE CONTRACT

Procurement per ACS Procurement Guidelines

maintain sufficient Workers' Compensation Insurance to protect the Landlord from any claims or damages for personal injury, including death, which may arise from services performed under a contract issued as a result of this Invitation to Bid. This requirement also applies to the Landlord's contractor, subcontractor or anyone directly or indirectly employed by either of them. If at any time during the term of the contract, the Landlord's business operation changes and affects the Workers' Compensation Insurance status, the ACS must be notified immediately. Proof of Workers' Compensation Insurance coverage is not required if Landlord is self-employed and does not hire any other employee(s) to perform work covered in this bid.

- O Indemnity:** Landlord shall indemnify, defend, hold and save the ACS, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any act performed by the Landlord or the Landlord's agents and employees. The Landlord shall also assume all insurable risks and bear any loss or injury to property or persons occasioned by neglect during the term of this lease, excepting only sole negligence of the ACS. Landlord's indemnity obligation shall apply without regard to the limits of any insurance policy required under this lease.

#### **4 TENANT'S RIGHTS & RESPONSIBILITIES:**

- A Default:** If the ACS shall at any time be in default in the payment of rent, or in the performance of any of the terms of the lease issued as a result of this Invitation to Bid or fails to remedy such default within sixty (60) days after written notice thereof from the Landlord, the Landlord may repossess, terminate the lease and recover from the ACS all rent due.

In case of any default by the ACS, and repossession by the Landlord, the Landlord must attempt to relet the Premises for the remainder of the term of the lease for the highest rent obtainable and may recover from the ACS any deficiency between the amount so obtained and rent specified by the lease.

#### **B Tenant's Rights:**

- 1) **Quiet Enjoyment:** If the ACS shall pay the rent as provided by the lease issued as a result of this Invitation to Bid and shall keep, observe and perform all of the other covenants of the lease by it to be kept, performed and observed, the ACS shall and may peaceably and quietly have, hold, and enjoy the Premises for the term of such lease.
- 2) **Safe For Occupancy:** If, during the term of a lease issued as a result of this Invitation to Bid, the ACS determines that all or part of the Premises are unsafe for occupancy because of events not in the control of the ACS, the rent for the unsafe part of the Premises shall be abated until the Premises are returned to their former condition by the Landlord. If the ACS determines that all or a substantial part of the Premises are so unfit for occupancy that it cannot conduct its business safely, the ACS may move from the Premises, terminate the lease by written notice to Landlord, and recover from Landlord the costs of relocation.
- 3) **Interruption of Utilities and Services:** If the ACS determines that its use of the Premises is threatened by the interruption or severance of utilities or other services provided by the Landlord, the ACS may contract for the utilities and services in the name of the ACS, and may deduct from the rent the costs of such utilities, services and related deposits.
- 4) ACS will have access to the lease space 24 hours daily, 7 days a week throughout the year.
- 5) **Option to Lease Contiguous Space:** The ACS has the option to lease any additional contiguous space that may become available for rent/lease on the Property during the term of the lease. The Landlord shall provide the ACS written notice within thirty (30) days of such availability. Such notice shall be

# ALASKA COURT SYSTEM (ACS) GENERAL LEASE CONDITIONS

## LEASE CONTRACT

Procurement per ACS Procurement Guidelines

accompanied by an offer to lease, including the rental rate of the additional space. The offer shall remain open for at least thirty (30) days. If the ACS does not accept the offer within the time that it is open or extended, the Landlord is free to rent/lease said space to other tenants, subject to Paragraph 3.K, above.

### **C Tenant's Responsibilities - The ACS will:**

- 1) Pay rent at the time and place set forth in the lease to the Landlord on the first day of each month of the term of the lease or in advance at the option of the ACS. Payment for any partial month's occupancy will be prorated, based on a thirty- (30) day month.
- 2) Use and occupy the Premises in a careful and appropriate manner.
- 3) Not use or occupy the Premises for any unlawful purposes.
- 4) Not use, occupy nor permit the Premises to be occupied or used for any purpose or business deemed hazardous.
- 5) Make no alterations or additions in or to the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld. Landlord shall have 30 days to respond to such request; if no response is received within that time, ACS may proceed with alterations or additions.
- 6) Permit the Landlord to enter upon the Premises at all reasonable times to examine the conditions of same, provided that the ACS may prohibit entry at such times and in such manner as the general public may be excluded, e.g., during confidential or closed court proceedings and other similar or dissimilar occasions.
- 7) Observe all applicable laws and reasonable written regulations that the Landlord establishes for the general convenience, comfort and welfare of persons using the building.
- 8) ACS shall leave the Premises at the end of this lease in as good a condition as received, excepting reasonable wear and tear, loss or damage cause by fire, explosion, earthquake or act of God.

**D Fixtures, Furniture and Equipment:** All furniture, fixtures and equipment which the ACS has installed in the Premises shall remain the property of the ACS and may be removed at the end of this lease or any extension. ACS will repair any damage to the Premises from such removal.

### **5 OTHER TERMS & CONDITIONS:**

**A Option to Renew:** The ACS may have the option to renew this lease for additional terms if defined in the Supplemental Conditions.

**B CPI (Consumer Price Index) Adjustments:** Adjustment(s) to the Base Monthly Rate (as stated in Supplemental Conditions) after the initial five (5) years of the lease, and annually thereafter, shall be made to reflect changes in the Landlord's variable costs such as operational costs other than debt service and profit; "variable costs" are defined as thirty-five percent (35%) of the base monthly lease rate. The base monthly lease rate will be adjusted in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-W), for the Urban Wage Earners and Clerical Workers, All Items, Anchorage area, issued every six months.

The percentage change in CPI-W means the percentage difference between the Base Year CPI-W in effect during the half (1<sup>st</sup> (January through June) **OR** 2<sup>nd</sup> (July through December)) of the year in which lease commenced and the CPI-W in effect for same half year for the calendar year just completed. Annually for each year of the extension period(s), the percentage of change from the base monthly rate will be determined by the percentage difference between the Base CPI-W and the CPI-W in same half and in the Calendar Year just

# ALASKA COURT SYSTEM (ACS) GENERAL LEASE CONDITIONS

## LEASE CONTRACT

Procurement per ACS Procurement Guidelines

completed. This adjustment may result in either an increase or a decrease depending on the actual CPI-W in effect at the time of the adjustment.

EXAMPLE: The lease commenced on 8/3/04 and had a term of 5 years. Therefore the base monthly rate of \$1,500.00 shall be adjusted and effective on 8/4/09. The Base Year CPI-W is the 2<sup>nd</sup> half (Jul-Dec) of 2004 and was 135.5, the CPI-W in effect the 2<sup>nd</sup> half of 2008 was 146.6, and the percent of change was 8.19%.

The formula is expressed as:

$$[(35\% \times \text{base monthly rate}) \times \% \text{ change in CPI-W}] + \text{Base Monthly Lease Rate} = \text{Adjusted Base Monthly Rate.}$$

See table format below:

135.5	Base Year 2 <sup>nd</sup> half of 2004 (CPI-W)				
<b>146.6</b>	2nd half of <b>2008</b> (CPI-W)				
11.1	Amount of Increase over Base Year				
= 8.19%	Percent Change in CPI-W Over Base Year				
\$1,500.00	Base Rate 8/3/04 (At Lease Commencement)				
X 35%	% of Rent to increase by CPI				
= \$525.00	Variable Costs (Base Rent x % of Rent to increase by CPI)				
\$ 42.99	Amount of change for Current Year (Variable Costs x % Change)				
<b>\$1,542.99</b>	<b>Adjusted Base Monthly Rate effective</b>	<b>8/4/09</b>			

- C Condition of Premises:** The parties agree that the Premises provided for in this Invitation to Bid are fit for occupancy and that they will continue throughout ACS' occupancy to comply with all applicable laws codes.
- D Assignment/Sublet:** The lease issued as a result of this Invitation to Bid and all the covenants, provisions and conditions therein contained shall inure to the benefit of and be binding upon the successors and assigns of both parties. Assignment or Subletting of all or part of the leased Premises under this lease by either party is not permitted without prior written consent of both parties. ACS may withhold its consent for any assignment or sublease that, in the sole discretion of ACS, would result in occupancy that is not compatible with court functions.
- E Holding Over:** Any holding over past the expiration of the term, any extensions or renewals of the lease, shall be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect. Each party will provide written notice to the other party of its intent to cancel such month-to-month extension at least thirty (30) days prior to the desired date of cancellation.
- F Termination:** Because the payment of rent by the ACS is subject to appropriation by the legislature of the State of Alaska, the lease may be terminated upon 120 days written notice to the Landlord if the legislature enacts an appropriations bill which reduces the operating budget of the ACS below its adjusted base for the immediately preceding fiscal year. The Supreme Court must authorize lease termination, and may do so only after declaring a budget emergency.
- G Changes in Space:** Changes proposed either by the Landlord or by the ACS after both parties in writing shall mutually agree upon acceptance of the offer before such changes are actually accomplished.
- H Delays:** Time is of the essence. If there are delays in providing the Premises "Ready for Occupancy" (as defined in Section 3.A) by the Landlord due to unforeseeable causes beyond the control and without fault or

# ALASKA COURT SYSTEM (ACS) GENERAL LEASE CONDITIONS

## LEASE CONTRACT

Procurement per ACS Procurement Guidelines

neglect of the Landlord, the date of occupancy may be extended by the ACS without imposing liquidated damages. In all other cases, the ACS will impose liquidated damages as defined in the Supplementary Lease Conditions.

- 1) The Landlord shall not be liable for the consequences of any failure to perform or default in performing any of its obligations under this Agreement if that failure is caused by Force Majeure beyond the control of and without the fault or negligence of the Landlord. Force Majeure shall mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strike; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishings or use of materials or labor required; inability to secure material, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
  - 2) Notification of such delays must be made to the ACS'S contracting officer in writing within ten (10) days of the commencement of the delay. The ACS'S contracting officer shall ascertain the facts and the extent of delay and the extent of the time for completing the project. The ACS'S contracting officer may approve an extension when, in the officer's judgment, the findings of fact justify an extension. The officer's finding of fact thereon shall be final and conclusive unless the successful bidder shall appeal to the Administrative Director of the ACS within thirty (30) days upon receipt of the findings of fact.
  - 3) The decision of the Administrative Director of the ACS or a duly authorized representative shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, arbitrary or capricious, or so grossly erroneous as to imply bad faith or unsupported by substantial evidence. If no appeal to the Administrative Director is taken, the decision of the contracting officer shall be final and conclusive. In connection with any appeal proceeding under this clause, the successful bidder shall be afforded an opportunity to be heard and to offer evidence in support of this appeal. Pending final decision on an extension of time hereunder, the successful bidder shall proceed diligently with the performance of the contract.
  - 4) Inability to comply with State, City, or local construction or zoning laws or ordinances or restrictive covenants shall not be regarded as an unforeseeable cause.
- I Eminent domain:** If the Premises are taken for any public or quasi-public use under any statute, or by right of eminent domain, or private purchase by a public body vested with the power of eminent domain, this lease will terminate and the rent shall be adjusted as of the time of termination so that the ACS will pay rent up to the time of taking only. If the taking reduces the area of the Premises by at least twenty percent (20%) or materially affects the uses being made by the ACS of the Premises, the ACS may terminate the lease after written notice to the Landlord within ninety (90) days after the taking. Landlord shall be entitled to any condemnation award for the value of the facility and ACS shall be entitled to any condemnation award for the value of the leasehold.
- J Sale or Foreclosure:** If the leased Property is sold during the term of the lease which was issued as a result of this Invitation to Bid, or any extension thereunder by virtue of a foreclosure (voluntary or involuntary sale), this sale will be made subject to the lease. This will also apply to a sale as a result of an encumbrance on the Property that existed before the lease agreement was executed. If there is an encumbrance on the Property, a subordination agreement must be obtained by the successful bidder with a copy of the agreement supplied to the ACS.
- K Notices:** All notices between the parties during the lease term will be sent to the mailing addresses listed on the Lease Contract, unless notified in writing of address change from other party.
- L** The terms and conditions of the master lease shall remain in full force and effect, unless amended or modified and mutually agreed to in writing. All provisions of the lease shall apply to all extensions of term unless amended.

## Section A

# ALASKA COURT SYSTEM (ACS)

## GENERAL LEASE CONDITIONS

### *LEASE CONTRACT*

Procurement per ACS Procurement Guidelines

- M** This paragraph applies to this contract only if the contract price exceeds \$25,000. The OWNER will notify the Department of Labor, Labor Standards and Safety Division of this Contract in accordance with AS 36.05.035. The Contractor must then comply with the requirements noted within the Department of Labor pamphlet entitled, "Laborer's and Mechanic's Minimum Rates of Pay," found on-line at <http://labor.state.ak.us/lss/forms/pamp600-040113.pdf>
- 1) The contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
  - 2) The Contractor shall submit one copy of the certified payrolls to the OWNER weekly.
  - 3) Wages may not be less than those stated in the Department of Labor pamphlet described above, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
  - 4) 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;
  - 5) 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
    - a) The rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
    - b) The rates of wages in fact received by laborers, mechanics, or field surveyors

**ALASKA COURT SYSTEM (ACS)**  
**SUPPLEMENTARY LEASE CONDITIONS**  
*LEASE CONTRACT*

Procurement per ACS Procurement Guidelines

1. **INITIAL TERM OF LEASE:** Fifteen (15) years. Commencing on April 1, 2015 and expiring on February 28, 2030.
2. **RENEWAL:** The ACS shall have the option to renew the lease for two (2) additional periods of five (5) years each by giving the LANDLORD notice in writing not less than **sixty (60)** days prior to the expiration of each period.
3. **OPTION:** The ACS shall also have a one-time option to extend the lease for a period up to 6 months at the completion of the initial term of the lease or the completion of a renewal option. The base monthly rate for this type of monthly renewal will be adjusted by CPI Adjustments in General Conditions.
4. **CPI (Consumer Price Index) Adjustments:** Annual adjustments to the base monthly rate will occur after the initial five (5) years of the lease. See General Conditions.
5. **LIQUIDATED DAMAGES:** It is mutually agreed that the Landlord will pay to the ACS \$379.23 per day for each calendar day of delay beyond the Ready for Occupancy Date as stated on the cover sheet of this Invitation to Bid, or as extended pursuant to the provisions of this Invitation to Bid. It is mutually agreed that this amount is a good faith pre-estimate of actual damages resulting from a delay, and is reasonable in light of the anticipated harm caused by a delay, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy.
6. **LEASE AGREEMENT:** The lease agreement will be prepared by the ACS and will contain the terms and conditions of the Invitation to Bid.

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The following requirements describe the minimum acceptable requirements and shall govern unless expressly modified by the Supplementary Lease Requirements. All costs, including labor and materials associated with the following items to be provided and maintained by the Landlord are at the Landlord's expense except where noted that ACS shall provide and/or maintain

**1. DEFINITIONS:**

- A. "Net usable square footage" is a term meaning the square footage of the area to be leased for occupancy by ACS personnel and/or equipment. It is determined by computing:
  - 1) The area of each space by measuring from the normal inside finish of each wall and;
  - 2) Adding internal circulation factor (i.e. hallways utilized within ACS space), which is the space the Landlord will need to provide for the full utilization of the ACS leased space.



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- B. "ADA Compliant" means with respect to a facility that the facility complies in all respects with the current issue of Americans with Disabilities Act Accessibility Guidelines ("ADAAG").
- C. "Accessible or Accessibility" means easy to enter or reach physically.
2. **AREA LOCATION:** Building offered for lease must be within the limits of the location noted on the Cover Sheet of this ITB and located on or with direct access to a state maintained, paved road (unless the State does not provide paved roads in or near the location). Property must be zoned for commercial office use at the time of bid opening if local zoning regulations apply. The ACS may reject any proposed space that is, in the sole judgment of the ACS, unacceptably proximate to sources of noise, odors, dust, or other similar or dissimilar factors that may impair the functionality of the space for court purposes.
3. **LOCATION OF SPACE WITHIN BUILDING:** The proposed space must be contained within one building, on a single floor, within contiguous space.
4. **PLANS AND SPECIFICATIONS:** If either new construction or remodeling is necessary, complete plans, specifications and changes thereto shall be approved in writing by the ACS prior to beginning any construction. The descriptions of spaces in the General and Supplemental Lease Requirements are intended to guide the designer. Design meetings with ACS, and submittal of design for review by ACS, throughout the design and construction process will be required to obtain ACS approval of building plans and space configuration, equipment and systems, components, casework and finishes prior to occupancy. Upon completion of construction and prior to the signing of the lease, two (2) full sets of as-built drawings scaled no less than 1/8" including code occupancies and square footages for each room, a full set of as-built specifications, certificate of occupancy, and O & M Manuals will be provided to ACS.
5. **SPACE:** The Landlord shall provide net usable office space as defined above, and as described in the Supplemental Lease Requirements section of this Invitation to Bid.
6. **TYPE OF BUILDING:** The space offered should be in a building of sound and substantial construction that meets all applicable building codes and regulations. The building shall be properly protected against fire and other hazards in accordance with adopted building codes and is to be provided with good natural light, all utilities and services specified, and adequate ventilation as required. The exterior building appearance shall be attractive, in like-new condition, and in keeping with the dignity of the court. The building and the area in which it is located shall be clean and free from objectionable tenancy, odors, vermin, rodents, or other features which in the opinion of the ACS would be detrimental to its operation.
7. **ARRANGEMENT OF SPACE:** Floor Plans shall be arranged in accordance with functional and spatial relationships established by the ACS, as provided on Appendix A-Courthouse Floor Plan and in conformance with the following access and proximity requirements. Note that this paragraph describes the arrangement of all possible ACS spaces, and that some spaces included below may not be required in this ITB. For specific spaces required for this ITB reference Section D Supplementary Lease Requirements. Note additionally that some spaces are required to have both public and private access:

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- A. Public Access Required: Courtrooms and Hearing Rooms (via a Soundlock), Customer Service Counter, Jury Assembly, Grand Jury, and Attorney Conference Rooms shall be accessible from the Public Lobby. Law Library/Meeting Rooms and Public Restrooms shall be accessible from the Public Lobby or from other public access areas.
  - B. Private Access for Staff Required: With the exception of the Library and Conference Rooms, all spaces shall be accessible from a corridor with restricted public access; except that in small Magistrate Judge Courts, the Magistrate Judge Office, Communications Room, and Staff Restroom may be accessible from the Clerk's Office and the Communications Room may be accessible from the public lobby only. The Clerk of Court Office shall be accessible from the Clerk's Area. The Courtroom and Hearing Room shall be accessible from the Prisoner Delivery area
  - C. Circulation patterns within the facility shall provide separation between the public areas, the private areas and secure prisoner (Holding Cell) circulation.
  - D. Prisoner Delivery Entrance: an exterior secure prisoner delivery entrance is required. It should be adjacent to holding cell (if required) area, but separated from both Private and Public access routes. If leased premises are not on the first level of the building, there must be a separate, secure elevator for prisoner transportation. Exterior Prisoner Delivery entrance must be located so as to be visually separated from the public and staff entrances, accessible by vehicle, and must include an adjacent area for parking for one vehicle.
  - E. If there is only one Staff Restroom, it should be adjacent to Clerk's Area and Magistrate Judge and Judge Offices.
  - F. Jury Deliberation Room(s) should have proximity to the Courtrooms.
  - G. Holding Cell(s) should have proximity to the Courtrooms and Hearing Rooms.
  - H. Storage Room shall be adjacent to the Clerk's Area.
  - I. Secured Storage Room shall be adjacent to the Courtrooms or Hearing Rooms.
  - J. If required, Attorney Conference Room should have direct access to the courtroom arena space in addition to Public Lobby access. The Attorney Conference room, in this instance shall double as an Ante Room for the courtroom.
8. **INGRESS AND EGRESS**: Elevator service, if required or available, must operate 24 hours a day, 7 days a week, unless ACS requests closure. Access to the leased space shall be by public lobby(s) and by exterior arctic entry(s). The ACS shall have the exclusive right to the leased space.

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**9. CONFIGURATION OF SPACES:**

- A. Courtroom, Hearing Room and associated Sound Lock(s): Reference **Appendix B-Typical Courtroom Layout**. The minimum ceiling height of courtrooms and hearing rooms must be 9'6", however, over the judge's bench and arena area 11' - 12' is preferred. It is preferable that Courtrooms and Hearing Rooms do not have any other windows or relites. Each Courtroom and Hearing Room shall be divided into four (4) functional areas consisting of Soundlock, Spectator Seating, Judicial Arena and Secured Storage. In addition, Courtrooms shall include a fifth functional area, Jury Seating. Requirements for each area follows:
- 1) **Sound Lock**: Bidder shall provide a Sound Lock for public entry/exit with two sets of sound doors meeting ADA clearance requirements. The interior set of the Sound Lock doors should have relites, approximately 4"W x 24"H. Interior soundlock doors shall open directly into the Spectator Seating area.
  - 2) **Judicial Arena**: Bidder shall provide Judicial Arena area to accommodate the Judge's Bench, In-Court Clerk's Station, and the Witness Stand casework as described in General Lease Requirements, Casework and Finish Carpentry paragraphs. Reference **Appendix B.6-Jury & Judge's Casework Platform Construction** for construction of platforms to elevate the Judge's Bench 12"-18" above Finished Floor (2-3 steps). Court Clerk shall be at floor level and shall be ADA Compliant. Witness stand shall be a moveable piece of furniture (on glides), and shall include a separate 6" high moveable platform on casters of a size to accommodate the witness stand. Reference Appendix B.3 Typical Mobile Witness Stand for both the Witness Stand and Platform. Unless the exit path is shielded by a full height wall (Reference Appendix A & B.1) separate doors beside or behind the judge's bench must be provided for both the Judge and the In-Court Clerk to allow exit directly from their respective benches to a secured corridor, or to the Clerk's office and the Judge's chambers. NOTE: Providing only one door which requires that the Judge pass behind the In-court Clerk or vice versa, is not acceptable. Judge's bench and In-Court Clerk must also have an access route to arena. There must be a separate entrance for prisoner delivery, directly into the Judicial Arena area, with an un-obscured pathway directly to the litigant table seating. The jury box must be shielded from the prisoner entry by a full height wall. Judicial Arena area must also accommodate two (2) litigant tables (each 6' wide x 30"deep) and a podium (2'wide) between them. Location of litigant tables must provide a good sightline to the front of the jury box, witness stand, and judge's bench. Tables, chairs, and podium will be provided by ACS. Spectator seating area, jury box, and litigant table seating shall face judge's bench. Reference **Appendix B-Typical Courtroom Layout** for Judicial Arena area layout. Judicial Arena area ceiling shall be separated is a visible way from the spectator and jury seating areas by soffits, an elevation change, and a change in ceiling materials and type of light fixture .
  - 3) **Spectator Seating area**: Shall be configured to provide seating for a minimum of Forty-eight (48) persons including one (1) space for wheelchair seating for Superior Courtroom and thirty (30) persons including one (1) space for wheelchair seating for District Courtroom. Each seat shall be allowed a minimum of 24 inches wide and 20 inches deep. Bidder shall provide theater seating or bench seating – reference "Furniture Fixtures and Equipment" paragraph. As a divider between this area and

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the Judicial Arena, provide a railing as described in the General Lease Requirements Casework and Finish Carpentry paragraphs and constructed similar to **Appendix B.4-Fixed Courtroom Railing**. The public entry through the Sound Lock shall open directly into the spectator seating area.

- 4) **Jury Seating area:** Bidder shall provide Jury Seating area to accommodate seven (7) swivel/tilt chairs in two (2) rows, including one ADA compliant space on the front row for wheelchair seating. The second row of seating shall be on a platform raised 6" above the first row. ACS shall provide the swivel/tilt chairs. Platform and front row shall each accommodate 30" per chair in total width, and be 4'-0" deep. Platform shall be constructed similar to that in **Appendix B.6- Jury & Judge's Casework Platform Construction** with walls at both ends no less than 36" high above platform height and angled to maintain visibility of everything in the Judicial Arena. The floor underneath the platform seating area shall be constructed of a minimum of ¾" plywood. As a divider between the Jury Seating area and the Judicial Arena, provide a Jury Railing, extending the length of the jury seating area less 42" at one end to accommodate wheelchair space, and an opening on the other end, for exiting. Construct railing as described in General Lease Requirements Casework and Finish Carpentry paragraphs and similar to **Appendix B.4-Fixed Courtroom Railing**. Provide a door from the Jury Seating area to allow jury to exit from Courtroom directly into a Jury Deliberation Room or a secured staff corridor.
  - 5) **Secure Storage:** This room or rooms shall be within the courtroom, easily accessible to be the In-Court Clerk to be used for evidence storage. Bidder has the option of providing one or two rooms as long as the total minimum square foot requirement is met. Placement of storage room shall not obstruct sightlines, nor infringe on the arena area. Room shall be constructed to secure against unwanted entry. This room shall have a solid core door swinging out, with hidden hinges and shall be furnished with a deadbolt lock. The secure storage room shall have walls that go from floor to underside of structure constructed of 5/8" gypsum wallboard applied over 5/8" MDP plywood on the interior face of all walls. The ceiling shall be a "hard" ceiling constructed of 5/8" gypsum wallboard applied over 5/8" plywood which has been attached to structural members. **Suspended ceilings are not acceptable.**
- B. Attorney Conference Room/Ante Room: This area shall be directly accessible from the Lobby, and if specified to double as an Ante Room, it shall also be accessible from the Courtroom or Hearing Room. If it doubles as an Ante Room the access must be directly into the arena area of the Courtroom, with easy access from the spectator seating and the judge's bench. Room space must be a minimum of 6' wide, and must accommodate a small table and two chairs, clear of the door swings.
- C. Public Lobby: This area shall be directly accessible to the main entrance of the space offered and shall be adjacent to the Public Restrooms, Jury Assembly, Clerk's Area and Courtrooms, Hearing Rooms, Attorney Conference Rooms and Grand Jury. Doors shall be provided between the Public Lobby and Clerk's Area, Sound Locks, Restrooms. Attorney Conference Rooms and Grand Jury. **Note: Jury Assembly is not required as a dedicated space; however, space for 80 people needs to be available in the building and adjacent to the lobby for Jury Assembly. For example; public lobby could function as Jury Assembly.** Where Entry Scanning Equipment is required, Public Lobby shall include adequate space to

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accommodate this procedure and equipment. Adjacent to the Clerk's Counter described below opening into the Lobby, provide a 30"H x 24"D x a minimum of 60"W work surface to be used as a public work area. Provide electrical and data outlet below the worksurface for the public PC.

- D. Clerk's Area: Provide office space with a minimum 12' dimension, adjacent to the Public Lobby area described above. Office space shall be open area without projecting walls or rooms which would restrict flexibility in furniture layout. Provide minimum of (2) 4'x4' operable windows at each exterior wall. Bidder shall provide the following in the Clerk's Area as further defined in the Supplementary Lease Requirements, Appendix F

- 1) Built-in Customer Service Counter to separate the public area and the Clerk's Area.
- 2) Customer Service counter shall have a section that is at an ADA accessible height. Unless customer service counter opens up to a secure customer service room, provide locking, sliding glass at the Customer Service Counter for afterhours security.
- 3) Coat hooks.
- 4) Coffee Preparation Area with Sink.

- E. Jury Deliberation Room: Jury Deliberation Room shall consist of a room having a minimum dimension of 12 feet. Jury Deliberation Room must have non-operable windows which are high enough to block visibility into the room by pedestrians and vehicles. The Jury Deliberation Room must incorporate the following features within the space:

- 1) Sound Lock between corridor or Courtroom access and deliberation room.
- 2) Coffee preparation casework as specified in Supplementary Lease Requirements, Appendix F.
- 3) Coat hooks as specified in Supplementary Lease Requirements, Appendix F.
- 4) One ADA Compliant Restroom
- 5) One Standard Restroom if required.

Reference **Appendix D—Typical 7 or 12 Person Jury Room** for layout.

- F. Grand Jury Room: It is preferable that the Grand Jury Room does not have windows or railites. This room shall have a minimum dimension of 12' and the following features:

- 1) Sound Lock between public corridor and deliberation room.
- 2) Coffee preparation casework as specified in Supplementary Lease Requirements
- 3) Coat hooks.
- 4) Second entry from the Clerk's workspace to allow exiting directly into secured staff corridor. Sufficient space to accommodate 18 jurors seated at tables, an in-court clerk seated at a desk, and a witness stand and litigant table facing jurors.
- 5) Access to an ADA compliant restroom and a second standard private restroom.

- G. Magistrate Judge and Judge's Chambers: shall have a minimum 11' dimension and a coat shelf and rod for hanging robes as specified in Supplementary Lease Requirements, Appendix F. Provide a minimum of (1) 4'x4' operable window at each exterior wall.

- H. Communications Equipment Room: This room shall have a minimum dimension of 8' (80sf minimum) with ¾" fire rated painted plywood mounted on each wall for equipment backer boards. The plywood shall extend from a minimum of 18" above finished floor to not less

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than 7' above the finished floor. This room shall not be a storage room or janitorial closet for building maintenance. If used to house electrical service panels, there shall be enough free wall and floor space to accommodate phone, duress, and audio panels, and floor mounted equipment rack. Reference Appendix A.1 for equipment, panels, and furniture typical room layout. Wall shall extend from the floor to structure above. There shall be no suspended ceilings. There shall be a minimum of one communications room per floor in a multiple floor building. Communications room shall be secure, keyed for Court System access, and shall have adequate ventilation/cooling - the typical communications room generates 10,000 BTUs, and the room must be kept at an ambient temperature not to exceed 75 degrees.

- I. Holding Cell: This room shall be constructed for maximum durability, safety and security. Doors shall be steel with vision lights and have security type hardware. All fixtures must be security rated. Walls and ceiling shall be finished with high-abuse surface, without any components that may be removed, pulled apart or otherwise modified by prisoner. Floor shall be epoxy painted concrete or VCT, no base, and ceiling shall be gypsum board. All light fixtures shall be surface mounted, and all fixtures, switches, controls, venting, fire alarm or other exposed building system components shall have protective coverings or grills. This room must have a security type toilet/sink combination unit. The holding cell will have direct and secure access to the courtroom.

**10. COMPLIANCE WITH LAWS AND CODES**: All existing structures or new construction and all appurtenances thereto shall conform to all applicable laws, codes, ordinances and regulations pertaining thereto. In the absence of local ordinances and regulations, state laws and codes shall apply. Minimum requirements established herein shall not be construed as lowering the standard established by local regulations and when such local regulations contain more stringent provisions, they shall govern. The Landlord shall be responsible for obtaining all required permits.

- A. All space offered in response to this bid must comply with applicable Federal and State laws and regulations pertaining to occupational health and safety.
- B. Floor loading shall comply with the current Live Load Table in the adopted edition of the International Building Code as applicable for the type of building and space. The court may have some spaces that require loads heavier than standard office loading. Reference Supplemental Lease Requirements for specific designations.
- C. By signature on this bid document, the Landlord acknowledges that the Landlord will be responsible for the accomplishment and cost of any building alterations, which may be required to correct violations of applicable laws, codes, ordinances and regulations detected during the period of the ACS occupancy.

**11. GENERAL ELECTRICAL REQUIREMENTS**:

- A. Electric Wiring Standards: All electrical work performed under this specification shall comply with the most recent edition of the following codes or rules:
  - 1) The National Electric Code of the National Board of Fire Underwriters.
  - 2) The rules, regulations and codes of the Federal, State, City or other local entity.

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- 3) The standardized rules of the National Electrical Manufacturer's Association.
- 4) Reference paragraph 29, Energy Conservation Requirements for additional requirements

The above minimum requirements shall not preclude the use of higher-grade materials or better workmanship.

- B. Main Service Facilities: The main service facilities and meter panel shall be adequate to provide for the electrical load that will be required. This service shall be enclosed in a suitable enclosure, which is readily accessible for inspection. Single phase, 60 cycles, 120/240V services shall be supplied. Electrical service for the portion of the property leased by the Court system shall be independently metered.
- C. Lighting: Light fixtures must be provided which are capable of producing well-diffused artificial illumination at the work surface of not less than 50 FC in the Attorney Conference Room, Courtroom/Hearing Room spectator seating areas, Courtroom jury seating areas, and 75 FC in the office and Courtroom/Hearing Room Arena areas. Lobbies and restrooms shall have 30 FC. Fixtures must be recessed or provided with suitable diffusers approved by the ACS. Bare lamp fixtures will not be acceptable. Appropriate wall switches shall control general office space lighting fixtures. In addition to the above requirements, provide the following:
- 1) Courtrooms and Hearing Rooms: Lighting for Courtrooms and Hearing Rooms shall have dimming capacity at spectator seating area and jury seating area. Lighting for spectator seating, jury seating, arena area and Judges Bench area shall all be separately switched. Judge's bench and arena light fixtures shall be visually differentiated from the jury and spectator seating areas by size, layout and type of light fixture.
  - 2) Fluorescent Lamps at Courtrooms, Hearing Rooms Grand Jury Rooms, offices, jury deliberation rooms, and clerical areas: T8 5000° K, tri-phosphor lamps with a minimum CRI of 86. Compact fluorescent lamps shall utilize amalgam technology, shall match the color temperature of the T8 lamps, shall have a minimum CRI of 82 and shall be provided with a 4 pin base when used with electronic ballasts and a 2 pin base when used with magnetic ballasts. All 4-foot T8 fluorescent lamps shall be low-mercury type that passes the Toxicity Characteristic Leaching Procedure (TCLP) test at end of life. GE "Ecolux", Osram/Sylvania "Ecologic", Philips "Alto", or approved equal.
  - 3) Exterior Luminaries: Provide exterior lighting as required to safely illuminate the pathway from property line or parking area to building entrances. Provide UL 1572 outdoor salt water marine; Complete with gaskets to form weatherproof assembly. Provide low temperature HPF ballasts, with reliable starting to -40° F.
  - 4) Emergency Lighting: Night lights on emergency ballasts must be provided at open clerical areas, courtrooms, hearing rooms, grand jury room, meeting rooms, libraries, jury deliberation rooms, jury assembly, holding cells, corridors, restrooms, public lobbies and other public places in compliance with current code.
  - 5) Switching:
    - i. Lighting in all office and clerical areas, grand jury rooms, jury assembly, jury deliberation rooms, conference rooms and libraries shall be 3 or 4 lamp fixtures with dual level (inboard/outboard) switching.

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- ii. Switching at courtrooms hearing rooms and grand jury room shall be located at the clerk's entrance away from public access, and shall control vestibules as well as the courtroom or hearing room.
- iii. Switching for both the clerk's area and customer service counter area shall be located at the clerk's entrance, away from public access.
- iv. **Energy efficient motion sensor switches are required at offices, clerical areas, jury rooms, conference rooms, and libraries.**

D. Electrical Outlets: Unless otherwise specified, office and similar space shall be provided with not less than two duplex convenience outlets for each 100 square feet of area. Additionally, there must be at least one (1) duplex outlet on each wall in any private office, storage, communication and meeting rooms or waiting areas. Unless specifically indicated, all electrical outlets shall be located approximately 16" above finished floor level. Outlet strips and wire mold may be provided only at walls in a building constructed prior to the original issue date of this ITB and where specifically allowed in the Supplementary Lease Requirements. These outlets and wire mold must be similar to Wiremold Company's pre-finished surface raceway system appropriate for use with power wiring and approved for use in dry interior locations only as covered in the National Electrical Code and are UL rated. All other areas shall have conduit concealed behind building finishes. **Floor outlets shall be Wiremold RFB4, recessed types, flush mounted with appropriate plate for floor covering – no plastic adaptors.** In addition to the above requirements, provide the all items shown on **Appendix E–Electrical and Low Voltage Outlet Requirements**. Additional placement specifications include:

1) Courtroom and Hearing Rooms:

- i. At courtrooms and hearing rooms with built in Judge's bench casework: Provide outlets at inside face of judge's bench and in-court station casework (at both ends of each counter), and a duplex outlet on the outside face of the Judge's casework facing the witness stand placement. Additionally provide an outlet 4 feet high on the wall behind the clerk's station, and provide outlets at floor below podium and litigant tables, and at spectator seating area wall and jury box walls.
- ii. At courtrooms and hearing rooms with moveable furnishings for the Judge's bench allowed specifically in the Supplementary Lease Requirements: Provide outlets at the wall immediately adjacent or behind the In-Court Clerk's and Judge's furnishings. Place another outlet at floor below, or wall behind mobile witness stand placement.

2) Lobby

- i. At lobby under or adjacent to ADA Customer Service Counter.
- ii. At lobby entrance – wall and floor outlets for security screening station.

Floor outlets shall be **Wiremold RFB4, recessed types, flush mounted with appropriate plate for floor covering – no plastic adaptors.**

E. Box Placement: Outlet boxes and physical location may vary according to millwork, flooring and ceiling finishes, and casework and furniture layout, and shall be approved by the ACS.

F. Clocks: Large faced (min. 12" diameter) wall clocks shall be provided at each Courtroom, Hearing Room, Grand Jury Room, Jury Deliberation Room, Clerk's Office and Magistrate



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Judge and Judge Offices installed approximately 80" above finished floor surface. Coordinate installation location with the ACS. Provide electrical outlet if electrical type of clock is specified. See Supplementary Lease Requirements for type of power-hardwired, battery or infrared.

**12. LOW VOLTAGE SYSTEMS:**

- A. Provide all outlets for phone, data, duress, sound system, and video arraignment systems shown on **Appendix E–Electrical and Low Voltage Outlet Requirements**. Additional specifications are below.
- B. Telephones: Adequate telephone service must be installed in accordance with requirements set forth below. All conduit and other features necessary to satisfy the telephone company's requirements shall be included in the building by the Landlord.
- 1) Unless otherwise specified, telephone ports will be included in the digital network communications outlets specified below. Outlet, cable, conduit and routing for phone outlets are identical to, and incorporated into the digital network communications requirements.
  - 2) The ACS will be responsible only for the actual connection of telephone and communications equipment required by ACS.
- C. Digital Network Communications: Adequate network service must be installed in accordance with requirements set forth below. All conduit and other features necessary to satisfy ACS requirements shall be included in the building as part of this project.
- 1) Unless otherwise specified, offices, clerical areas, courtrooms, hearing rooms, conference rooms, jury rooms, law library, and similar space shall be provided with the necessary conduits – sized at ¾" minimum – and boxes to allow for the installation of one 4-port digital outlet box per each 100 square feet of area or on 3 of the 4 walls of the room, whichever is greater.
  - 2) The quad outlet shall provide for 4 Cat 6 lines terminating in Cat 6 RJ-45 female connections. The ACS will use ports for data, phones or duress at their discretion. Provide standard duplex sized deep back boxes, approximately 2 ½" X 4" at walls, and Wiremold RFP A/V 9 or A/V11 (or appropriate for installation) recessed flush mounted boxes and flush covers at floors – no plastic adaptors. Provide network cables and connectors installed by project certified communication technicians unless otherwise noted in these documents. Certified communications technicians to install, terminate and test all cabling and connections. Provide confirmation of the testing to the ACS.
  - 3) Network conduit shall be homeruns from outlet to a patch panel in the communications room. The length of the conduit-run from the communication room to any quad outlet shall not exceed 250'.
  - 4) Communication Room shall be provided with a patch panel and telecom rack. Both shall be installed on walls with ample adjacent space for other racks or panel boards to be provided by ACS, including duress panel if used. The patch panel and telecom rack shall be adequately sized for the quantity of cables, and an expansion capacity of 10%. Provide patch cords of adequate length to connect patch panel to telecom rack. The equipment rack requires 120VAC on two 30 amp isolated

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circuits. The telecom rack will be: *Chatsworth Rack #46353-703 (1 each), with cable management #30161-703 (2 each)*, or equivalent.

- 5) In addition to the above requirements, provide the following:
  - i. At courtrooms and hearing rooms with built in Judge's bench casework: Provide outlets at inside face of at the Judicial Bench casework below countertop.
  - ii. At courtrooms and hearing rooms with moveable furnishings for the Judge's bench: Provide outlets at the wall immediately adjacent or behind the In-Court Clerk's and Judge's furnishings.
  - iii. At Lobby adjacent to or below ADA Customer Service Counter.

D. Audio System: The ACS shall provide audio recording equipment for each courtroom, hearing room, and grand jury room, and a public announcement system for each jury assembly room or area. Provide conduit, junction boxes, supports, cover plates, and other necessary items to accommodate the ACS supplied audio and PA equipment, cabling, and attachments.

- 1) Microphones: Provide wall, ceiling or floor boxes with appropriate cover plates to accommodate microphones. Additional placement specifications include:
  - i. Courtrooms and Hearing Rooms:
    - a. At Judge's Bench: Where there is built-in Judicial bench casework: Provide outlets at inside face of the Judicial Bench casework below judge and clerk's countertop. Where there are moveable furnishings for the Judge's bench: Provide outlets at the in the platform floor below the In-Court Clerk's and Judge's furniture countertops or at the wall immediately adjacent or behind the In-Court Clerk's and Judge's furnishings.
    - b. At Witness: Place outlet at floor below, and wall behind mobile witness stand placement. If the judge's bench is built-in casework, place an outlet on the outside face of the Judge's casework facing the witness stand in lieu of placement on the wall behind.
    - c. Jury Box: Provide outlets at center top or inside face of the jury box rail, unless rail is moveable, and then in floor below rail. Provide additional outlets at each side wall of the jury box.
    - d. Spectator Seating: Provide outlets at center top or inside face of each end of the spectator rail, unless rail is moveable, and then in floor below rail.
    - e. Litigant Tables: Place one outlet in the floor below each litigant table and between the tables for a podium.
    - f. If Ante Room is scheduled: Place one outlet in ceiling.
  - ii. At Grand Jury:
    - a. Place one outlet in the wall adjacent to clerk's desk
    - b. Place one outlet below witness stand, and below litigant table
    - c. Place up to three floor outlets throughout the juror seating area, and two on each wall.
  - iii. At Jury Assembly: Provide outlets on wall near Court Clerk's desk.
- 2) Speakers: Provide junction boxes in the ceiling to accommodate speakers as follows (exact locations within rooms to be determined by the ACS).
  - i. At Courtrooms and Hearing Rooms: There are to be six (6) to eight (8) speaker locations: One (1) behind the judge, one (1) behind the witness, two (2) above the jury seating, and two (2) or four (4) speakers above the public seating area

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as appropriate. Provide three separate junction boxes for jury box, spectator seating and judge/witness.

- ii. At Grand Jury Room: There are to be two (2) to three (3) speaker locations: one (1) behind the witness and one (1) or two (2) above the juror seating.
  - iii. At Public Lobby or Jury Assembly: There are to be two (2) - four (4) speaker locations (depending on size of space), for announcements from the microphone in the Clerk of Court Area or Clerk's desk in Jury Assembly.
- 3) Junction Boxes:
- i. Clerk's Junction Box (CJB): Provide one (1) 18"High x 12"Wide x 4"Deep flush mounted junction box with screw on cover in the following locations:
    - a. At Courtrooms and Hearing Rooms: In accessible location in side modesty wall of casework beneath the In-Court Clerk's work surface. If this is a Magistrate Judge courtroom, locate CJB so that it can be accessed by Magistrate Judge from judge's bench. If no casework, then at wall adjacent to or behind In-Court Clerk's furnishings.
    - b. At Grand Jury Room: At wall behind or adjacent to Clerk's desk
  - ii. Provide one (1) 4"x4" junction box with cover in ceiling above jury seating for future microphone outlet.
- 4) Conduits: **No junction boxes are permitted in the microphone runs without express approval of the ACS.** No more than 270 degrees total bends are allowed in any one conduit run. In addition to other requirements provide conduit at the following locations for audio connections:
- i. Provide ½" conduit from Clerk's Junction Box (CJB) to each of four microphone areas (jury, judge's bench, spectator and podium/litigant tables), and to each speaker junction boxes within the room.
  - ii. Provide ¾" conduit from CJB in each courtroom or hearing room to microphone outlet in corresponding ante room (if applicable), or other room adjoining courtroom.
  - iii. Provide two (2) 1" conduits from each CJB to the Communication Room, and one (1) 2" conduit from CJB into accessible ceiling outside courtroom.
  - iv. Provide ¾" conduit from microphone outlet in Jury Assembly Area to speakers in same area.

E. Duress Alarm System: Duress alarm wiring and equipment will be installed by ACS. Communication outlets, conduit and wiring may be used for duress alarm as noted in Paragraph C above.

F. Video Arraignment/Conferencing System: Provide 1 ¼" conduit from Clerk's Junction Box (CJB) to video equipment. ACS will install video wiring and equipment. Provide all necessary conduits and outlet boxes to install equipment at the locations noted on **Appendix E.**

**13. PLUMBING:**

A. Drinking Water: Water suitable for drinking purposes shall be provided in public areas as well as for staff. Bar sinks with goose necked faucet and drinking water shall be provided as specifically identified in Supplementary Lease Requirements, Appendix F. Typical

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locations include jury deliberation rooms, grand jury rooms, clerk's office and jury assembly rooms in coffee preparation cabinets.

- B. Restrooms: Restrooms shall be provided as specified in Supplementary Requirements for jury rooms and staff areas. Adequate public restrooms shall be provided at Landlord's expense on each floor in compliance with all applicable codes and the State's safety regulations. Provisions shall be made for ADA Compliance in accordance with applicable codes. Each restroom shall have hot and cold running water. All piping for plumbing and heating must be concealed.

**14. HEATING AND COOLING:**

- A. Heating: A central heating system shall be provided to maintain a uniform temperature between 68 degrees F and 75 degrees F in the comfort zone throughout the building and office space, or as required by Federal or State regulations. Heating system for the portion of the property leased by the Court system shall be independently controlled and metered. The comfort zone is defined as the area that is between the floor to a height of eight (8) feet from the floor. Reference paragraph 29, Energy Conservation Requirements for additional requirements
- 1) If the temperature is not maintained within the 68 degrees F - 75 degrees F range for a period of more than two consecutive working days, the Landlord shall, upon receipt of a written notice from the ACS, provide, as appropriate, suitable temporary auxiliary heating or cooling equipment to maintain the temperature in the specified range.
  - 2) If temporary auxiliary equipment is necessary to meet normal weather contingencies for more than Twenty One (21) consecutive working days, the Landlord shall initiate a continuing and diligently applied effort to rectify the deficiency causing the failure and to uniformly maintain the temperature range required.
  - 3) If after Thirty (30) consecutive working days the temporary auxiliary equipment is still necessary to meet normal weather contingencies, the ACS may repair the heating and/or ventilation at Landlord's expense or may terminate the lease. "Working days" for the purposes of this section shall be defined as days normally scheduled by the ACS as open for the conduct of its normal business.
- B. Ventilation: The building must be served by a mechanical system designed in compliance with ASHRAE standards 55-81 and 62-89, which provides a uniform temperature of 68 degrees F and a minimum of 20 Cubic Feet per Minute (CFM) per occupant load (estimated to be 0.20 CFM per square foot of floor space). The design shall provide a control system allowing varying amounts up to 100% of outside air to be used at times when heating is not required. All restrooms must be adequately ventilated. Ventilation may depend on opening windows in areas other than courtrooms, hearing rooms, jury deliberation and grand jury rooms; as long as the open windows are screened and do not unacceptably increase the noise level or security risk, or bring noxious fumes into the building. Ventilation by opening windows is not acceptable during inclement or cold weather.

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- C. Communication Rooms: Provide adequate mechanical ventilation in the communication room as needed to exhaust away the heat from communications equipment, and to provide a uniform temperature of 68 degrees F. The communications rooms will house the server and other equipment for the computer and audio systems, duress system and the phone switch. Cooling system for room must exhaust away the 10,000 BTUs per hour of heat produced by the ACS's typical communications equipment and keep the communication room at the uniform temperature of 68 degrees F. Note that Landlord is responsible for equipment damaged by excessive heat, if cooling systems fail to cool adequately up to the quantity of BTUs specified.
- D. Controls: Controls for the adjustment of heat and/or ventilation in the offices and Jury Assembly, Courtrooms, Hearing Rooms, Grand Jury Rooms, and Jury Deliberation Rooms must be positioned in a convenient and unobtrusive place. Individual temperature controls shall be provided at each jury room, grand jury, jury assembly room, meeting room, courtroom, and hearing room. Courtroom/hearing room controls shall be located outside the courtroom, next to the entrance dedicated for use by the court or at the In-Court Clerk's station. Controls for Clerk's Area may include Clerk of Court office, storage and Customer Service counter areas, and controls for Magistrate Judge, Judge, Administrative Assistant, and Law Clerk Offices may be grouped if the spaces are located together along only one side of a building.
- E. Commissioning, Operations and Testing: Landlord shall perform the following operations and testing of existing and new building systems prior to Lease Commencement Date.
- 1) At unoccupied buildings: Operate the building ventilation system as necessary to flush building of construction product air borne contaminants from new materials.
  - 2) If Landlord proposes to use a building with existing ductwork: Clean supply air ventilation system throughout all spaces to be leased.
  - 3) Balance and adjust the facility's existing and new mechanical systems to obtain a fully functional and properly operating system. An experienced and certified balancing contractor shall be used to perform this work, and shall **provide a copy of the balancing report to ACS upon completion.**

**15. CASEWORK AND FINISH CARPENTRY**: All casework required shall have exposed surfaces finished with hardwood trim, hardwood veneer, solid surface or stone materials, or plastic laminate as applicable. Semi-exposed surfaces must be finished with melamine or better. Provide plastic laminate at countertops, self-edged, or with wood trim. Post-formed rolled edges are not acceptable. Provide 4" High backsplash at wet countertop areas. Provide minimum 3/4" plywood substrate for countertops and casework with suitable structural support. All countertops shall have 2 3/8" grommets above electrical outlets. Wood trim throughout facility shall be hardwood of consistent type and finish. Reference Supplementary Lease Requirement for exact casework locations, quantities, and specific dimensions and additional attributes:

- A. Courtroom and Hearing Room Casework: Built in casework or movable furnishings as determined in Supplementary Lease Requirements shall be provided for the Judge's bench, In-Court Clerk's station, witness stand and jury and spectator seating areas. This casework shall consist of countertops finished with plastic laminate, front and side modesty

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walls finished with wood veneer, hardwood trimmed top caps at modesty walls and railings and stone or solid surface finish at 9"-18" ledge in front of judge's bench and in-court clerk's station. All hardware veneers, trim, solid surface, stone, and plastic laminate finishes shall match and be approved by the ACS. Specific requirements for each areas are as follows:

- 1) Judge's Bench: This area shall be on a platform, a minimum of 12" high. Provide stairs from one side of bench which exits to private door opening as referenced in Supplementary Lease Requirements Section 2.C. Also provide access to courtroom arena. Provide minimum 18" wide pencil drawer – may be prefabricated type. Countertops shall be 30" above platform and 30" deep in front and 12" to 18" deep on sides. Minimize depth of countertop at side adjacent to in-court clerk. Modesty panel at front of bench should extend approximately 4" to 6" above countertop at front wall and a portion of the side walls – see Appendix B.1. A ledge approximately 9"-18" deep and 40" above floor level should extend around the front face of the judge's bench and continue on to the In-Court Clerk's bench. Ledge should be finished with solid surfacing or stone material. Provide ballistic shielding from floor to underside of countertop at front and outside return modesty wall of bench. Ballistic shielding shall be of sufficient thickness to stop a 44-magnum handgun, but not less than 7/16" thick.
- 2) In-Court Clerk's Station: This area shall be at floor level. Provide access to this area from both the courtroom arena and the private door opening noted above. Provide fully articulating keyboard tray with mouse tray at the front countertop, and a minimum 18" wide pencil drawer at a one end of the countertop. Pencil drawer may be prefabricated type. Countertops shall be 30" deep in front and 18" to 24" deep on sides if side countertops are provided. At side adjacent to Judge's Bench, minimize or delete countertop, allowing documents to be passed between the seated Judge and Clerk within arm's reach. This will require eliminating modesty panel above Judges countertop at this location. Modesty panel at front and outside return countertops should extend approximately 9" to 12" above countertop. Provide tackable surface at inside face of modesty panel above countertop. Provide a minimum of a 4' wide storage shelf, with adjustable shelving and concealing doors at front or side wall of in-court clerk's bench. Position In-Clerk's Station so that seated Clerk has vision line to Witness Stand. Provide ballistic shielding identical to that described above for Judge's Bench. Minimum length of workstation countertop (clearance between judge's side wall and exterior side countertop) is 6'-10".

When required in Supplemental Lease Requirements, extend in-court clerk's station to accommodate a second seated in-court, including a second pencil drawer, recessed monitor bracket and a cut-out in countertop with glass cover. The ACS will provide keyboard tray for second in-court clerk. Minimum length of workstation countertop (clearance between sidewalls and/or side countertops) with two in-court clerks is 10'-0"

- 3) Witness Stand: This unit shall be separate and moveable, with minimum dimensions of 60" wide x 30" deep. Provide an 18" Deep x 30" High countertop with a full modesty front and sides extending 3" to 4" above countertop. Witness stand shall have glides for moving on floor level and shall be ADA compliant. Provide Witness Stand Platform to accommodate the witness stand and seating, approximately 5'-6" wide by 6'-6" deep. Platform to be finished with wood trim and carpet, and to be movable with concealed casters. If there are floor outlets at witness stand location, provide grommets through

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platform for cables. Reference **Appendix B.3 Typical Witness Stand on Mobile Platform** for typical construction.

- 4) Spectator and Jury Seating: Railing wall, permanently affixed to floor structure, shall be provided in Courtrooms and Hearing Rooms in front of spectator seating and in Courtrooms in front of jury seating area. If seating areas are lacking end walls, then railing wall shall be provided on open ends. Railing walls shall be approximately 30" to 36" high, with wood veneer both sides, and have one (1) 3' wide opening to arena every 6'-12'. Additionally, jury rail front wall shall have (1) 42" wide opening for wheelchair access.
- B. Public and Staff Restroom Countertops: Minimum 3' long x 24" deep ADA compliant countertops are required at sink areas in Public and Staff Restrooms.
- C. Coffee Preparation Casework: Minimum 4' long at Clerk's Office, 7' long at Jury Deliberation Room, 9' long at Grand Jury Room, with built-in base cabinet with counter top. Provide at a minimum, one (1) 3-drawer base cabinet and one (1) adjustable shelf base cabinet with doors. Provide sink cabinet where sink is specified. Provide space for under counter refrigerator (provided by ACS) at jury room. Provide overhead cabinets at Grand Jury room. Countertop height to be 34" for ADA compliance at public areas, and 40" high at other areas. Reference Appendix E for Electrical Requirements at the coffee counters.
- D. Coat Shelf: Minimum 3' long by 12" deep shelf with rod for coat storage.
- E. Customer Service Counter: Minimum 5' long x 3' wide x 42" high counter top at opening in dividing wall with Lobby. Provide cash drawer with lock. A separate 5' long x 2' lower ADA Compliant/Self Help counter (See **Appendix C**) must be provided in Customer Service area at public side of 42" high countertop. Provide ballistic shielding from floor to underside of customer service countertop for full length of countertop, as well as on top of customer service counter. Ballistic shielding shall be of sufficient thickness to stop a 44-magnum handgun, but not less than 7/16" thick. Provide locking, sliding glass doors to secure counter.

**16. FURNISHINGS, FIXTURES AND EQUIPMENT:**

- A. Window Coverings: All windows shall be equipped with horizontal blinds, or other opaque material approved by the ACS, and shall be installed and ready for use with all necessary hardware. Window coverings shall be clean, good quality, with appearance matching the decor of the space, and shall adequately reduce incoming heat and light to a comfortable level.
- B. Toilet Accessories: Provide ADA compliant toilet accessories at all restrooms. At minimum, each restroom shall be provided one mirror and one soap dispenser per sink, one paper towel dispenser/disposal, and one toilet paper dispenser at each toilet. Public restrooms shall also include baby changing stations, and at each toilet, one seat cover dispenser, and one sanitary napkin disposal (women's restrooms only). Staff restrooms and jury room shall also include stainless steel coat hooks, a minimum of 2 at restrooms, and 12 at jury room. Provide soap dispenser and paper towel dispenser/disposal unit at coffee counters.

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- C. Toilet Partitions: Provide toilet partitions at multiple toilet fixture rooms, and at urinals. Partition doors shall have coat hooks. Provide ADA compliant toilet partition/stall as required by code.
- D. Spectator Seating: Provide theater seating or bench seating with back and seats fabric upholstered or finished hardwood (whichever is easier for Landlord to maintain). Seating must be secured to floor as recommended by manufacturer. All seating fabrics and finishes must be approved by ACS.
- E. Furnishings not attached to the wall or floor (not including movable witness stand) shall be provided by ACS

**17. FLOOR COVERINGS**: All floors shall be covered with materials of high quality and of long life and shall be free of defects. Floor coverings shall be installed in a skillful manner common to the trade. New floor covering shall be provided at all areas of an existing building proposed for this Contract. The ACS reserves the right to select a color from samples submitted by the Landlord.

A. Carpet Minimum Requirements: Shall be high quality loop pile with stain resistance and the following Requirements:

- 1) Flame Spread: Carpeting shall achieve a flame spread rating of less than 75 (NFPA Class 1) when tested in accordance with ASTM - E 84B.
- 2) Static control requirement: (AATC – 134) <3.0 KV
- 3) Face Yarn and Minimum Weight: 100% Nylon, 26 oz. per square yard
- 4) Pattern: Multi-Level and Multi-Color (similar to InterfaceFlor, Cubic)

B. Other Flooring: Floors shall be carpeted, except as follows:

- 1) Arctic Entries and Screening Station area: Must be durable, easily maintainable, and of sufficient texture and fiber to remove dirt, snow and water from shoes and prevents any slipping hazard. Lobby floor may be finished with same material at Arctic Entries, with ACS's approval.
- 2) Restrooms: Self-coved flooring shall be provided with a material that can be easily cleaned and maintained in a sanitary condition.
- 3) Storage Room and Communication Room: Provide sheet vinyl or vinyl tile with rubber base. Concrete can be used in Communication Room.
- 4) Holding Cell: Provide vinyl composite tile or concrete with epoxy paint.

**18. SOUND CONTROL/ACOUSTICAL REQUIREMENTS**:

A. Partitions and door assemblies around the Courtroom, Hearing room, Grand Jury, Sound Locks, Jury Deliberation Room, Magistrate Judge and Judges offices, Clerk of Court and ACA offices shall have a laboratory Sound Transmission Class (STC) rating of not less than 45 (Reference **Appendix B.5-Sound Isolation Wall**). Sound walls around these areas must penetrate suspended ceiling and extend from floor to underside of structure above with sound caulking at top and bottom. All offices and similar type space shall be equipped with a suspended acoustical ceiling capable of providing noise rate absorption of at least 60%. Acoustical control must be sufficient to permit conferences; waiting room



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noise and/or office work to progress simultaneously without distraction. Sound transmission between Jury Deliberation Room and any other area must be negligible. Normal speaking voices must not penetrate the Jury Suite perimeter.

- B. Sound Absorption Wall Panels: Provide wall mounted acoustical panels in courtrooms and hearing rooms surrounding spectator and jury seating areas (Reference **Appendix B-Typical Courtroom Layout**). Acoustical paneling to provide 60% wall coverage in these areas – paneling must extend from just above seat back height to the ceiling surrounding spectator and jury seating areas. Layout and finish of acoustical panels must be approved by ACS.

**19. EXTERIOR/INTERIOR SIGNS:**

- A. Building Signage: Landlord shall provide exterior and interior signs as necessary to identify, direct and guide the public and staff to all permanent rooms and spaces and to components of the building required to be ADA Compliant. Sign must be provided where required by fire code or building code. Signs must be ADA compliant, mechanically mounted, and of durable construction. Text must be permanently bonded to background, and contain at the minimum the room number or name. The ACS shall approve the color, size and character of signs. In addition to the above requirements, Landlord shall provide the following:
- 1) At Courtrooms and Hearing Rooms: Signs shall include a tackable surface or surface with a sturdy, commercial clip large enough for posting 8-1/2" wide x 11" long schedules.
  - 2) At Jury Deliberation Room, Grand Jury Room, and other Conference Rooms (if required): Signs shall include an "Occupied/Unoccupied" slider bar.
  - 3) At Offices: Signs shall include a tackable surface large enough for posting of 4" wide x 6" long message notes.
  - 4) At Restrooms: Signs shall include symbols which indicate they are ADA compliant if applicable, and indicate gender or unisex restroom.
  - 5) At staff exits from courtrooms, hearing rooms, grand jury rooms, jury assembly rooms, customer service counter and other areas occupied by the public: Provide a text only sign with "Staff Only".
  - 6) Provide mechanically attached architectural metal lettering above the entry to obviously identify for the public the following spaces: Clerk's Office, each Courtroom, and Jury Assembly. Lettering to be a minimum of 6" high.
- B. Building Directory: Landlord shall provide a building directory at the main public entrance, if main entrance is accessible by multiple tenants. If ACS facilities are not on the ground floor and the floor is multi-tenanted, Landlord must also provide directional signage on the floor to where the ACS premises are located. Directories shall include a title for "Alaska Court System" and have ACS days and hours of operation along with room name, number, and directional arrows if necessary, to guide the public to all areas directly accessed by the public. The ACS shall approve layout and type of directory.
- C. Exterior Building Signage: Provide permanent mechanically attached exterior sign at public entrance to building. Sign shall be cast metal lettering and shall read "ALASKA COURT

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SYSTEM” and be 14” high or larger as required to be highly visible to vehicle and pedestrian traffic. Below the 14” text, in smaller lettering, provide the name of building, if applicable, and the street address.

- D. Parking Signage: Landlord shall provide permanent signs indicating which spaces are reserved for ACS employee parking, and, if a multiple tenant building, which spaces are for Court System public parking.
- E. Evacuation/Fire Egress Plans: Landlord shall provide permanent floor plan signs which clearly identify location of sign in the building, primary and secondary paths of egress from that location, location of fire alarm pulls stations, fire extinguishers, fire hose, and other safety equipment, and all exits. Floor plans shall be provided at all corridors, “blind ends”, entrances, courtrooms, hearing rooms, jury assembly rooms, grand jury room, public lobbies, and other high occupancy areas. Signs may be paper floor plans covered with Plexiglas, but must be permanently mounted to walls.
- 20. PAINTING**: All surfaces, which normally would be painted, shall be finished with a minimum of two (2) coats of interior latex paint on walls, unless otherwise specified, and suitable semi-gloss enamel on primed woodwork and metal. All painted surfaces of an existing building proposed for this contract shall be newly re-finished with one (1) coat of paint, or more, as necessary to provide a clean consistent finish acceptable to the ACS. The ACS shall select colors for newly painted surfaces. Landlord shall provide color chips that are complimentary with the general decor of the office.

- A. Restrooms shall have semi-gloss for all painted surfaces.
- B. Holding cells shall have epoxy paint on all painted surfaces.

**21. DOORS, HARDWARE, AND KEYING**:

- A. Fire rated openings to have rated door, frame and hardware as required by code.
- B. Finishes: Match existing building finishes for hardware and wood door finish.
- C. Doors & Frames:
- 1) Interior doors to all areas shall be solid core wood, except maintenance/mechanical and janitorial areas, and holding cells, which shall be steel. Frames shall be welded hollow metal, unless otherwise specified.
  - 2) At Sound Walls: All door assemblies within sound walls shall be minimum 2-¼” thick solid core, weighing not less than 8.5 pounds per square foot, and shall be certified to the required STC rating.
  - 3) Exterior doors shall be steel thermal type.
  - 4) Provide 4”wide x 24”high door relite at Courtroom sound lock doors, Judicial Assistant, Law Clerk, Jury Assembly, holding cells, attorney conference rooms, and library.
- D. Hardware:

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- 1) All doors shall be equipped with all necessary hardware and be ADA compliant. Hardware style and finish shall be approved by the ACS.
  - 2) Locksets and Security: Key systems, locks, doors and keys are to be provided to assure maximum security. All doors with the exception of interior vestibule doors and public restrooms shall have heavy duty commercial mortise type hardware, of one manufacturer and design, unless matching existing hardware. Acceptable manufacturers and design are Corbin Russwin ML2000 series, Sargent 8100, Best 35H, Rhodes Heavy Duty, Schlage L series or equivalent, with threaded cylinder enclosure with interchangeable key core, 7-pin tumbler. Locksets shall be cast lever handle with escutcheon, compliant with ADA requirements, 2 ¾" backset, ¾" latch throw typical except 1" dead bolt throw, with boxed strike having extended curved lip to fit jamb. Hardware shall be UL listed for fire-rated doors. Interior vestibule doors and public restroom doors shall have push pull hardware.
  - 3) At sound walls: An automated threshold closure system (drop seal and threshold) and adjustable sound seal at door frame are required. Sound seals must be adjusted for continuous contact with the door, and the threshold closure must completely seal at the bottom.
  - 4) Closers must be provided at jury and public restrooms, and all sound wall areas, except Magistrate Judge and Judge's offices.
  - 5) Wide angle viewer must be provided at staff entry doors into courtroom, hearing room, grand jury room, jury entrance to courtroom, and holding cell vestibule (if required).
  - 6) At Secured Storage (if required) and openings to all public spaces: Must have a Deadbolt lock. Deadbolts must disengage by pressing panic hardware at all assembly spaces.
  - 7) Holding Cell: Provide security type of hardware.
  - 8) All doors must have wall or overhead doorstops as appropriate for the application. Provide floor stops only where overhead or wall doorstops cannot be used.
- E. Keying: Main Building Entry and Secured Storage shall all be keyed separately from all other interior Court System door locks which shall be master keyed. Provide initial keys required by ACS staff at no charge. Tenant may add card reader system – provided and installed by Court System contractors.

**22. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** Landlord must certify that the design and construction of the offered space and any subsequent alterations of the offered space shall meet the specifications of the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG, 28 CFR part 35) as published in the Federal Register on September 15, 2010 on the date of occupancy and throughout the entire occupancy of the ACS.

- A. The Americans with Disabilities Act of 1990 (42 U.S.C. 12131) defines the State of Alaska as a "public entity" subject to Title II of the ADA. The Landlord must provide ADA compliant space as it applies to a public entity. In providing space that meets the Title II requirements, the Landlord does not have and will not attain the right to direct how, when or where program services are delivered. The Landlord must provide ADA compliant space that would be required as if the offered space were in a newly constructed, State-owned, facility from which all program services are directly delivered to the public.

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- B. **Prior to occupancy by the ACS, the Landlord must furnish an ADA Facility Audit Report from an architect registered to practice in the State of Alaska.** The report must be prepared after the completion of any new construction or any alteration of the existing space undertaken, to respond to the Invitation to Bid. The ADA Facility Audit Report must indicate that the offered space complies with all the requirements of ADAAG and this Invitation to Bid.
- C. **ACS's inspection and acceptance** of the Landlord's space and alterations does not relieve the Landlord of responsibility for continuing ADA compliance. The Landlord further agrees to pay the cost of any corrections, which may be needed during the period of ACS's occupancy for purposes of correcting deficiencies to meet the above prescribed ADA compliance.
- D. **In the event the Landlord fails to correct deficiencies** within a period of thirty (30) days from receipt of written notification, the ACS will have the right to terminate the lease; or, the ACS will have the option of correcting deficiencies by hiring competent workers, with the Landlord bearing the cost of all labor and materials. The ACS will have the right to deduct all of the costs incurred, including administrative costs, from the lease payment. The Landlord further agrees that deficiency corrections performed by the ACS will not be construed to constitute a breach of this lease.
23. **ELEVATORS:** If space is provided on floor not on street level, an elevator must be available. All elevators shall be ADA compliant and have a minimum depth of 5½' and a removable false ceiling to allow the movement and transfer of ACS furnishings. There must be a separate, private, secure elevator for prisoner transportation.
24. **WINDOWS:** At a minimum, public lobby, all offices, clerical areas, Jury Assembly and Jury Deliberation Rooms must have at least one (1) window measuring 16sf (4'x4' is the preferred minimum size). Above spaces which are larger than 150SF shall have at least (2) windows. Courtrooms, Hearing and Grand Jury Rooms should not have windows. All windows shall have installed new adjustable horizontal blinds, ready for use with all hardware.
25. **INDOOR AIR QUALITY:** The ACS is concerned about indoor air quality (IAQ) and chemical emissions. The Landlord shall control selection of materials and process used in project construction in order to attain acceptable IAQ. Where feasible, products with low VOC content shall be used in construction.
26. **SPECIALTY CODE COMPLIANCE:** The building shall also conform to the thermal and lighting energy standards established by ASHREA 90-75 and to OSHA codes.
27. **PARKING:** The Public and Staff Parking requirements are defined in the Supplementary Lease Requirements.
28. **FLAGPOLE:** Landlord shall provide One (1) exterior flagpole at a location approved by the ACS. This pole shall include lighting for illumination of flags at night and shall be capable of displaying 5' wide x 8' long U.S. and State flags (to be provided by ACS). If two (2) poles are

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needed to support these two (2) flags, Landlord shall provide the extra pole. These poles should provide the means to conveniently raise and lower the flags, with controls that are lockable. The responsibility of raising and lowering the flags shall rest with ACS. If the Landlord elects to assume the responsibility of raising and lowering the flags at the beginning and ending of every day, then the lighting requirements may be deleted.

- 29. ENERGY CONSERVATION REQUIREMENTS:** The leased premises must comply fully with the Alaska Building Energy Efficiency Standard (BEES), effective April, 2007 and the 2006 International Energy Conservation Code with state or local adopted amendments as appropriate. ***Copies of the International Energy Conservation Code 2006 can be purchased via bookstores on the Web. Copies of BEES are available at [www.ahfc.state.ak.us/ric.cfm](http://www.ahfc.state.ak.us/ric.cfm)***

Electric heating is not permitted unless engineering calculations demonstrate that it is cost effective in comparison to other fuel sources.

# ALASKA COURT SYSTEM (ACS) SUPPLEMENTARY LEASE REQUIREMENTS

## LEASE CONTRACT

Procurement per ACS Procurement Guidelines

### 1. SPACE SIZE AND REQUIREMENTS:

**A. Space Sizes:** Bidder shall provide a lease offer based upon net usable square feet (NUSF), specifically described below. NOTE: The square footage numbers and internal circulation factor listed below are approximate. Internal circulation factor, for purposes of this contract, is defined as the secured corridor area for staff circulation and prisoner transport, and controlled solely by the Alaska Court System. The factor below indicates the maximum amount of internal circulation square footage that may be included in the rental cost. **Any area shown with a “0” square footage indicates that that area is not to be provided in this lease offer.**

#	AREA	SF	Minimum Dimension
1)	Attorney Conference Room –(sound isolated) includes .....	65	7'
2)	Communications & Equipment Room .....	60	10'
3)	Superior Courtroom (sound isolated) including: .....	1000	
	i. Sound lock (sound isolated).....	50	
	ii. Secured Storage.....	40	
	iii. Ante Room (sound isolated) .....	included above	
4)	Clerk’s Area including: .....	440	12'
	i. Customer Service Counter.....	included above	
	ii. Staff .....	included above	
	iii. File & Supply Storage .....	included above	
5)	Clerk of Court Office (sound isolated) .....	120	
6)	Grand Jury Room (sound isolated) .....	0	
	i. Sound lock (sound isolated).....	0	
	ii. ADA Compliant Restroom.....	0	6'
	iii. Restroom .....	0	
7)	District Courtroom (sound isolated).....	1000	
	i. Sound lock (sound isolated).....	50	
	ii. Secured Storage.....	40	
8)	Holding Cell and Secure Vestibule – <b>2 each</b> (sound isolated) .....	100	
9)	Jury Assembly <b>not required if building assembly space is available)</b> .....		12'
10)	Jury Deliberation Room – <b>2 each</b> (sound isolated) including: .....	420	11'
	i. Sound lock (sound isolated).....	0	
	ii. ADA Compliant Restroom.....	0	6'
	iii. Restroom .....	0	
11)	Judge’s Office (sound isolated) including: .....	280	11'
	i. Private Restroom .....	30	
12)	Judicial Assistant .....	180	
13)	Law Clerk.....	150	
14)	Area Court Administrator Office (sound isolated) .....	0	
15)	Rural Court Training Assistant Office .....	0	
16)	Law Library .....	150	
17)	Visiting Judge’s Office (sound isolated) .....	180	
18)	Magistrate Judge’s Office (sound isolated) .....	150	11'
	i. Restroom .....	0	
19)	Meeting Room .....	0	
20)	<u>Staff Restroom with Shower</u> .....	<u>45</u>	
	Subtotal .....	5070	
	Internal Circulation, maximum 7.5% of Subtotal .....	380	

**ALASKA COURT SYSTEM (ACS)**  
**SUPPLEMENTARY LEASE REQUIREMENTS**

*LEASE CONTRACT*

Procurement per ACS Procurement Guidelines

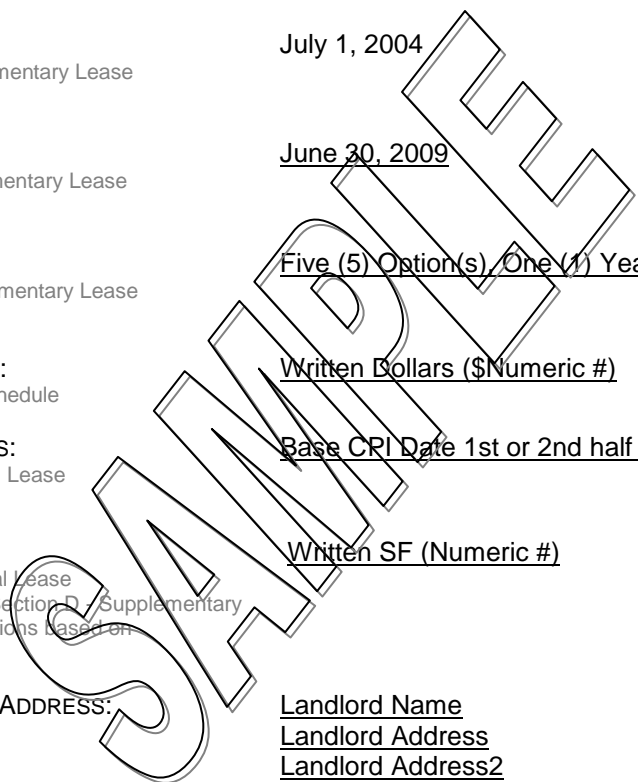
TOTAL Maximum Net Usable Square Feet ..... 5450

- B. Other Public Areas Required: These areas must be provided as common areas to the building, at no additional rent to ACS and will not be part of the ACS NUSF under this Lease:
- 1) ADA Compliant Public Restrooms with at least the quantity of toilet fixtures required by code for the occupancy of the building. The restrooms for the public shall be available in the building and directly accessible from the Lobby Area.
  - 2) Lobby area with an arctic entry. Lobby area must be large enough to accommodate scanner and walk-thru screening equipment and screening staff on an infrequent basis.
  - 3) Janitor closet
  - 4) Mechanical, electrical and other rooms necessary to accommodate building systems.
- C. Proposed floor plans shall incorporate the Areas in such a manner as to allow for public and private access to the areas, in conformance with Space Configurations below and using example for adjacencies in **Appendix A – Courthouse Schematic Floor Plan**.
- D. All sections contained in this document are provided solely for information and illustrative purposes to assist the bidder's architect in preparing their design to meet the specifications of the Invitation to Bid.
2. Parking: Reserved off-street parking for 10 staff vehicles shall be located on the same lot as the building in which the premises are located, on a lot adjacent to the building, or across the street from the building to be part of bid. Reserved off-street parking for 1 prisoner transport vehicle shall be located adjacent to the Prisoner Entry into each courtroom, unless there are central holding cell facilities – then, only one (1) parking space is required. This parking will be signed as reserved parking for Staff and Troopers only and, if in an outside area, will require electrical plug-ins. Public parking is needed for 60 customers and jurors. If the facility provided is not located in an area with street parking or other public parking totaling at least 60 spaces within 300' of the building entrance, then, safe off-street parking for that quantity must be provided by the Bidder.
2. Casework: Reference **Appendix F – Casework Requirements** for specific casework locations, quantities, dimensions, and other attributes to be included in this lease offer. Reference General Lease Requirements for a general description of the minimum requirements for casework and finish carpentry.
- a. Provide for two in-court clerks in courtroom at clerk's workstation.

# **ALASKA COURT SYSTEM (ACS) LEASE CONTRACT**

**Landlord Name** (Landlord) and the **Alaska Court System** (Tenant) agree to enter into this lease on the **Day** of **Month**, **20Year** under the terms and conditions set out below:

1. **PROPERTY ADDRESS:** Physical Address, Aniak, Alaska  
As described on Section F - Building Questionnaire
2. **LEASED PREMISES:** Suite or Floor, etc.  
As Shown on Section H – As-Built (or proposed) Floor Plans
3. **LEGAL DESCRIPTION OF PROPERTY:** Lot, Block, Subdivision  
As described on Section F - Building Questionnaire
4. **TERM:** Five (5) Year(s)  
As defined by Section B - Supplementary Lease Conditions
5. **COMMENCEMENT DATE:** July 1, 2004  
As defined by Section B - Supplementary Lease Conditions
6. **EXPIRATION DATE:** June 30, 2009  
As defined by Section B - Supplementary Lease Conditions
7. **RENEWAL OPTION(S):** Five (5) Option(s), One (1) Year(s) each  
As defined by Section B – Supplementary Lease Conditions
8. **BASE MONTHLY LEASE RATE:** Written Dollars (\$Numeric #)  
Is stipulated on Landlord's Bid Schedule
9. **CPI BASE FOR ADJUSTMENTS:** Base CPI Date 1st or 2nd half of 2004  
As defined by Section A - General Lease Conditions
10. **NET USABLE SQUARE FEET:** Written SF (Numeric #)  
As defined by Section C – General Lease Requirements and described by Section D, Supplementary Lease Requirements with calculations based on Section H (As-built Floor Plan)
11. **LANDLORD NAME & MAILING ADDRESS:** Landlord Name  
Landlord Address  
Landlord Address2
12. **LANDLORD OTHER PERTINENT INFORMATION:** Taxpayer ID #: \_\_\_\_\_ Bus. Lic. # \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_
13. **TENANT NAME & MAILING ADDRESS:** Alaska Court System  
820 W. 4<sup>th</sup> Ave.  
Anchorage, AK 99501  
Attn: Facilities Dept.





## **ALASKA COURT SYSTEM (ACS) LEASE CONTRACT**

14. SECTIONS: The following Sections which were a part of the original Invitation to Bid and the LANDLORD's responsive Bid to that Invitation to Bid are incorporated with the above terms and conditions to constitute the entire master lease. Additionally, these sections will govern over the terms listed in this document.

- A. General Lease Conditions
- B. Supplementary Lease Conditions
- C. General Lease Requirements
- D. Supplementary Lease Requirements
- E. Lease Contract Sample
- F. Building Questionnaire
- G. Appendices: Diagrammatic Floor Plan with Square Footage Requirements
- H. Final "As-Built" or proposed Floor Plan
- I. Site Plan
- J. Exterior view Photographs of Proposed Building
- K. Alaska Business License
- L. Construction Schedule (if applicable)

15. ALASKA LITTLE DAVIS-BACON PROVISIONS.

If Lessor contemplates any construction or remodeling of the Leased Premises, the construction or remodeling is subject to the Alaska Little Davis-Bacon Act, AS 36.05.010 - 36.05.120. The Alaska Court System will notify the Alaska Department of Labor, Labor Standards and Safety Division, of this Lease in accordance with AS 36.05.035. The Landlord must then comply with the requirements noted within the Department of Labor pamphlet attached. The rate of wages shall be adjusted to the wage rate under the Alaska Little Davis-Bacon Act. A contract for space to be constructed or altered for this procurement will contain the following provisions, required under AS 36.05.070(c):

- (1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
- (2) The contractor shall submit one copy of the certified payrolls to the Alaska Court System weekly.
- (3) wages may not be less than those stated in the Department of Labor pamphlet, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
- (4) 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;
- (5) the Alaska Court System 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
  - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work, and
  - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors

Before commencing construction of leasehold improvements on the premises, the lessor shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development, with a copy to the Alaska Court System Facilities Manager. The notice of work must list the leasehold improvement work to be performed by each contractor who will perform any portion of the leasehold improvement work and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. There is no fee for a contract under which the total amount payable by the contracting agency is less than \$25,000. In this subsection, "contractor" means an employer who is using employees to perform leasehold improvement work on the premises.

**Landlord:** LANDLORD'S NAME

**Tenant:** ALASKA COURT SYSTEM

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: LESA HALL

TITLE: \_\_\_\_\_

TITLE: FACILITIES MANAGER

### **Section E**

# ALASKA COURT SYSTEM (ACS) LEASE CONTRACT

**ACKNOWLEDGEMENT BY LANDLORD: NAME OF LANDLORD**

ONE OF THE FOLLOWING MUST BE COMPLETED AND NOTORIZED!

**1) For an individual acting in the individual's own right:**

State of \_\_\_\_\_  
\_\_\_\_\_ Judicial District (or County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_  
by \_\_\_\_\_ (name of person who acknowledged).

Signature of Person Taking Acknowledgment \_\_\_\_\_  
Title or Rank \_\_\_\_\_  
Serial Number, if any \_\_\_\_\_

**(2) For a corporation:**

State of \_\_\_\_\_  
\_\_\_\_\_ Judicial District (or County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_  
by \_\_\_\_\_ (name of officer or agent, title of officer or  
agent) of \_\_\_\_\_ (name of corporation acknowledging) a  
\_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation.

Signature of Person Taking Acknowledgment \_\_\_\_\_  
Title or Rank \_\_\_\_\_  
Serial Number, if any \_\_\_\_\_

**(3) For a partnership:**

State of \_\_\_\_\_  
\_\_\_\_\_ Judicial District (or County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_  
by \_\_\_\_\_ (name of acknowledging partner or agent),  
partner (or agent) on behalf of \_\_\_\_\_ (name of partnership), a partnership.

Signature of Person Taking Acknowledgment \_\_\_\_\_  
Title or Rank \_\_\_\_\_  
Serial Number, if any \_\_\_\_\_

**(4) For an individual acting as principal by an attorney in fact:**

State of \_\_\_\_\_  
\_\_\_\_\_ Judicial District (or County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_  
by \_\_\_\_\_ (name of attorney in fact) as attorney in fact on  
behalf of \_\_\_\_\_ (name of principal).

Signature of Person Taking Acknowledgment \_\_\_\_\_  
Title or Rank \_\_\_\_\_  
Serial Number, if any \_\_\_\_\_

**(5) By a public officer, trustee, or personal representative:**

## Section E

## **ALASKA COURT SYSTEM (ACS) LEASE CONTRACT**

State of Alaska  
Third Judicial District

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_  
by \_\_\_\_\_ (Name and Title of Position).

Signature of Person Taking Acknowledgment \_\_\_\_\_  
Title or Rank \_\_\_\_\_  
Serial Number, if any \_\_\_\_\_

### **ACKNOWLEDGEMENT BY TENANT: ALASKA COURT SYSTEM, STATE OF ALASKA**

State of Alaska  
Third Judicial District

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_  
by \_\_\_\_\_ (Name, and Title of Position).

Signature of Person Taking Acknowledgment \_\_\_\_\_  
Title or Rank \_\_\_\_\_  
Serial Number, if any \_\_\_\_\_

**ALASKA COURT SYSTEM (ACS)**  
**BUILDING QUESTIONNAIRE**  
*LEASE CONTRACT*

Procurement per ACS Procurement Guidelines

The ACS will use the information provided in this questionnaire to determine whether the premises offered by a bidder meet the minimum project criteria. If the premises offered are not acceptable to the ACS and do not meet the minimum criteria in the project criteria, as set forth in the General Lease Requirements and Supplementary Lease Requirements, the ACS will not consider the bid to be eligible for award.

1. Address and Location of building/facility:

---

---

2. Recordable legal description: (include lot, block, town site, and plat and/or U.S. survey number, recording district)

---

---

3. Type of construction:

---

---

4. Single or multi-story; \_\_\_\_\_ Number of floors: \_\_\_\_\_

5. Maximum Permissible Live Floor Load: Except when a floor is constructed of poured concrete set in earth, provide the maximum permissible live floor load per square foot on each floor. In cases where the floor load factor is not uniform, explain the deviation in sufficient detail to permit the occupants to safely distribute the floor load. A floor plan may be submitted with the bid, which sets forth this information.

<u>Floor Number</u>	<u>Maximum Permissible Live Floor Load</u>	<u>Floor No.</u>	<u>Maximum Permissible Live Floor Load</u>
1	_____ lbs/sq. ft.	4	_____ lbs/sq. ft.
2	_____ lbs/sq. ft.	5	_____ lbs/sq. ft.
3	_____ lbs/sq. ft.	6	_____ lbs/sq. ft.

6. Type of wall construction inside:

---

7. Type of wall construction outside:

---

**SECTION F**

**ALASKA COURT SYSTEM (ACS)**  
**BUILDING QUESTIONNAIRE**  
*LEASE CONTRACT*

Procurement per ACS Procurement Guidelines

8. Unit or Suite Number within building where space is located, and this must be shown on building floor layout/plans of proposed space attached as Section H: \_\_\_\_\_
9. Type of flooring and where at time of submittal:  
Carpet \_\_\_\_\_ Tile/Vinyl \_\_\_\_\_  
Other (explain) \_\_\_\_\_
10. Total Net usable square footage:  
1<sup>st</sup> floor: \_\_\_\_\_ 2<sup>nd</sup> floor: \_\_\_\_\_ 3<sup>rd</sup> floor: \_\_\_\_\_ Total Bldg: \_\_\_\_\_
11. Total Net usable square footage available for lease in building at date of submittal:  
1<sup>st</sup> floor: \_\_\_\_\_ 2<sup>nd</sup> floor: \_\_\_\_\_ 3<sup>rd</sup> floor: \_\_\_\_\_ Total Bldg: \_\_\_\_\_
12. Type of heating system available in building at date of submittal:  
\_\_\_\_\_
13. Type of ventilation system available in building at date of submittal:  
\_\_\_\_\_
14. If the space offered is above ground level, does the building have an elevator at date of submittal:  
YES \_\_\_\_\_ NO \_\_\_\_\_
15. If other tenants are to occupy the building, list names and types of businesses they will conduct: \_\_\_\_\_  
\_\_\_\_\_
16. Is multi-tenant, joint-use conference room available?  
YES \_\_\_\_\_ NO \_\_\_\_\_
17. Are all building requirements, including the accessibility requirements, as set forth in this bid, in place and functional at date of submittal:  
YES \_\_\_\_\_ NO \_\_\_\_\_
- If "NO", indicate exceptions, which shall be corrected prior to occupancy:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (Use additional sheets if necessary)

**ALASKA COURT SYSTEM (ACS)**  
**BUILDING QUESTIONNAIRE**  
*LEASE CONTRACT*

Procurement per ACS Procurement Guidelines

18. Parking

- A. Number of exclusive use parking spaces offered in this bid: \_\_\_\_\_
- B. Distance from building to exclusive use parking spaces: \_\_\_\_\_ Feet
- C. Number of parking spaces required by local code, if applicable: \_\_\_\_\_
  
- D. Reserved parking spaces are:  
\_\_\_\_\_ on street \_\_\_\_\_ off street  
\_\_\_\_\_ on site \_\_\_\_\_ off site
  
- E. Other available parking:
  - 1. Normal availability of other parking spaces: \_\_\_\_\_
  - 2. Other available parking is: \_\_\_\_\_ public \_\_\_\_\_ private
  - 3. Distance from building to other available parking: \_\_\_\_\_ Feet

19. Bidder \_\_\_\_\_ (*is*) \_\_\_\_\_ (*is not*) in arrears on Alaska State Taxes.

20. Bidder \_\_\_\_\_ (*does/will*) \_\_\_\_\_ (*does/will not*) carry liability insurance.

21. Bidder \_\_\_\_\_ (*does/will*) \_\_\_\_\_ (*does/will not*) carry Workers' Compensation Insurance.

22. Is property encumbered by a mortgage, lien or any other financial obligation?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please attach a copy of the document for the State's review.

Is the space that is being offered by the bidder:

- a. \_\_\_\_\_ **Owned** by the bidder? or
- b. \_\_\_\_\_ **Leased** by the bidder from the building owner?

23. Is Building Sprinklered?  
YES \_\_\_\_\_ NO \_\_\_\_\_

24. Is Direct Access Road Paved?  
YES \_\_\_\_\_ NO \_\_\_\_\_

25. Who maintains the Access Road? \_\_\_\_\_

**SECTION F**

# ALASKA COURT SYSTEM - Typical Layout

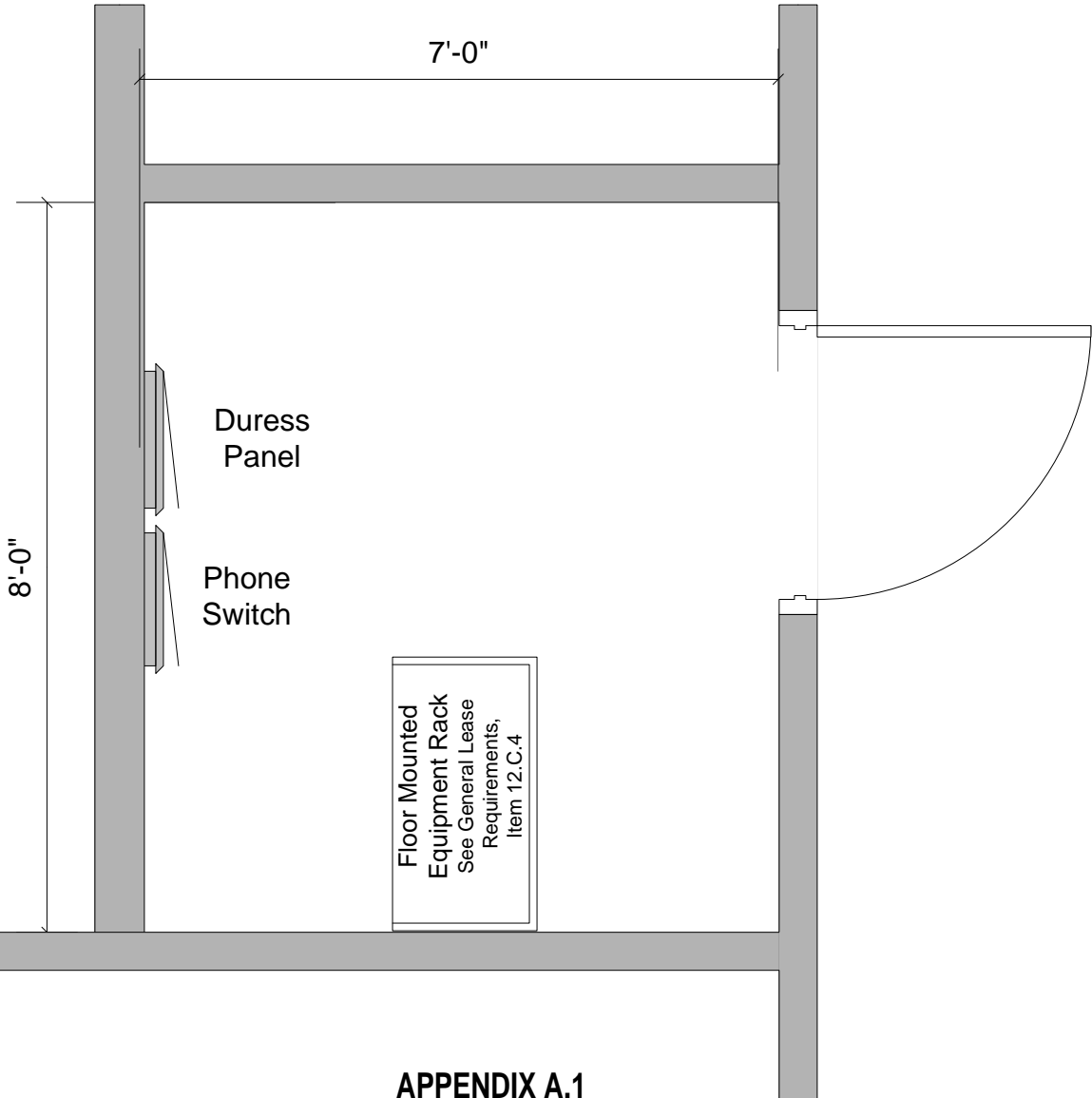
## TOTAL MAXIMUM NET SQUARE FOOTAGE

JURY ROOM INC. SOUNDLOCK, TOILET & ADA TOILET SUPERIOR COURT COURTROOM	420 X 2 = 840SF
SECURE STORAGE	40 X 2 = 80SF
PUBLIC SOUNDLOCK	50 X 2 = 100SF
PRISONER HOLDING	50 X 2 = 100SF
PRISONER DELIVERY	50 X 2 = 100SF
JUDICIAL ASSISTANT	180SF
LAW CLERK	150SF
VISITING JUDGE	180SF
MAGISTRATE OFFICE	180SF
JUDGE'S CHAMBERS	280SF
JUDGES TOILET	30SF
STAFF TOILET W/SHOWER	45SF
CLERK'S OFFICE	440SF
CLERK OF COURT OFFICE	120SF
COMM ROOM	60SF
ATTY CONFERENCE/ANTE RM	65SF
LAW LIBRARY	150SF
<hr/>	
	5,070SF
INTERNAL CIRCULATION: MAX 7.5%	380SF
TOTAL LEASE AMOUNT	5,450SF



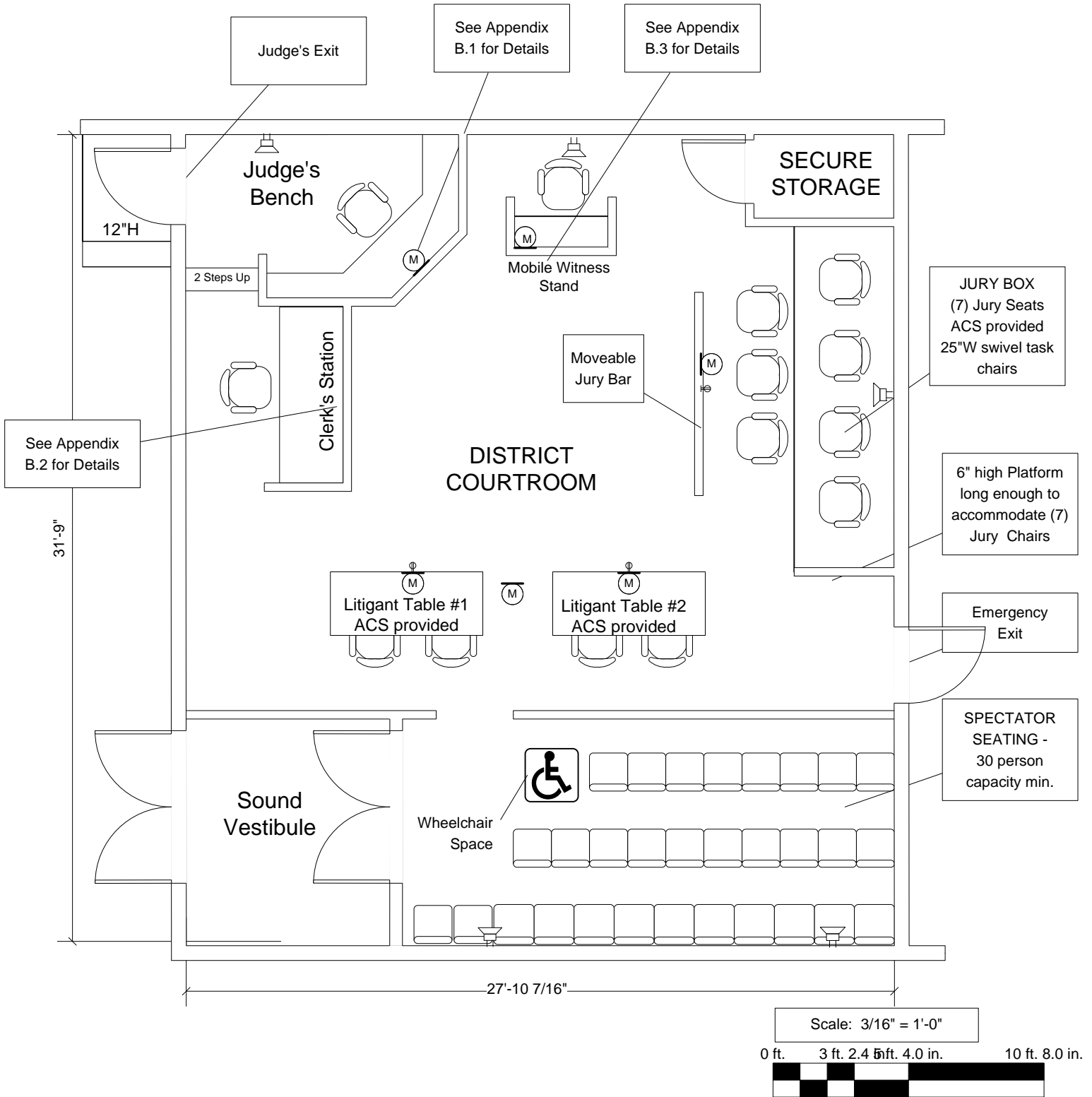
# ALASKA COURT SYSTEM

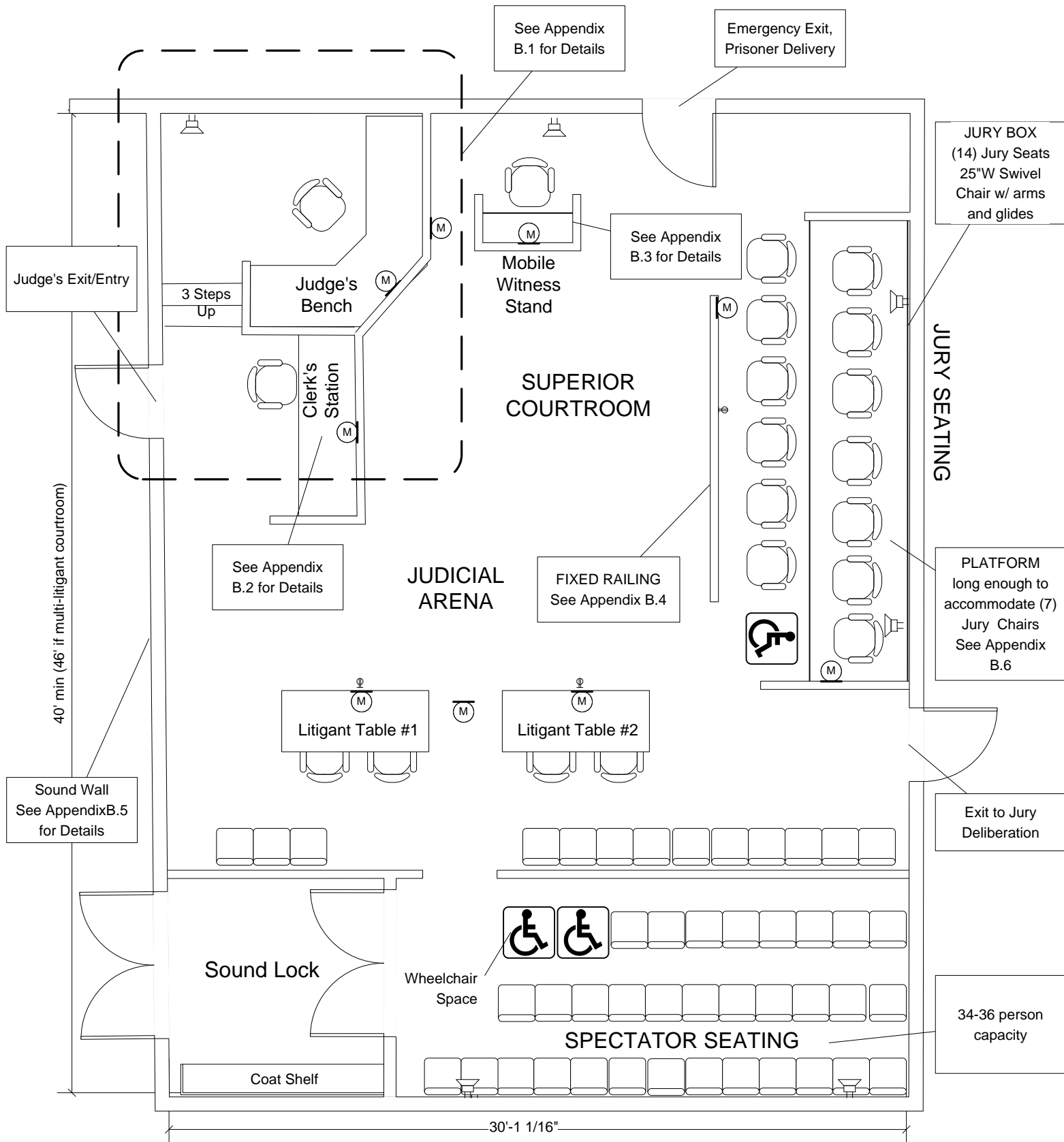
## Communications Closet



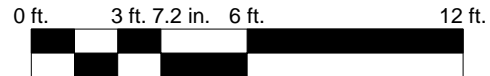


# ALASKA COURT SYSTEM District Courtroom



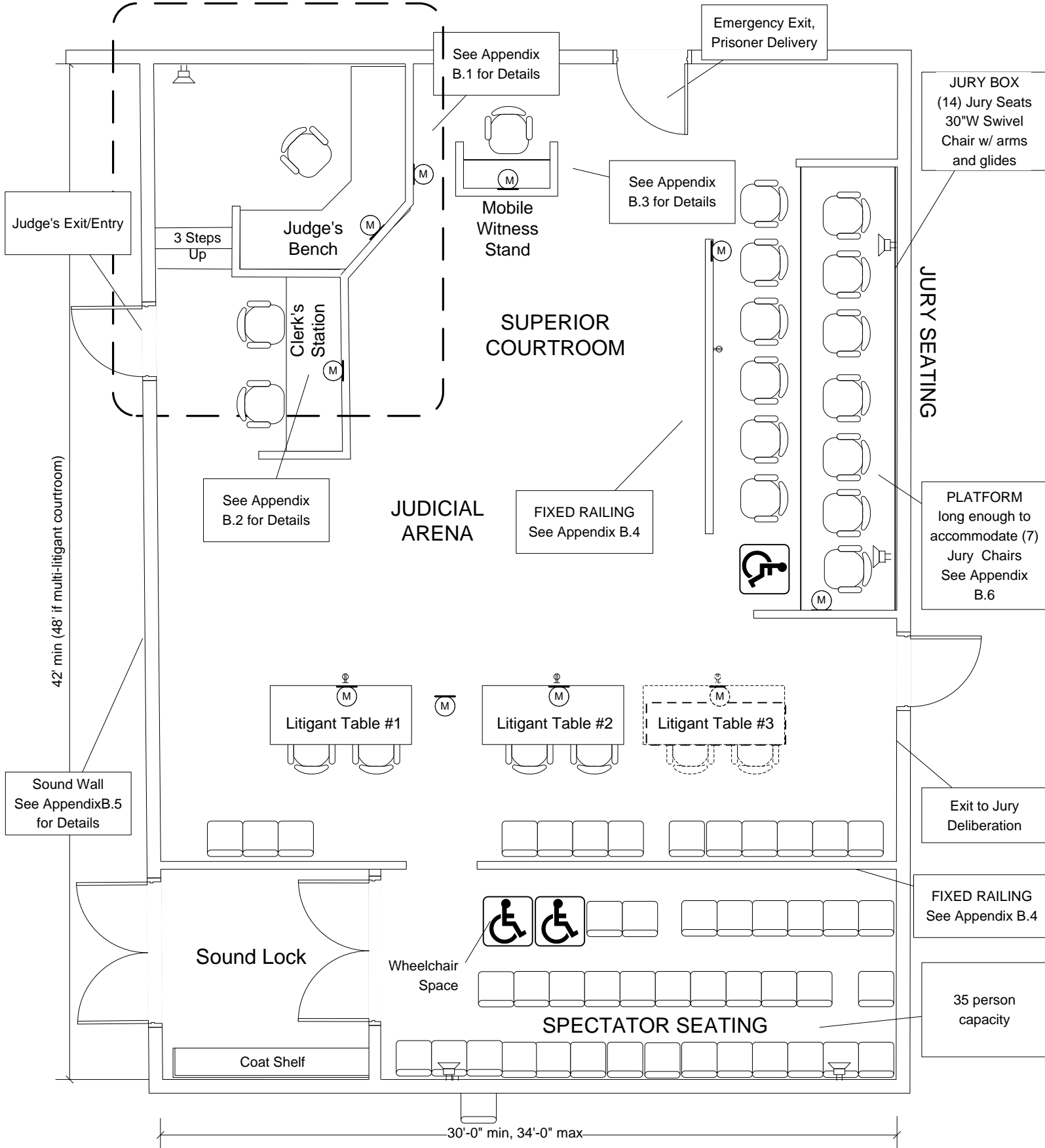


# TYPICAL COURTROOM LAYOUT - SUPERIOR (SMALL)



Scale: 3/16" = 1'-0"  
DATE  
7/12/2000

# ALASKA COURT SYSTEM Superior Courtroom, Typical Layout

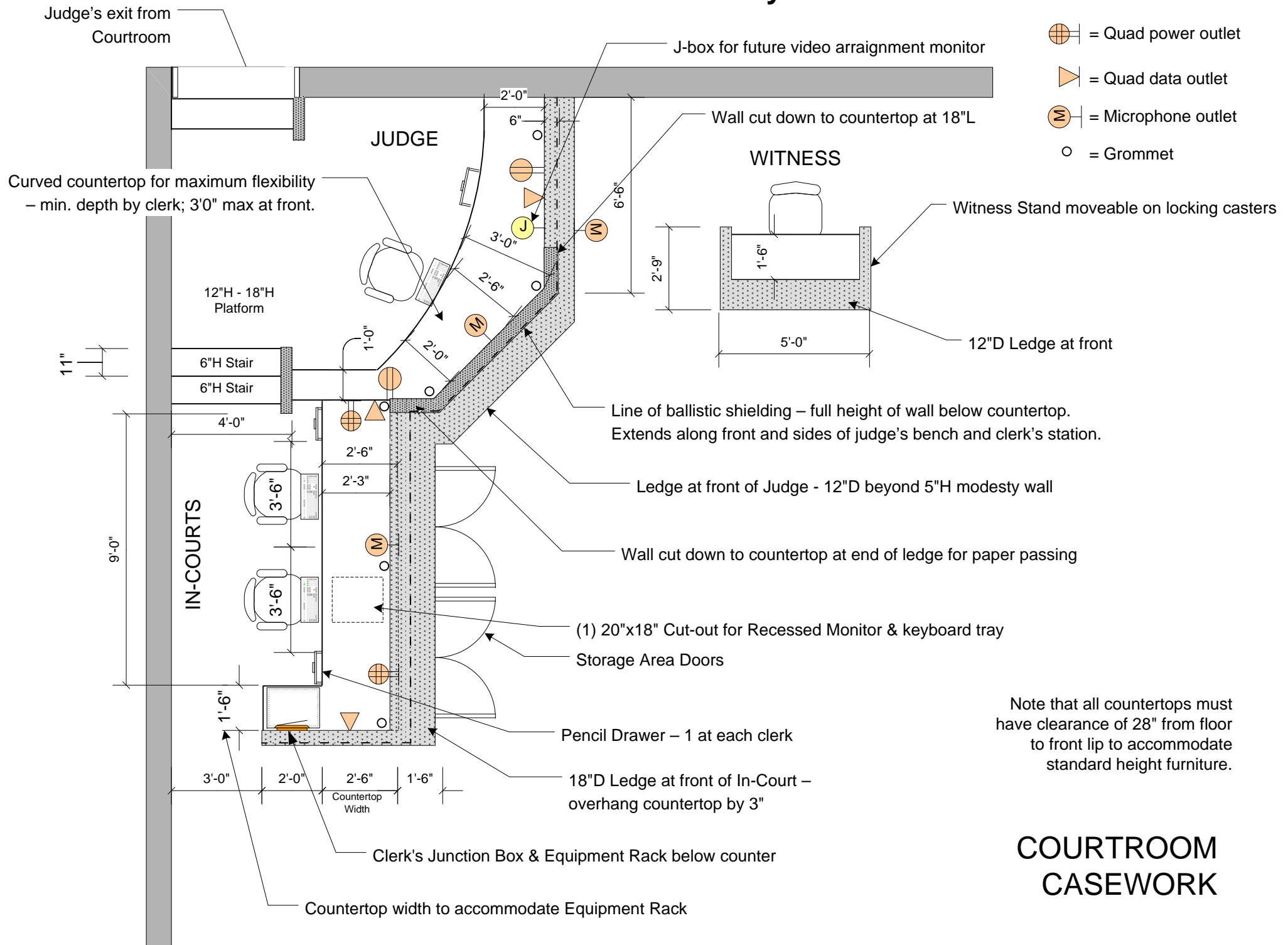


Scale: 3/16" = 1'-0"

Date: 2/25/2008

## APPENDIX B

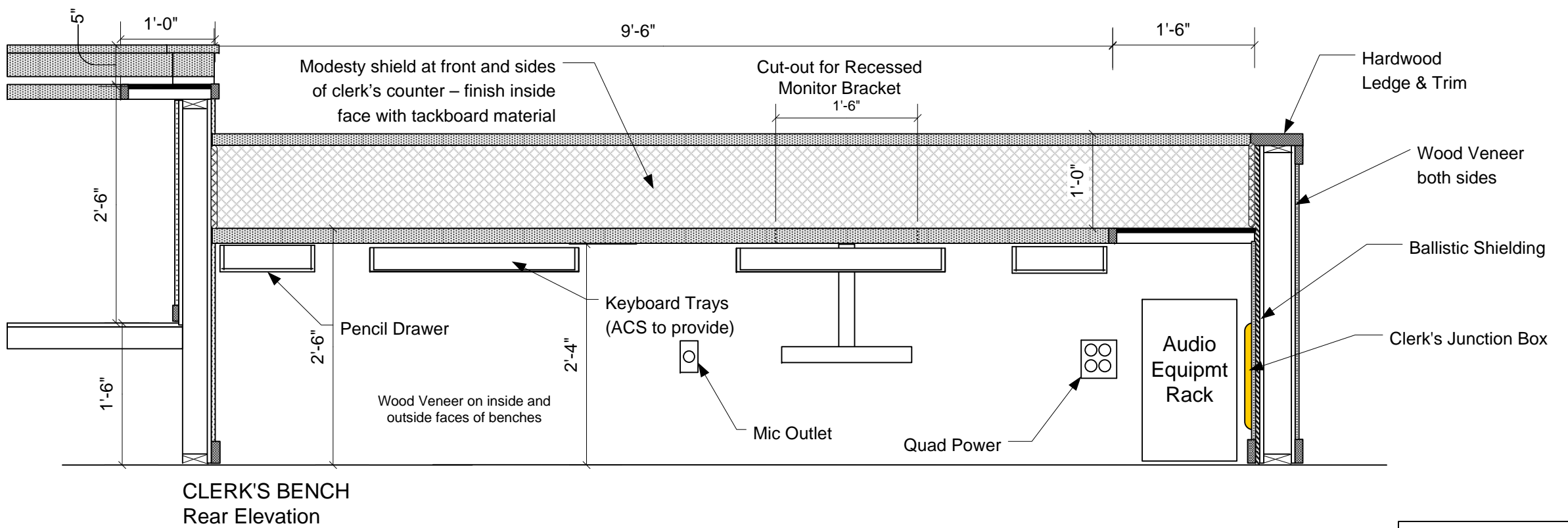
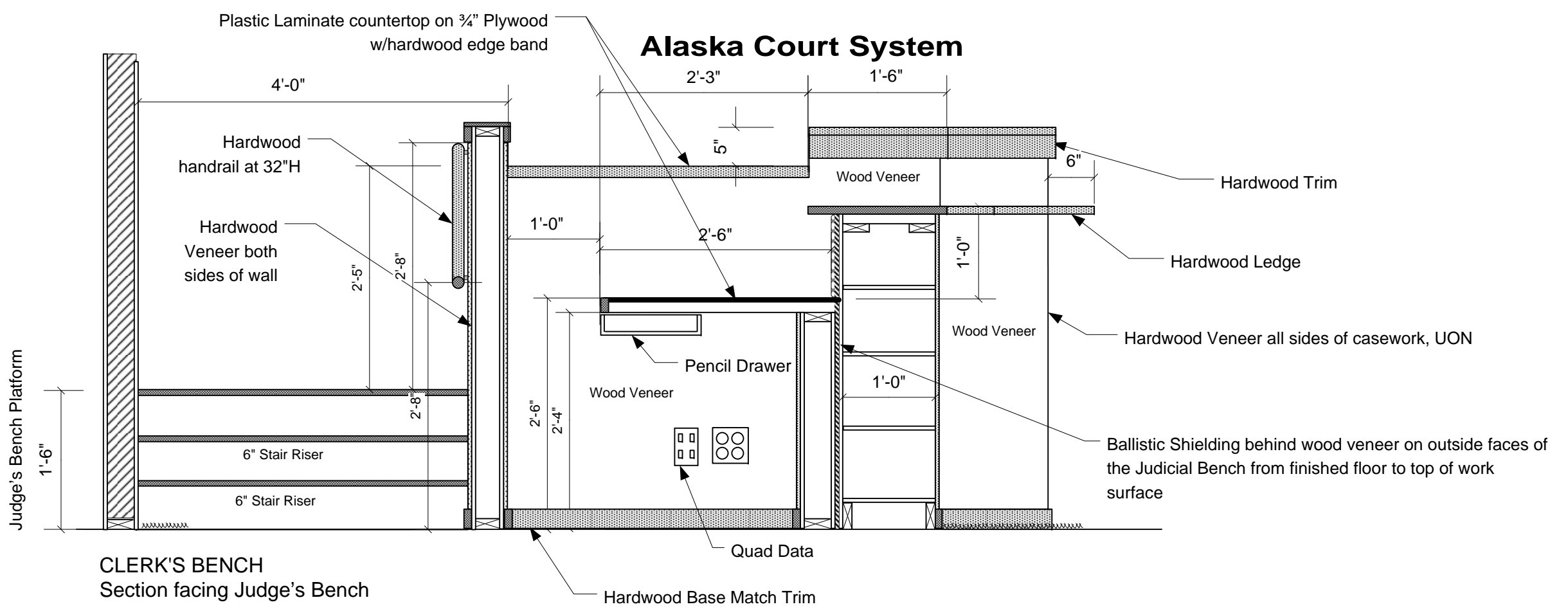
# Alaska Court System



Note that all countertops must have clearance of 28" from floor to front lip to accommodate standard height furniture.

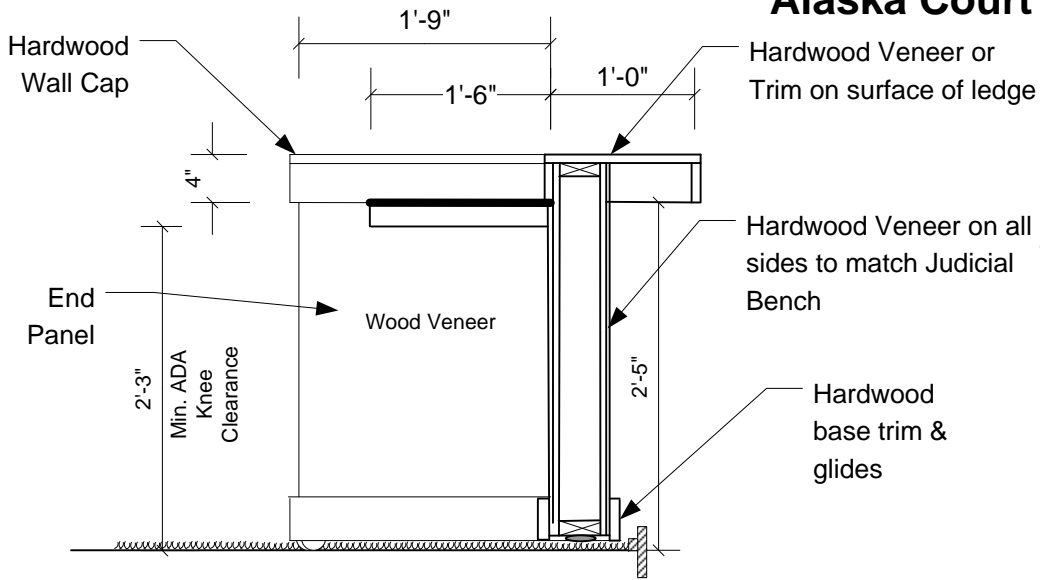
## COURTROOM CASEWORK

# Alaska Court System

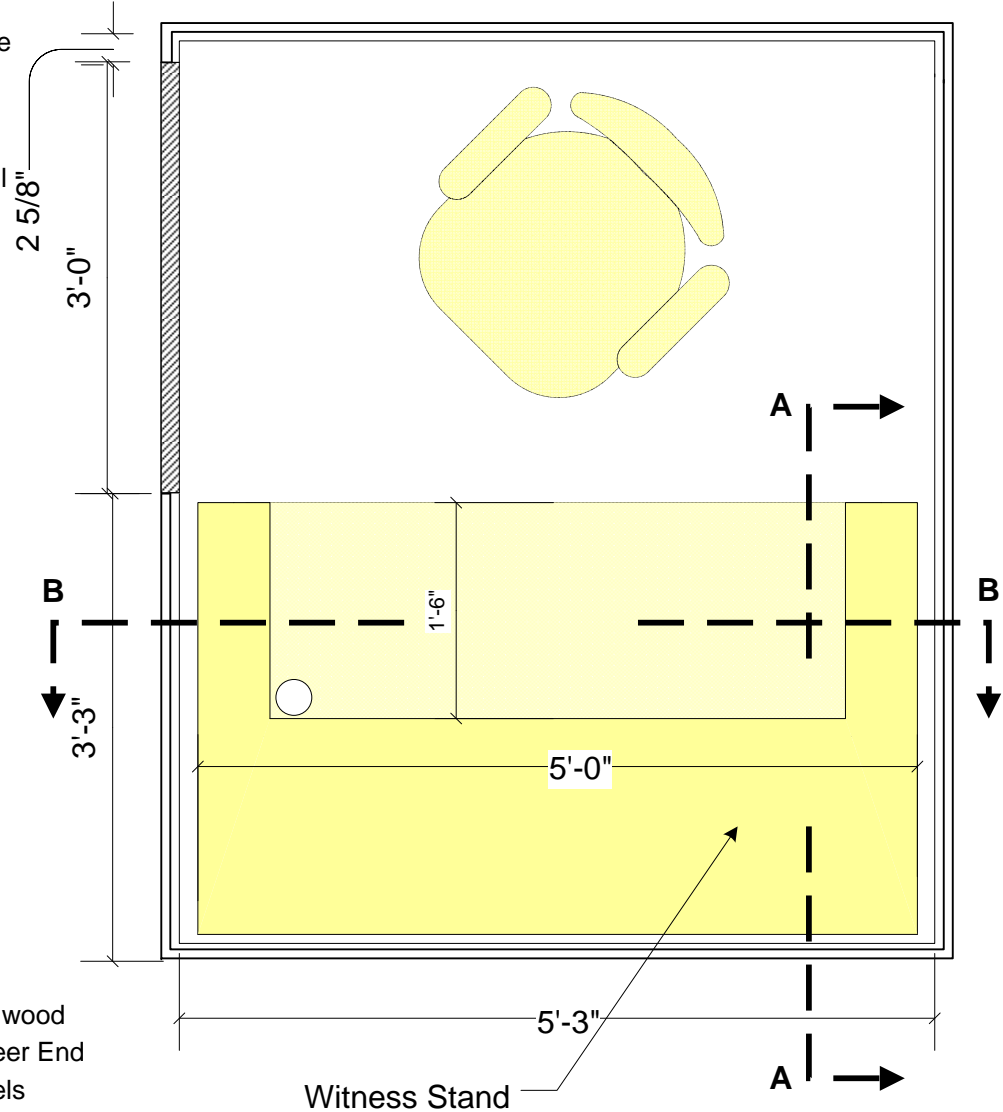


DATE  
February 11, 2009

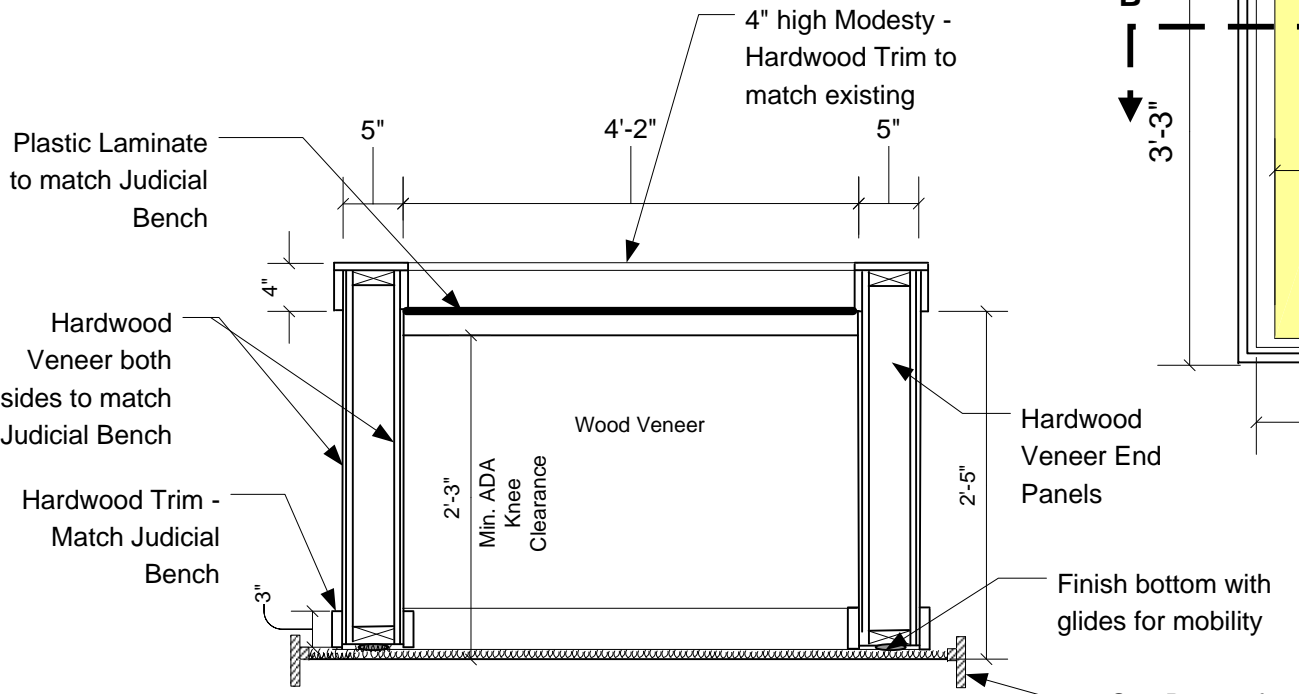
# Alaska Court System



**SECTION A - WITNESS STAND**



**TYPICAL WITNESS STAND ON MOBILE PLATFORM**

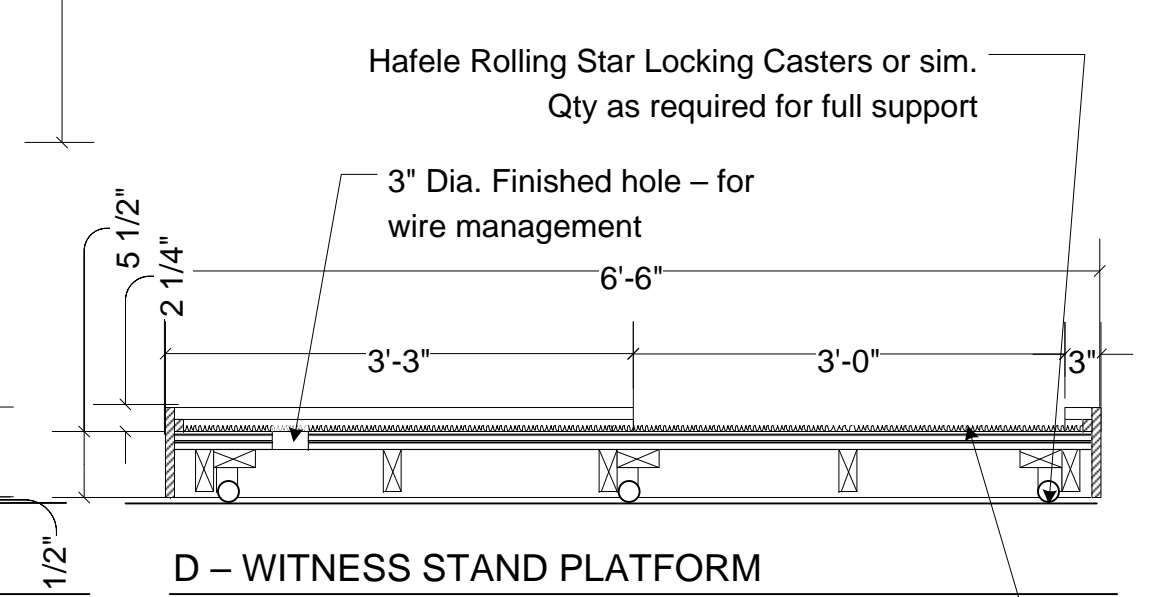
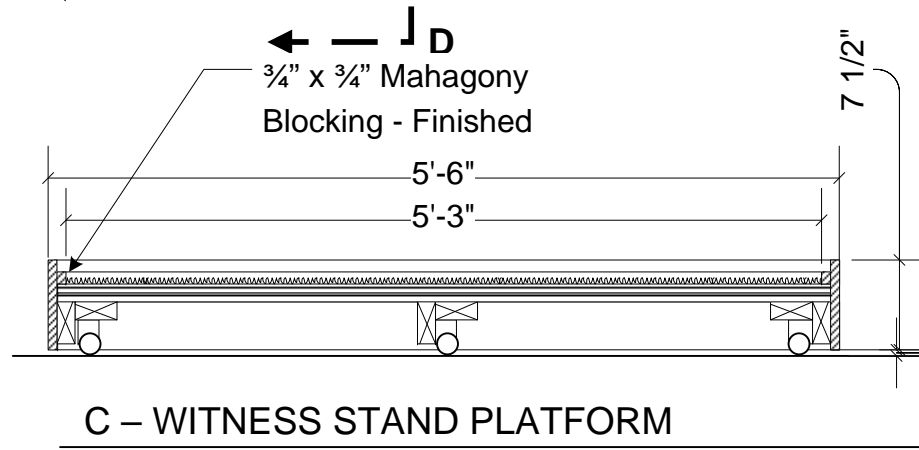
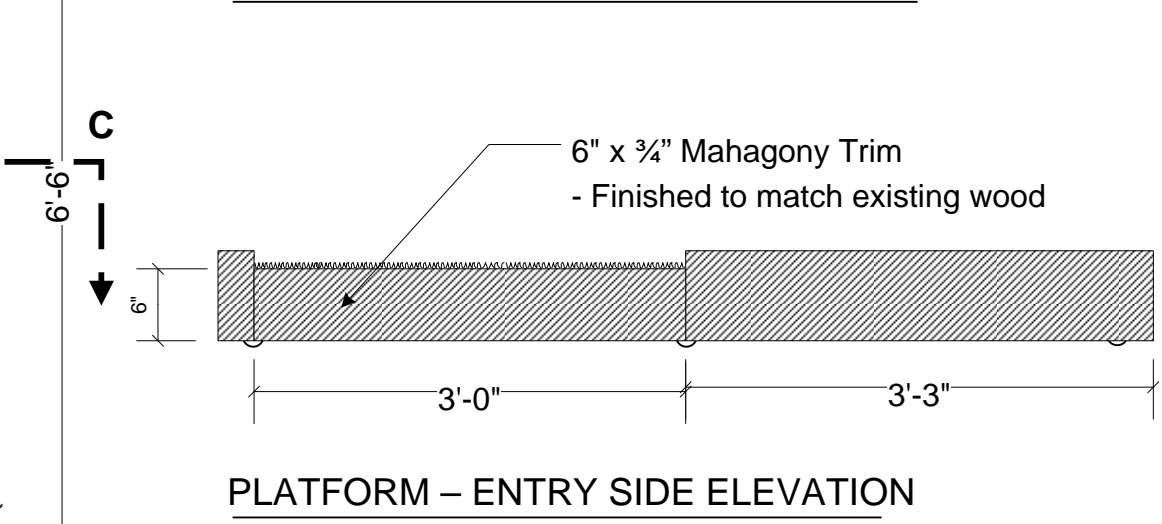
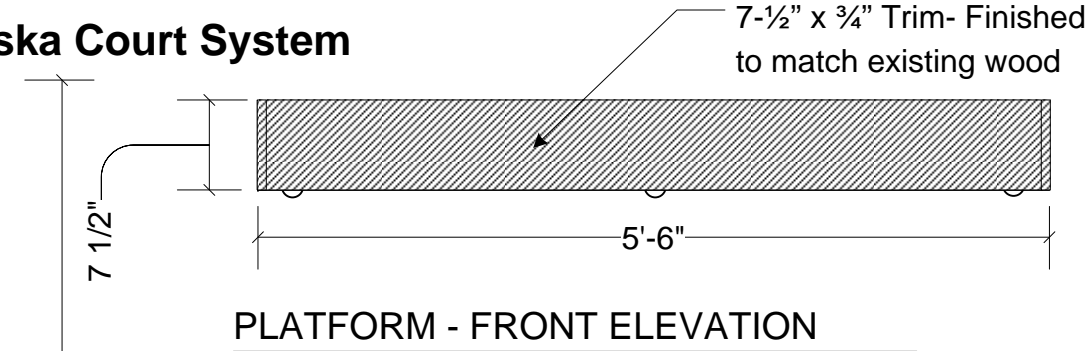
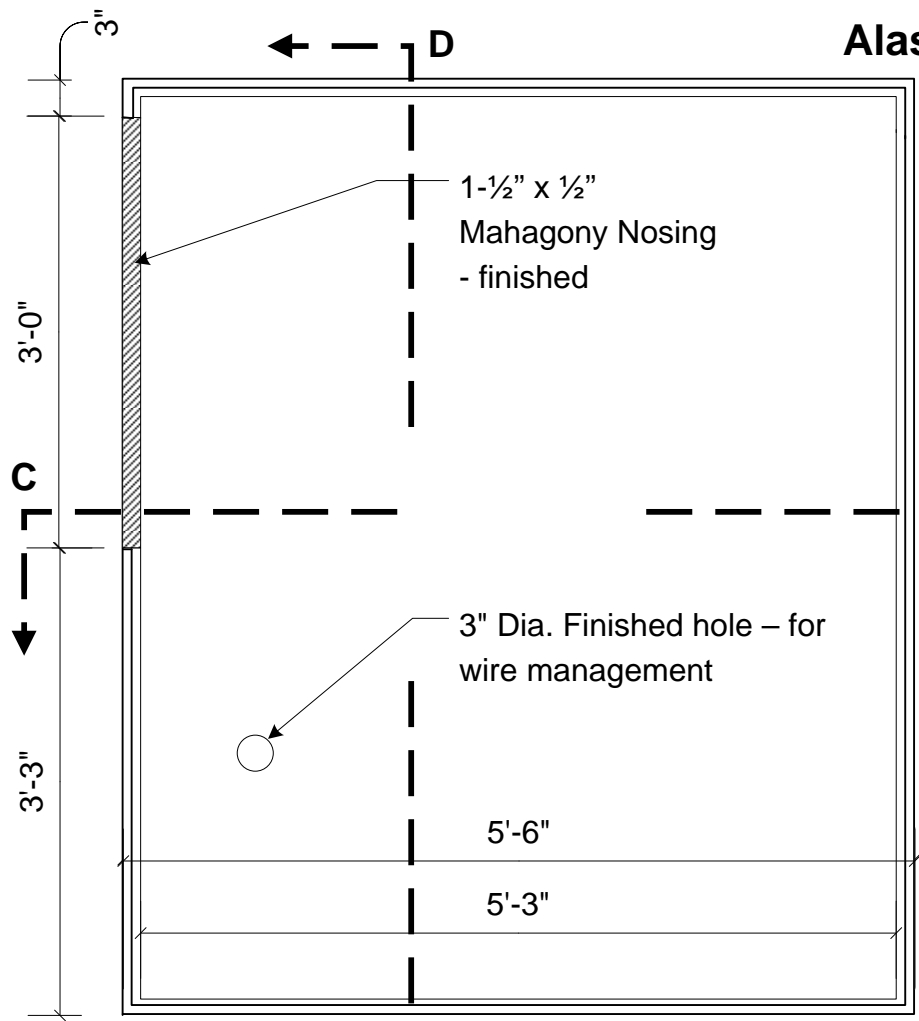


**SECTION B - WITNESS STAND**

See Page 2 for Platform Details

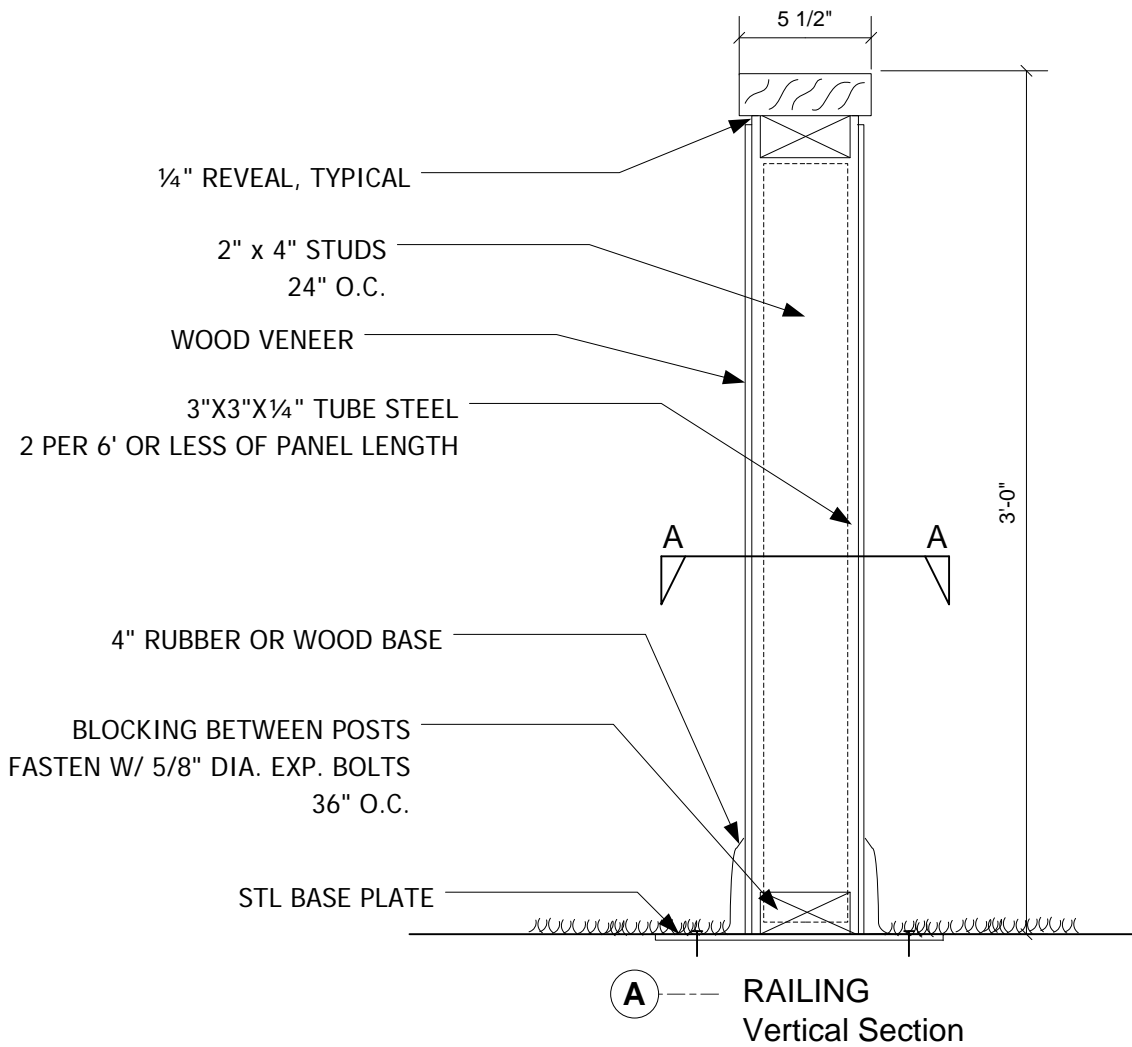
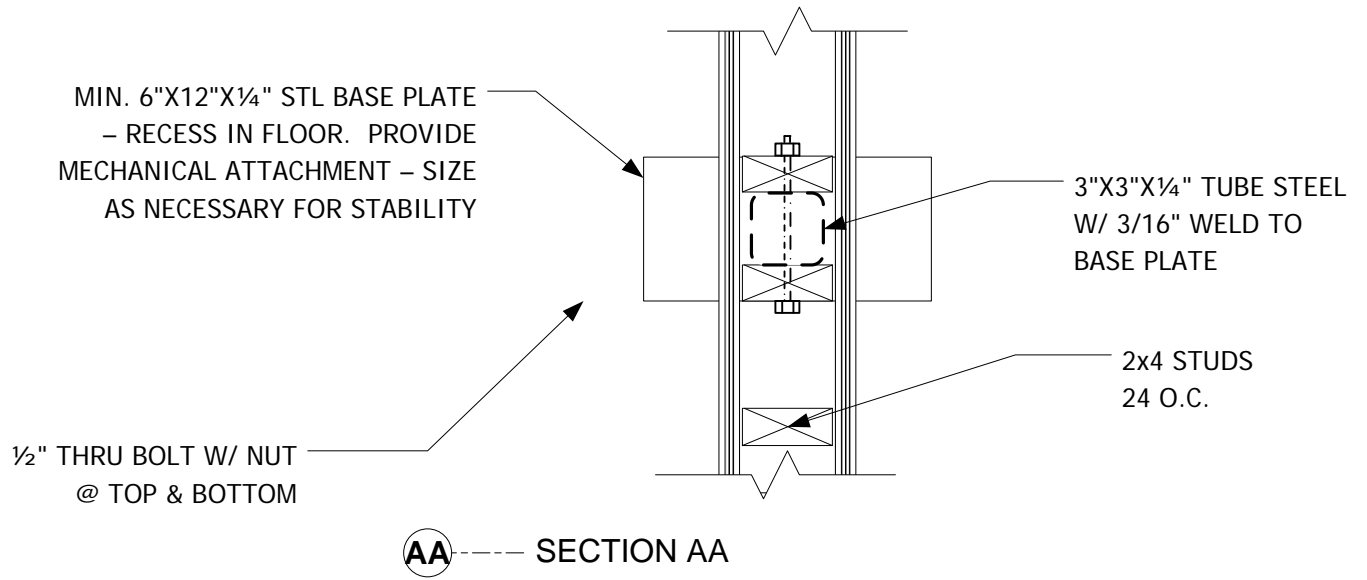
DATE January 20, 2011
--------------------------

# Alaska Court System



Carpet on (2) layers 3/4" Plywood

# Alaska Court System (ACS)



## FIXED COURTROOM RAILING

### APPENDIX B.4

Scale: 1 1/2" = 1'-0"

DATE

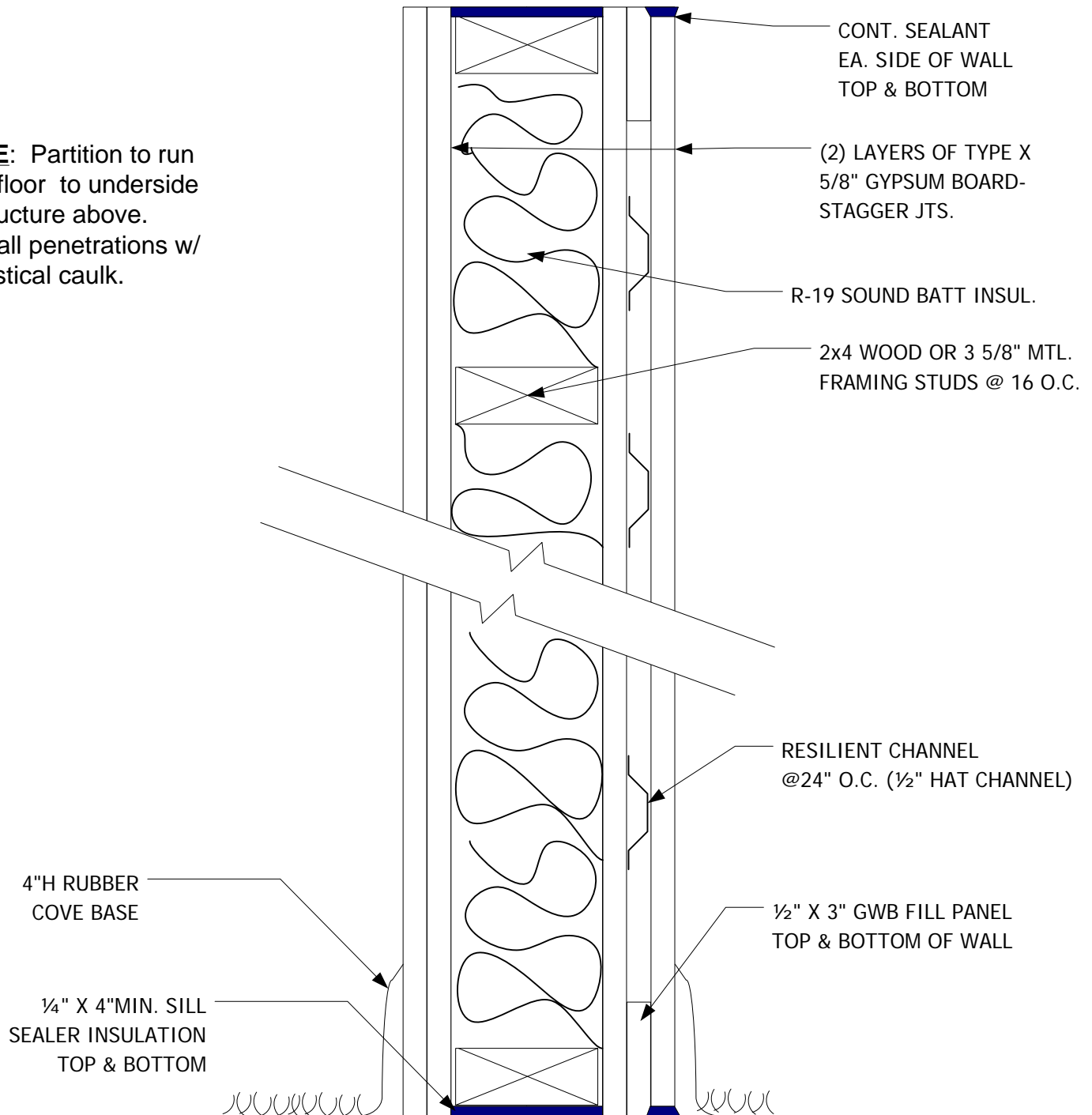
November 29, 2005



# Alaska Court System (ACS)

## Sound Isolation Wall

**NOTE:** Partition to run from floor to underside of structure above. Seal all penetrations w/ acoustical caulk.

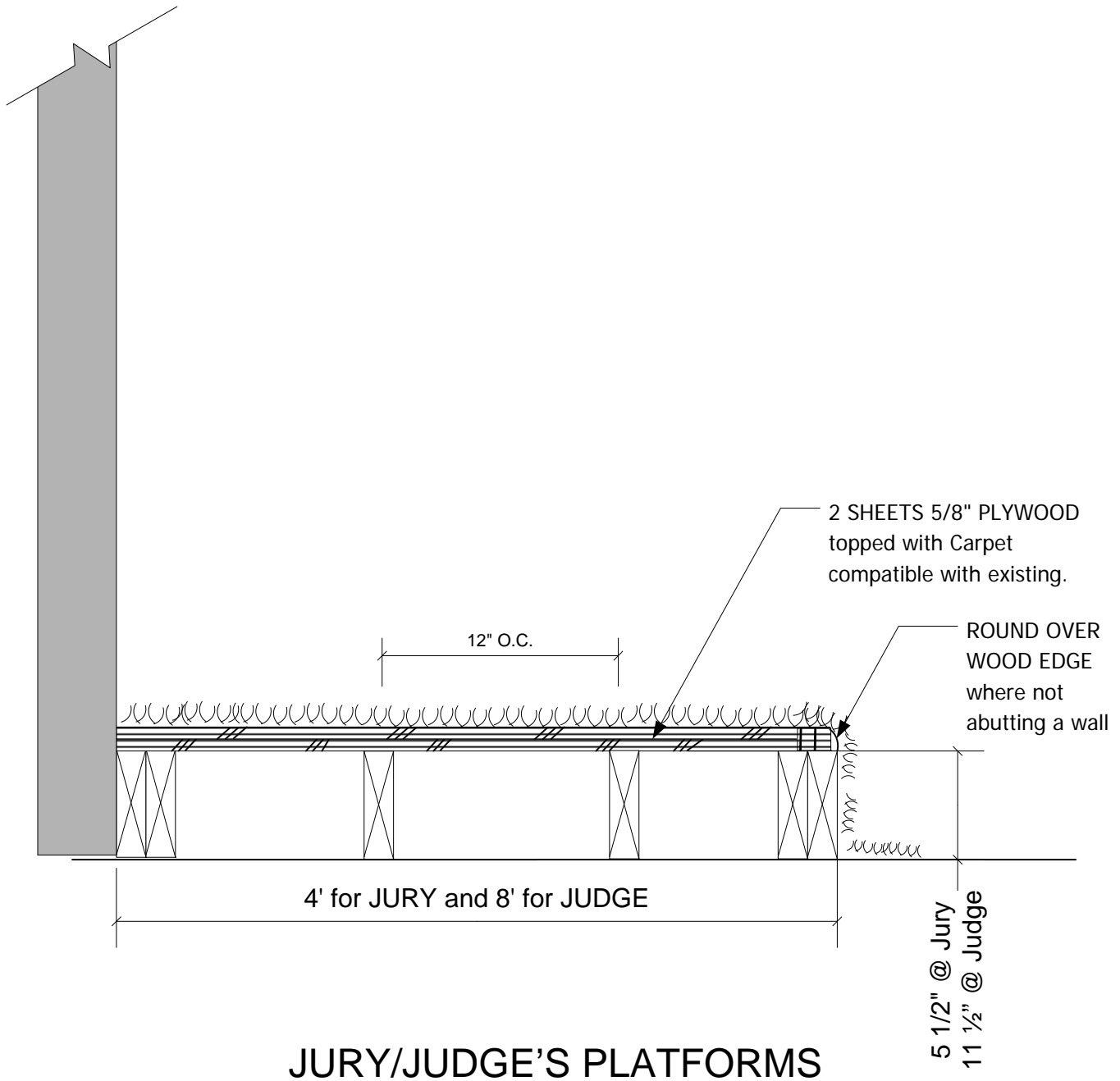


Scale: 3" = 1'-0"

DATE

November 29, 2005

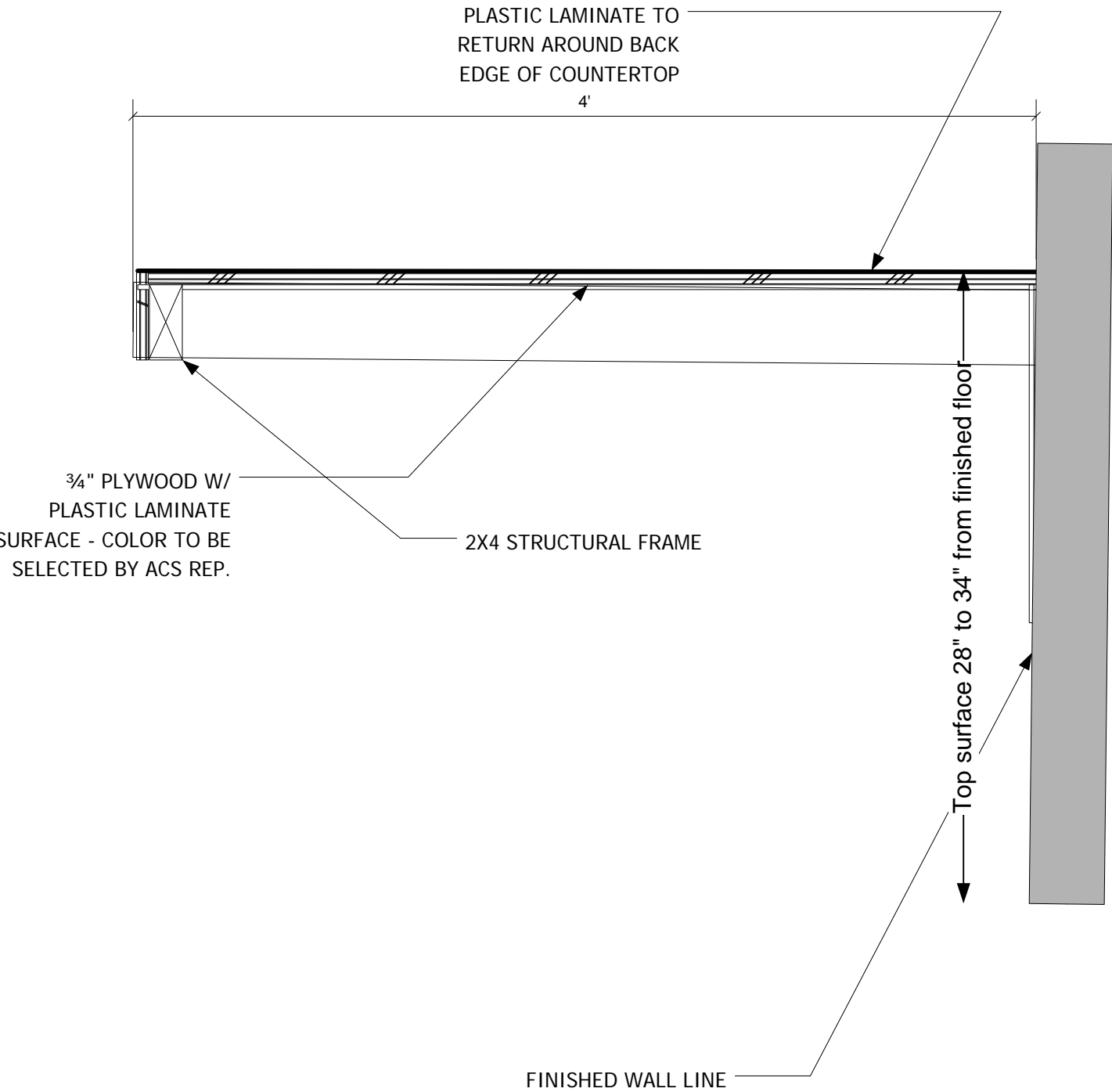
# Alaska Court System (ACS)



Scale: 1 1/2" = 1'-0"

DATE 02/10/2009

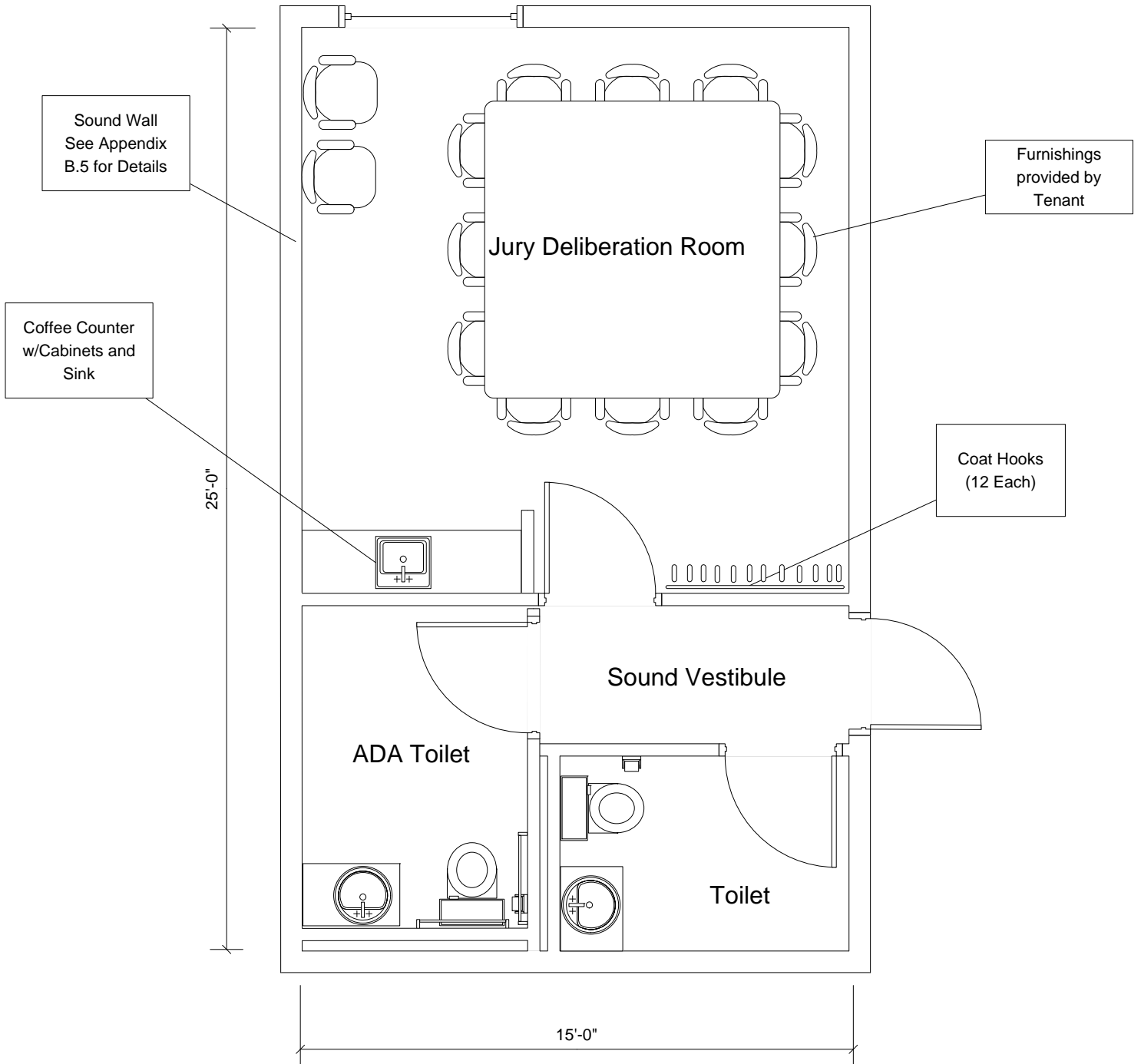
# Alaska Court System (ACS)



ADA/PUBLIC PC COUNTER (48-60" wide) DETAIL

Scale: 1 1/2" = 1'-0"
DATE March 21, 2013

# Alaska Court System (ACS)



## TYPICAL JURY ROOM

### APPENDIX D

Scale: 1/4" = 1'-0"
DATE
November 29, 2005

Alaska Court System

ELECTRICAL AND LOW VOLTAGE OUTLET REQUIREMENTS:								
Lease Area	Specific Location or comments	Total ports				Clocks	Video Arraignmt Outlet	
		Electrical (additional to 2 ports per 100SF)	Phone/Data/Duress* (additional to 4 ports per 100 SF)	Microphone	Speakers - all located at ceilings			
Ante Room (or Attorney Conference Rm if used as Ante Room)								
	At Ceiling	48"H at wall away from door, if drop ceiling, mount above ceiling			1			
Communications & Equipment Room								
	At each of three (3) walls for power.	Grounded, dedicated	3 quads = 12	1				
Courtrooms & Hearing Rooms								
	Judge's Bench	Casework or wall - all electrical outlets grounded, 1 outlet must be <u>dedicated</u> . Speaker located slightly behind judge. Microphone centered under counter.	2 duplexes = 4	1	1	1	1	
	In-Court Bench	Casework or wall - all electrical outlets grounded, 1 outlet must be <u>dedicated</u> . Place outlets at each end of counter.	2 quads = 8	2	1			
	Witness Stand	All electrical outlets grounded. Outside face of Judge's casework or wall behind stand (1 each), and at approximately 4' high on wall behind stand (1 each). Speaker located slightly behind witness. For video arraignment, 1 1/2" conduit back to CJB to hold HDMI cable.	2 duplexes = 4	1	1	1		1 located behind witness stand
	Litigant Tables	Locate outlets in floor below <u>each table</u> . Locate microphones in floor below <u>each table</u> .	2 quads = 8	1	2			
	Jury Seating	Locate outlets at inside of face of rail. Place one at <u>each end</u> of jury box.	1 duplex = 2	1	2	2		
	Spectator Seating	Locate outlets at inside face of rail. Distribute speakers at corners in ceiling above seating. Two (2) speakers for 30 person seating, four (4) speakers for more than 30 person seating.	1 duplex = 2			2 - 4		
	Podium	Locate outlets in floor below podium.	1 duplex = 2	1	1			

APPENDIX E

Alaska Court System

**ELECTRICAL AND LOW VOLTAGE OUTLET REQUIREMENTS:**

Lease Area	Specific Location or comments	Total ports				Clocks	Video Arraignmt Outlet
		Electrical (additional to 2 ports per 100SF)	Phone/Data/Duress* (additional to 4 ports per 100 SF)	Microphone	Speakers - all located at ceilings		
Grand Jury Room							
	Video arraignment outlet at wall in equipment closet or adjacent to equipment location.					1	1
Coffee Counter	Place above counter at <b>each end.</b>	2 duplexes = 4 1 duplex = 2					
Clerk's Bench	Casework or wall - all electrical outlets grounded, 1 outlet must be <u>dedicated</u> . Place outlets at each end of counter.	2 quads = 8	2	1			
Litigant Tables	Locate outlets in floor below <b>each table.</b> Locate microphones in floor below <b>each table.</b>	2 quads = 8	1	2			
Seating	Locate microphones in floor below <b>each table.</b>	1 duplex = 2		6	3		
Clerk's Office						1	
Copier	Grounded, dedicated 20amp	1 quad = 4	1				
Open office space	1 floor box with 1 quad power outlet and 1 phone/data/duress* outlet per 225sf of open office area	Quantity depends on size of space	Quantity depends on size of space				
Walls	1 quad power outlet and 1 phone/data/duress* outlet per 10LF of wall length.	Quantity depends on size of space	Quantity depends on size of space				
Coffee Counter	Place above counter at <b>each end.</b>	2 duplexes = 4					
Customer Service (per station)	Below counter	1 quad = 4	1				
Jury Deliberation Room						1	
Coffee Counter	Place above counter at <b>each end.</b> Place below counter behind refrigerator opening	2 duplexes = 4 1 duplex = 2					
Public Lobby							
At Security Screening Station	Locate power outlets in floor at entry area; locate data outlet on wall at entry	1 quad = 4	1				
Public P/C Work Station	Adjacent to work station	1 duplex = 2	1 quad = 4				

**APPENDIX E**

Alaska Court System

**ELECTRICAL AND LOW VOLTAGE OUTLET REQUIREMENTS:**

Lease Area	Specific Location or comments	Total ports				Clocks	Video Arraignmt Outlet
		Electrical (additional to 2 ports per 100SF)	Phone/Data/Duress* (additional to 4 ports per 100 SF)	Microphone	Speakers - all located at ceilings		
Customer Service Counter	Adjacent to counter - for workstation	1 duplex = 2	1				
Magistrate's Office	On each wall	2 duplexes = 4	1			1	
Attorney Conference Room	On each wall	2 duplexes = 4	1			1	

\* Each Outlet = (4) RJ45 ports in standard duplex size deep back box (2 1/2" X 4" in size).

**Alaska Court System**

**CASEWORK REQUIREMENTS**

<b>Lease Area</b>	<b>Specific Casework</b>	<b>Comments (for full description Reference General &amp; Supplementary Requirements)</b>	<b>Appendix Reference</b>	<b>Plumbing?</b>
<b>Courtrooms &amp; Hearing Rooms</b>				
Judicial Arena	Judge's Bench	On 12" - 18" Platform, pencil drawer, keyboard tray, ballistic shielding	B.1, B.2, B.6	
	In-Court Clerk's Workstation	Pencil drawer (2 each), keyboard tray, ballistic shielding; shelf cabinet; access to equipment rack	B.1, B.2	
	Moveable Witness Stand with Platform	ADA Compliant witness stand - 5'L x 33"W with 27"min. ADA knee clearance; platform on casters - accommodate witness stand	B.1, B.3	
Jury Seating	Jury Rail and Platform	6" Platform at 2nd row Rails at sides of Platform and in front of 1st row	B, B.4, B.6	
Spectator Seating	Spectator Rail	In front of spectator seating	B, B.4	
<b>Grand Jury Room</b>				
Coffee Preparation Area	Coffee Counter	9' L x up to 42"H, drawer, sink and shelf cabinets, overhead cabinets		Sink with gooseneck faucet
<b>Clerk of Court Staff Area</b>				
Coffee Preparation Area	Coffee Counter	6' L x up to 42"H, drawer, sink and shelf cabinets	A	Sink with gooseneck faucet
	Coat Hooks	Hooks		
Customer Service	Customer Service Counter	Min. 5'L x 36"W x 42"H counter within wall, window above, sliding glass doors with lock, locking cash drawer, No cabinets	A	
	ADA Compliant Counter and Self Help Workstation	ADA Compliant, Min. 5'L X 2'W, to accommodate computer screen and printer. Adjacent to Customer Service Counter.	C	



Alaska Court System

<b>CASEWORK REQUIREMENTS</b>					
<b>Lease Area</b>		<b>Specific Casework</b>	<b>Comments</b> (for full description Reference General & Supplementary Requirements)	<b>Appendix Reference</b>	<b>Plumbing?</b>
	Staff Restroom	Sink Counter	ADA Compliant, 3'X2' Counter with Sink	A	Sink, Toilet
<b>Jury Deliberation Room</b>					
	Coffee Preparation Area	Coffee Counter	7' L x 42"H, ADA Compliant counter drawer, sink and shelf cabinets, space for under the counter refridgerator	D	Sink with gooseneck faucet
	Jury Room	Coat Hooks	12 Hooks on wall	D	
<b>Judge's Chambers</b>					
	Office	Coat Shelf	3'W coat shelf with rod		
	Restroom	Sink Counter	ADA Compliant counter with sink	D	Sink, toilet
<b>Magistrate's Office</b>					
		Coat Shelf	3'W coat shelf with rod		

**ADDENDUM #1**

**ALASKA COURT SYSTEM  
ADDENDUM #1  
Invitation to Bid #DIL-L-13-0014**

For LEASE CONTRACT

Addendum Issue Date: **November 18, 2013** Lease Location: **Dillingham, Alaska**

To All Bid Package Holders:

The following changes, additions, and/or deletions are hereby made a part of the Invitation to Bid (ITB) for the above lease as fully and completely as if the same were fully contained therein.

Please acknowledge this addendum under Item #III on the Bid Schedule. All other terms, conditions, and specifications of the original ITB remain unchanged.

**Response Due Date is CHANGED from that specified in ITB. The new submittal deadline is Tuesday December 10<sup>th</sup>, 2013.**

The modifications directed by this Addendum No.1 are described in this page and the following attachments:

1. Addendum Text: Three ( 3 ) pages
2. Attachments: Revised Section D – Two (2) pages  
Revised Appendix A – One (1) sheet

**A. The following Document(s) are revised:**

1. Invitation to Bid Cover Sheet  
**CHANGE bid opening date and submittal deadline:** Tuesday, December 10, 2013.
2. Bid Schedule  
**CHANGE Submittal Deadline:** December 10, 2013.
3. Section C, Paragraph 2 AREA LOCATION: **REVISE** first sentence to read:  
“Building offered for lease must be within 10 miles of the Dillingham Airport, and located on or with direct access to a state or city maintained, paved road (unless there are no paved roads within the required location area).”
4. Section C, Paragraph 7 Arrangement of Space:
  - a. Paragraph D Prisoner Delivery Entrance: **DELETE** second sentence and **REPLACE** with the following to read:  
“Entrances should open on to the Arena area of the Courtrooms, or lead to a Holding Vestibule (if required). Additionally, Prisoner Delivery Entrance must be separated from both Private and Public access routes.”

## ADDENDUM #1

- b. Paragraph G Holding Cell(s): **DELETE** paragraph and **REPLACE** with the following to read:  
    "Holding Cell(s) and Holding Vestibule(s): The Holding Cell must be immediately adjacent and opening on to the Holding Vestibule, and the Holding Vestibule must be immediately adjacent and opening on to the arena area of the Courtroom or Hearing Room. Additionally, Holding Vestibule must be separated from both Private and Public access routes."
- c. Paragraph 7. J: **DELETE** paragraph and **REPLACE** with the following to read:  
    "Attorney Conference Room: If an Ante Room is required, and if the Bidder wishes to have the Attorney Conference Room double as the Ante Room, then it shall have direct access to the courtroom arena space in addition to Public Lobby access."
- d. ADD Paragraph 7. K to read:  
    K. Judge's Chambers should have direct access from Judicial Assistant Office, in addition to private hallway access.

### 5. Section C, Paragraph 9

- a. Paragraph A. Courtroom, Hearing Room, and associated Sound Locks: **REVISE** third sentence to read:  
    "Courtrooms and Hearing rooms shall not have any windows or relites other than described below at Sound Lock."
- b. Paragraph A.2) **Judicial Arena**: **REVISE** second sentence to require the platform to be 18" AFF, with 3 steps.
- c. Paragraph A.3) **Spectator Seating Area**: **DELETE** first sentence and **REPLACE** with the following to read:  
    "Shall be configured to provide seating for a minimum of Forty (40) persons for one of the Courtrooms at Bidders discretion, and Thirty (30) for the second Courtroom. One (1) wheelchair space must be included in each count. To provide the required seating amount one spectator bench may be provided immediately in front of the spectator rail, provided that the clearance in front of the spectator bench does not force the litigant tables in front of the jury box, or within 4'-0" of the clerk's bench."
- d. Paragraph D. Clerk's Area: **ADD** to the end of the third sentence:  
    "... , or if no exterior walls are available, provide a minimum of 100sf of ambient light from other exterior windows directly into the Clerk's Area."
- e. Paragraph D.4): **ADD** at the end of the paragraph:  
    "This area to be out of line of sight from the Customer Service Counter."
- f. Paragraph E. Jury Deliberation Room: **REVISE** first sentence as follows: "Jury Deliberation room shall consist of a room having a minimum dimension as specified in the Supplementary Lease Requirements."

## ADDENDUM #1

- g. Paragraph E.4): **ADD** at the end of the sentence: “if required”.
  - h. Paragraph E.5) **REVISE** to read: “Standard Restroom(s) as required.”
  - i. Paragraph G Magistrate Judge and Judge’s Chambers: **REVISE** last sentence to read:  
“Provide a minimum of (1) 4x4 operable window at each exterior wall, and an additional 4x4 window for exterior walls over 8’ in length.
  - j. Paragraph H Communications Equipment Room: **REVISE** minimum dimension to 6’ and **DELETE** “(80sf minimum)”.
  - k. Paragraph I Holding Cell:
    - i. At door hardware and at fixtures, **REPLACE** “security” with “detention”.
    - ii. **CLARIFY** that door and frame must be 16 ga hollow metal steel.
    - iii. **ADD** to the end of the paragraph: “A metal or concrete bench, appropriate for detention facilities, shall be provided along one wall of the room.”
  - l. **ADD** Paragraph J as follows:  
“J Holding Vestibule: A Holding Vestibule is required at each Holding Cell, to provide passage from the exterior prisoner delivery entrance to the courtroom. Holding Vestibule shall have same finishes, door hardware and detention components as Holding Cell, with the exception of the toilet/sink combination unit. Doors shall be 16 ga hollow metal for courtroom entry; minimum 16 ga insulated steel for exterior entry, no door lites required at either door.
6. Section C, Paragraph 15.A.1) **REVISE** judge’s bench platform to be a minimum of “18” high.”
7. Section D: **DELETE** this Section and **REPLACE** with attached “**Revised Section D**”. Note that this revised section changes and clarifies required space sizes at Superior Courtrooms, Jury Rooms, and Communications Room; clarifies Public Restroom and Public Lobby requirements; and clarifies Casework requirements.
8. Appendix A Schematic Floor Plan of Court Facility: **DELETE** Appendix A and **REPLACE** with attached Appendix A Revised – Addendum #1.
9. Appendix A.3 District Courtroom: **DELETE**.

**END OF ADDENDUM #1**

**ALASKA COURT SYSTEM (ACS)**  
**SUPPLEMENTARY LEASE REQUIREMENTS**  
*LEASE CONTRACT*

Procurement per ACS Procurement Guidelines

**1. SPACE SIZE AND REQUIREMENTS:**

**A. Space Sizes:** Bidder shall provide a lease offer based upon net usable square feet (NUSF), specifically described below. NOTE: The square footage numbers and internal circulation factor listed below are approximate. Internal circulation factor, for purposes of this contract, is defined as the secured corridor area for staff circulation and prisoner transport, and controlled solely by the Alaska Court System. The factor below indicates the maximum amount of internal circulation square footage that may be included in the rental cost. **Any area shown with a “0” square footage indicates that that area is not to be provided in this lease offer.**

<b>#</b>	<b>AREA</b>	<b>SF</b>	<b>Minimum Dimension</b>
1)	Attorney Conference Room –(sound isolated) includes .....	<b>75</b>	7'
<b>2)</b>	<b>Communications &amp; Equipment Room .....</b>	<b>60</b>	<b>6'</b>
3)	Superior Courtroom <b>1</b> (sound isolated) including: .....	1000	
	i. Sound lock (sound isolated).....	50	
	ii. Secured Storage.....	40	
	<b>iii. Ante Room (sound isolated)   64SF or included in Item 1)</b>		
4)	Clerk’s Area including: .....	440	12'
	i. Customer Service Counter.....	included above	
	ii. Staff .....	included above	
	iii. File & Supply Storage .....	included above	
5)	Clerk of Court Office (sound isolated) .....	120	
6)	<b>Superior Courtroom 2</b> (sound isolated) .....	900	
	i. Sound lock (sound isolated).....	50	
	ii. Secured Storage.....	40	
<b>7)</b>	<b>Holding Cell &amp; Holding Vest. (2) ea @ 100 (sound isolated)....</b>	<b>200</b>	
8)	Jury Assembly <b>not required if building assembly space is available)</b> .....		12'
9)	Jury Deliberation Room <b>1</b> – (sound isolated) including: .....	<b>260</b>	<b>12'</b>
	i. Sound lock (sound isolated).....	<b>75</b>	
	ii. Restroom – <b>2 each</b> .....	<b>60</b>	
<b>10)</b>	<b>Jury Deliberation Room 2 (sound isolated) including:.....</b>	<b>285</b>	<b>15'</b>
	<b>i. Sound lock (sound isolated).....</b>	<b>75</b>	
	<b>ii. ADA Compliant Restroom.....</b>	<b>50</b>	<b>6'</b>
	<b>iii. Restroom.....</b>	<b>30</b>	
11)	Judge’s Office (sound isolated) including:.....	280	11'
	i. Private Restroom .....	30	
12)	Judicial Assistant .....	180	
13)	Law Clerk.....	150	
14)	Law Library .....	150	
15)	Visiting Judge’s Office (sound isolated) .....	180	
16)	Magistrate Judge’s Office (sound isolated) .....	150	11'
	i. Restroom .....	0	
17)	<u>Staff Restroom with Shower .....</u>	<u>45</u>	
	Subtotal .....	<b>4975</b>	
	Internal Circulation, maximum 8% of Subtotal .....	<b>350</b>	
	TOTAL Maximum Net Usable Square Feet .....	<b>5325</b>	

**ALASKA COURT SYSTEM (ACS)**  
**SUPPLEMENTARY LEASE REQUIREMENTS**  
*LEASE CONTRACT*

Procurement per ACS Procurement Guidelines

- B. Other Public Areas Required: These areas must be provided as common areas to the building, at no additional rent to ACS and will not be part of the ACS NUSF under this Lease:
- 1) **Separate Mens and Womens** ADA Compliant Public Restrooms with at least the quantity of toilet fixtures required by code for the occupancy of the building. The restrooms for the public shall be available in the building and directly accessible from the Lobby Area.
  - 2) Lobby area with an arctic entry. Lobby area must be large enough to accommodate scanner and walk-thru screening equipment and screening staff on an infrequent basis.  
**Scanning Equipment will require a minimum of 130SF**
  - 3) Janitor closet
  - 4) Mechanical, electrical and other rooms necessary to accommodate building systems.
- C. Proposed floor plans shall incorporate the Areas in such a manner as to allow for public and private access to the areas, in conformance with Space Configurations and using example for adjacencies in **Appendix A –Courthouse Schematic Floor Plan**. **Please note Appendices A, B, C, and D are schematic documents ONLY provided for Bidder's convenience to clarify required adjacencies, space configurations, space sizes, and amenities specified elsewhere in the bid documents. Sections A, B, C and D supersede in the event of any conflict with Appendices A (including A.1) , B (including B.1 through B.6), C and D.**
- D. All sections contained in this document are provided solely for information and illustrative purposes to assist the bidder's architect in preparing their design to meet the specifications of the Invitation to Bid.
2. **Parking:** Reserved off-street parking for 10 staff vehicles shall be located on the same lot as the building in which the premises are located, on a lot adjacent to the building, or across the street from the building to be part of bid. Reserved off-street parking for 1 prisoner transport vehicle shall be located adjacent to the Prisoner Entry into each courtroom, unless there are central holding cell facilities – then, only one (1) parking space is required. This parking will be signed as reserved parking for Staff and Troopers only and, if in an outside area, will require electrical plug-ins. Public parking is needed for 60 customers and jurors. If the facility provided is not located in an area with street parking or other public parking totaling at least 60 spaces within 300' of the building entrance, then, safe off-street parking for that quantity must be provided by the Bidder.
2. **Casework:** Reference **Appendix F – Casework Requirements** for specific casework locations, quantities, dimensions, and other attributes to be included in this lease offer. Reference General Lease Requirements for a general description of the minimum requirements for casework and finish carpentry.
- a. **At Superior Courtroom 1 only: Provide for two in-court clerks in courtroom at clerk's workstation.**

ALASKA COURT SYSTEM - SCHEMATIC FLOOR PLAN OF COURT FACILITY

TOTAL MAXIMUM NET SQUARE FOOTAGE

JURY ROOM 1 INCLUDING SOUNDLOCK & (2) TOILETS	395SF
JURY ROOM 2 INCLUDING SOUNDLOCK, ADA TLT & STD TLT	440SF
SUPERIOR COURT COURTROOM 1	1000SF
SUPERIOR COURT COURTROOM 2	900SF
SECURE STORAGE	40 X 2 = 80SF
PUBLIC SOUNDLOCK	50 X 2 = 100SF
HOLDING CELL	50 X 2 = 100SF
HOLDING VESTIBULE	50 X 2 = 100SF
JUDICIAL ASSISTANT	180SF
LAW CLERK	150SF
VISITING JUDGE	180SF
MAGISTRATE OFFICE	150SF
JUDGE'S CHAMBERS	280SF
JUDGES TOILET	30SF
STAFF TOILET W/SHOWER	45SF
CLERK'S OFFICE	440SF
CLERK OF COURT OFFICE	120SF
COMM ROOM	60SF
ATTY CONFERENCE/ANTE RM	75SF
LAW LIBRARY	150SF
INTERNAL CIRCULATION: MAX 7.0%	350SF
<b>TOTAL LEASE AMOUNT</b>	<b>5,325SF</b>



## BID TABULATION FORM

OPENED by: LH
RECORDED by: SL
CHECKED by: LH

FOR: Court and Office Space for Lease      ITB # DIL-L-13-0014

LOCATION: Dillingham

ISSUANCE DATE: 10/30/13      OPENING DATE: 12/10/2013      TIME: 2:00 p.m.

I. Bid Packages	BIDDERS: #1 - Jeff Johnson		#2 - Choggiung Investment Corp.	#3 -	#4-
Bid Envelope Sealed w/date & Bid No.	Yes		Yes		
Bid Schedule	Yes		Yes		
Bid Signed & Sealed	Yes		Yes		
Bid Bond	Cashier's Check - 5%		Cashier's Check - 5%		
Acknowledged Addendum #1 - #4	Yes		Yes		
Business License or App.	Yes		Yes		
Proof of Ownership	Statement of Ownership		Agreement to Purchase		
Floor Plans/Site Map	Yes		Yes		
Elevations	No		Yes		
Building Questionnaire	No		Yes		

II. Item Bid Prices	Est. Qty	Unit	Bid Price	Bid Price	Bid Price	Bid Price
<b>A. Nome</b>						
1 Monthly Fixed Rent	1	Month	\$ 21,900.00	\$ 24,525.00		
2 Annualized Basic Bid	12	Month	\$ 262,800.00	\$ 294,300.00		
3 Term Amount for 15 Yr Term	15	Year	\$ 3,942,000.00	\$ 4,414,500.00		
<b>Total Basic Bid</b>						

III Preferences						
a AK Bidder Preference - 5%	Yes		Yes			
b Alaskans w/Disabilities Preference	No		No			
c Employment Program Preference	No		No			
d Employers of 50% People w/Disabilities Preference	No		No			
e Alaska Products Preference	No		No			
<b>Preference Adjusted Total Bid</b>			\$ 3,744,900.00	\$ 4,193,775.00		



# MEMORANDUM

Alaska Court System

**TO:** ROP FILE  
Dillingham Lease

**DATE:** July 28, 2014

**FROM:** Lesa Hall  
Facilities Manager

**SUBJ:** Dillingham Lease  
**JUSTIFICATION**

Pursuant to Section 2-204 of the Alaska Court System Procurement Guidelines, this memo is written to document a procurement of leased space where the contract will be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid.

## Background

On October 30, 2013, the Facilities Office issued a written ITB for lease space for the Dillingham Courthouse. We advertised the ITB in the Anchorage Daily News, Bristol Bay Times, and Online Public Notice. The ITB was also sent to The Plans Room.

A copy of the ITB is in the Record of Procurement (ROP) file. Seven (7) potential bidders received the ITB. The Plan Holders list is in the ROP file.

Bids were due Tuesday, December 10, 2013, at 2:00 p.m. Two bids were received:

Jeff Johnson  
Choggiung Investment Corp.

## Evaluation

All bids were checked for compliance with Procurement Guideline requirements. All bids were responsive and judged responsible. Both bids were evaluated based on the criteria listed in the ITB. The low bidder, Jeff Johnson was determined to be non-responsive due to lack of proof of ownership or possession of the property and proof of the right to lease the property to the court system.

## Award Justification

I have determined that Choggiung Investment Corp. is a responsible bidder. Choggiung Investment Corp. holds an Alaska Business License with a principal place of business in Dillingham, Alaska. The company has provided the required bid security. Choggiung Investment Corp. is the responsive, responsible low bidder.