

ADDENDUM #1
TO THE INVITATION FOR BIDS
For
Kodiak Courthouse: Interior Renovations
PROJECT #C-19-0001

Date: June 7, 2019

To All Plan Holders:

The following changes, additions, and/or deletions are hereby made a part of the ITB Documents dated May 23, 2019, 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 for Bids remain unchanged. In case of conflicts between this Addendum and previously issued documents, this Addendum shall take precedence.

Please acknowledge this amendment on the 00300 Bid Schedule.

Submittal Date and Time is UNCHANGED:

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

1. Addendum Text: Two (3) pages
2. Pre-Bid Meeting Minutes and Site Walk-Through notes dated 6/4/2019.
3. Plan Holders List dated 6/7/2019.
4. Revised 00310 Information Available to the Bidders
5. Revised 00800 Supplementary Conditions

MISCELLANEOUS:

1. **There is Asbestos and Lead present in the building. Haz-Mat Drawings and specification are being prepared and will be issued in and Addendum.**
2. ACS met with the Kodiak Building Department. The Bid Documents have been accepted and ACS has paid for the Building Permit. Once a Contractor has been selected, the City will be notified by ACS and the permit will be updated with the Contractor's information.
3. As-Built drawings dated 3/30/2001 have been posted on the SOA Public Notices site. These As-Built drawings are provided by ACS for the Bidder's convenience and may not be wholly accurate. Any discrepancies encountered during construction between the As-Built and actual conditions are the responsibility the Bidder.
4. Pre-Bid Meeting Minutes and site walk through notes dated 6/4/2019. See attached.
5. Plan Holders List. See attached.

CHANGES TO PROJECT MANUAL:

1. Table of Contents: **DELETE** the following.
 - i. 01600 PRODUCT REQUIREMENTS
2. 00800 SUPPLEMENTAL CONDITIONS: ADD the following:

ARTICLE 5 – BONDS INSURANCE, AND INDEMNIFICATION

5.1.1 Delete Paragraph 5.1 and its subparagraphs, and insert the following:

5.1.1 Indemnification:

The Contractor shall indemnify, hold harmless, and defend the Using Agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the Using Agency for a claim of, or liability for, the independent negligence of the Using Agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Using Agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Using Agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

5.1.2 Delete Paragraph 5.1.2 and its subparagraphs and insert the following:

5.1.2. Insurance:

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

a. Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

b. Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim.

- c. Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim.
- 3. 00310 INFORMATION AVAILABLE TO BIDDERS: ADD the following:
 - D. The following information is available for in electronic format at the SOA website with the Bid Documents for As-Built information including Haz Mat location information.
- 4. 01010 Summary of Work. DELETE Additive Alternate #3 description and replace with the following:
 - 1. Demo existing lighting and replace with new as identified in the Bid Drawings.
- 5. 01010 Summary of Work. DELETE Additive Alternate #4 description and replace with the following:
 - 1. Provide new acoustic wall panels as identified in the Bid Drawings

CHANGES TO DRAWINGS:

- a. None.

END OF ADDENDUM #1

ALASKA COURT SYSTEM
Kodiak Courthouse: Interior Renovations
Project Number C-19-0001

Pre-bid Meeting Minutes
June 4, 2019 @ 11:00am

This is the pre-bid meeting for the Kodiak Courthouse: Interior Renovations project.

Introductions:

Jack Bailey - Facilities Manager with the Alaska Court System

Sam Duke - Project Manager and the Owner Representative for this project.

Not in attendance is Suzanne Crowley. She is the Clerk of Court and on-site point-of-contact for the Alaska Court System during Construction and will be issuing keys.

Sign-in sheet for all in attendance.

There will be site walk through after this meeting starting with Courtroom A as there currently are proceedings in progress.

ACS can answer any general questions that are covered in the Bid Docs during this meeting. Please email me with any questions which may arise during the site walk through. Jack Bailey's email address is located in multiple locations throughout the ITB. Please bear in mind that an oral response to a question is not binding on the Alaska Court System. He will distribute to all prospective bidders an addendum listing the questions asked and the court system's official responses.

There is general description of the project on the cover of the Invitation to Bid and in the Summary of Work within the ITB. **There is Lead and Asbestos present in the building. Bid documents are in the process of being prepared for this work and will be issued in an Addendum in 10 to 14 days.**

Specifically this project includes:

BASE BID

COURTROOM A – SUPERIOR

- Demolition of the existing judge and clerk bench, witness stand, spectator and jury rail, jury seating litigant tables, portions of walls and doors. Demolition of carpet and base. Demolition of existing electrical and data. Reconfigure walls and soffit. Demolition includes abatement. Demolition includes disposal. Route for disposing of materials by way of back stair and elevator. Elevator can be used only after hours unless approved by CoC or ACS PM.
- New judge and clerk bench, witness stand. This casework shall have ballistic shielding. New portions of the spectator and jury rail, litigant tables; doors and hardware; sound rated walls and sound panels. New partial height wall at judge's bench. New ceiling system.

- New surface mounted track for running power and data to litigant tables. Float floor at surface mounted track and Install new Owner provided carpet as needed at new casework.
- There are a number of conduits with pull strings that need to be installed from the casework and tables to the area where the DARS is to be located. Coordinate rough framing to create routes for the conduit.
- New lights and diffusers.
- The prepping and painting of interior walls.
- The contractor is responsible for providing all equipment, materials, and labor needed to provide complete casework walls, doors, electrical and data, carpeting, and painting systems, etc.

COURTROOM B – DISTRICT

- Demolition of the existing judge and clerk bench, witness stand, spectator and jury rail, jury seating, portions of walls, doors and stair. Demolition of carpet and base. Demolition of existing electrical and data. Reconfigure walls and soffit. Demolition includes abatement. Demolition includes disposal. Route for disposing of materials by way of back stair and elevator. Elevator can be used only after hours unless approved by CoC or ACS PM.
- New judge and clerk bench, witness stand. This casework shall have ballistic shielding. New portions of the spectator and jury rail, doors and hardware; walls and sound panels. New partial height wall at judge's bench.
- New surface mounted track for running power from and data from jury platform to owner provided litigant tables. Float floor at surface mounted track and Install new Owner provided carpet as needed at new casework.
- There are a number of conduits with pull strings that need to be installed from the casework and tables to the area where the DARS is to be located. Coordinate rough framing to create routes for the conduit.
- The contractor is responsible for providing all equipment, materials, and labor needed to provide complete casework walls, doors, electrical and data, carpeting, and painting systems, etc.

ADDITIVE ALTERNATE #1

CLERK AREA

- Demolition of the clerk counter. Demolition of existing electrical and data as needed for new counter. Demolition of wall between Storage and Break Room
- New clerk counter with ballistic shielding and laminated glass. Reconfigured Storage area.
- The prepping and painting of interior walls.
- The contractor is responsible for providing all equipment, materials, and labor needed to provide, walls, doors, hardware, etc.

ADDITIVE ALTERNATE #2: WINDOW COVERINGS IN GRAND JURY, JURY RM 215 AND COURTROOM B

- Note that the description of this Add Alt in Section 01010 Summary of Work is incorrect. This will be addressed in an addendum.
- Demo and dispose of existing window coverings and replace with new.

ADDITIVE ALTERNATE #3: NEW LIGHTING IN COURTROOM B

- The title of this Add Alt is incorrect in Demo existing lighting and replace with new. Note there is a typo in the Bid Docs. This Add Alt pertains just to the lights.
- Demo existing light fixtures and replace with new.

ADDITIVE ALTERNATE #4: NEW ACOUSTIC WALL PANELS IN GRAND JURY ROOM 215

- Install new acoustic wall panels. Note there is a typo in the Bid Docs. This Add Alt pertains just to acoustic wall panels.

The Performance Period is specified on the ITB and in Section 00800 Supplementary Conditions.

- Substantial Completion is required within 60 days from starting on site. This is due to the anticipation that much of the casework will be manufactured off site and then shipped to Sitka for final assembly.
- Final Completion is required within 14 calendar days after Substantial Completion.
- All work on site to be completed by October 30, 2019.

A Brief Rundown of the Bid Requirements are:

- The bid submittal deadline is June 25, 2019 at 2:00 p.m. AST. The Bids are to be delivered as indicated in the ITB.
- The Documents required for bid submittal are shown in Section 00126 Required Documents and Section 00300 Bid Schedule. They include a fully completed and signed bid schedule, acknowledgement of addenda, documentation for any preferences claimed, bid security, and contractor's registration.
- A Bid Bond of 5% is required for all bids exceeding \$100,000.
- The cut-off for contractor questions is 7 days before the bid date, June 20, 2019.

The status of the Building Permit:

- The bid documents are in the process of being submitted to the Kodiak Building Department and Borough review. ACS will pay for permit review fees.

Question: Will ACS pay the building permit fee? ACS response: ACS will just pay for the plan review fees. The Contractor is responsible for paying the permit fees.

Note: After the meeting, ACS met with the Kodiak Building Department. The Bid Documents have been accepted and ACS has paid for the Building Permit. Once a Contractor has been selected, the City will be notified by ACS and the permit will be updated with the Contractor's information.

Addendums:

- There have been no Addenda issued at this time. As a reminder, it is the responsibility of the bidder to ensure that the bidder's firm is placed on the Plan Holder's List by submitting accurate contact information to me at jbailey@courts.state.ak.us. Addenda, notices, and other information regarding the bidding of this project will **only** be sent to the State of Alaska Online Public Notices web site and to those firms on the Plan Holder's List.
- An addendum will be issued in the next couple days with Pre-Bid Meeting notes, Plan Holders list, updated insurance requirements and other items discussed during the Pre-Bid Meeting and site walk through.
- An addendum will be issued once the Haz-Mat Bid documents are ready.

Requirements for Bid Award are shown in Section 00126 Required Documents and include:

- The Bid Award will be made to lowest responsible and responsive bidder.
- Any Protests must be submitted within 10 calendar days from notification of Intent to Award.
- A list of Subcontractors must be submitted within 5 days of Notice of Intent to Award.
- And the Contractors Questionnaire must be submitted to the Owner 3 working days after the Notice of Intent to Award.

Some Misc. Project Requirements and Constraints are:

- This project is taking place in an occupied building with ongoing court activities which are sensitive to noise and vibration. This issue is addressed in several areas including Section 01140 Work Restrictions. Work can be done during or after normal business hours.
- The Work Restrictions Section also describes Notification to the Owner regarding Work to be performed. At least one courtroom shall stay in operation while work is being done. This includes Haz-Mat. The courtroom closures need to show on the project schedule and must be approved by ACS before proceeding ACS requires at least a 10 day notice before work begins to allow time for ACS and the Contractor to work out a plan to allow ACS services to continue while providing latitude for the Contractor to perform the work. ACS will remove loose items from the counter, and non-mechanically installed wall hangings will also be removed. ACS will move electronic equipment will as needed in coordination with the work and to maintain services for the public.
- The Clerk Counter needs to stay in operation while work is being done in this area. ACS requires at least a 10 day notice before work begins to allow time for ACS and the Contractor to work out a plan to allow ACS services to continue while providing latitude for the Contractor to perform the work. ACS will remove loose items from the counter, and non-mechanically installed wall hangings will also be removed. ACS will move electronic equipment will as needed in coordination with the work and to maintain services for the public.
- If work is done at night, the Contractor shall assure all floor and work surfaces within the area of Work are sufficiently cleaned for next day operations. Contractor shall move, and cover, office furniture, furnishing, and equipment as needed to perform the Work and prior to the following business day shall return the office to the configuration and level of cleanliness and functionality in which it was found.

- The Clerk area will take some forethought. The intent is for ACS and the Contractor to work out a detailed schedule well ahead of when the Work starts to keep the Contractor's time as efficient as practical while ACS continues to serve the public.
- Please review Section 01140 for site access, material delivery, waste disposal and storage restrictions. In brief: A dumpster can be set in the parking lot and material deliveries may be allowed during normal business hours if coordinated with the Owner first. Limited parking is allowed in the back parking lot. ACS is intending 3 to 5 spaces be available.

Note: ACS has made an inquiry with the City re: any restrictions for the use of a dumpster or small conex to be placed in the parking lot.

- There is limited space available inside the building for storage of materials and temporary office. About 3 to 5 spaces can be made available for storage.
- Security and access restrictions are also noted in Section 01140 Work Restrictions. Approval of a criminal history report is required for all personnel prior to their start of work on-site.
- Toilet facilities are limited to restrooms in the facility to be designated. These may be used by the contractor but are to be clean prior to Normal Business Hours the following day.
- This is a state project, so all requirements of the Davis Bacon Act are applicable.
- Payment and Performance Bonds as outlined by the General Conditions paragraph 5.3 are required.

Coordination of the work:

- The General Contractor for this project will be responsible to coordinate all work with all subs, suppliers, Authorities Having Jurisdiction, and all necessary entities to accomplish the Work per contract specifications.
- As-Builts must be maintained up to date during the project. ACS may require evidence that As-Builts are up to date before processing Pay Applications.

Superintendent:

- The Contractor shall provide on the Site at all times during active Work, an Owner approved, competent resident superintendent. The Contractor is to submit to the Owner for consideration, the proposed Superintendents qualifications and relevant work history, and, three (3) project references, no older than 5 years old, with scope, date, and contact information including the phone number of the referenced projects Project Manager. The superintendent will be the Contractor's representative at the site and shall have full authority to act and sign documents on behalf of the Contractor. The Superintendent may not be changed or replaced without prior approval of the Owner. All communications given to the Superintendent shall be as binding as if given to the Contractor.

Questions/ Comments during Walk-Through:

1. Who pays for the building permit? ACS response: ACS pays for planning and building permit review. The contractor pays for the building permit. **Note: After the meeting, ACS met with the Kodiak Building Department. The Bid Documents have been accepted and ACS has paid for the Building Permit. Once a Contractor has been**

selected, the City will be notified by ACS and the permit will be updated with the Contractor's information.

2. Judge and Clerk Bench in Courtrooms. Be aware there is a lot of conduit and wiring that has to be integrated into the casework. Framing for the platform will need to consider a "pathway" for all the conduit. Note that only power may use flex conduit. All other conduit for cables, wiring, etc. is required to be rigid tubing. See electrical specs.
3. Courtroom A and B: Surface mounted raceway is being used to run cables from podium to Judge/Clerk bench. See drawings for more information re: the product and floating the floor adjacent to the surface mounted raceway.
4. Courtroom A: Note the requirement to run conduit in the wall behind for the monitor behind the clerk station. The plywood for the monitor mount to be surface mounted with finished edges.
5. Courtroom B: Reviewed window can Contractor could temporarily remove and use the opening to for delivery and disposal of materials. New door opening from Courtroom to Hall could be temporarily oversized for transport of materials.
6. Courtroom B: ACS is looking at moving the spectator rail to the plan south to provide more room around the litigant table.
7. Courtroom spectator benches. Existing benches to be reused and relocated between the two courtrooms. No refinishing of spectator seating currently in the contract.
8. Courtroom A – Selective demolition / abatement of existing ceiling tiles required for installation of new ceiling system.
9. A 6 week trial is scheduled to begin 11/1/19. Courtroom A needs to be completed about a week prior to the trial so the ACS has time to set up and test the courtroom.
10. At least one station at the Clerk's counter must remain in operation to serve the public during Work being done in the Clerk Area.
11. Contractor may use public restrooms. Restrooms to be kept in presentable condition for public use.
12. ACS will check with local building department re: regulations locating dumpster and conex in the parking lot.
13. Reviewed the exterior double doors and verified they do not have a center astragal.
14. Reviewed unoccupied rooms on the first level as potential areas for storage of materials and project office. ACS will inquire if they are available. If no response is issued by ACS prior to Bid date, Bidders shall assume the offices are not available.
15. Reviewed Break Room and where existing counter and cabinets need to be removed in order to construct new wall.
16. Reviewed existing Storage Room next to Break Room. ACS confirmed that they are responsible for clearing out all of the items in the room prior to Work starting in this room. Coordinate schedule with Contractor.

End of Section

Kodiak Courthouse: Interior Renovations #C-19-0001

Date : June 4, 2019 11:00am

PRE-BID SIGN IN SHEET

	Name	Firm	Phone	Fax	E-mail	Planholder?
1	Jack Bailey	Alaska Court System	907 264-8283		jbailey@akcourts.	no
2	Sam Duke	Alaska Court System	907 264-8238		sduke@akcourts.us	no
3	Suzanne Crowley	Alaska Court System	907 486-1600		scrowley@akcourts.us	no
4	Tatiana Schneider	Friend Contractors	907-486-385		tatiana@friendcontractors.com	
5	Vernd Freund	Friend Contractors	907-539-1975		friend@friendcontractors.com	
6	Mike Hafferman	Friend Contractors	907 942-1644		mhafferman@friendcontractors.com	
7	Saigen Harris	FW Construction	248-3466		sharris@fwllaska.com	
8	Dustin Hays	Bering Industrial	942-5715		dthays@gmail.com	
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KODIAK COURTHOUSE: INTERIOR RENOVATIONS

Last Updated: 6/7/2019

Plan Holders List

	Name	Firm	Phone	E-mail
3		The Plans Room	907-563-2029	mail@theplansroom
4		AGC	907-561-5354	frontdesk@agcak.org
5	Rich Morgan	Builders Exchange of Washington	425-258-1303	reception@BXWA.com
6	Saigen Harris	F&W Construction	907-248-3666	sharris@fwalaska.com
7	Jerrold Friend	Friend Construction	907-539-1975	jfriend@alaska.net
8	Dustin King	Bering Industrial	907-942-5715	dntkrig@gmail.com
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SECTION 00310 INFORMATION AVAILABLE TO BIDDERS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Before submitting a Bid, Bidders shall carefully examine the plans and specifications, and drawings as listed in the Information Available to Bidders, and inspect the project site to fully inform themselves of all existing conditions and limitations. Each Bidder, by submitting a Bid, represents that it has so examined the plans and specifications, and the Information Available to Bidders, and inspected the site, that it understands the provisions of the plans and specifications, and that it has become familiar with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions which could have been discovered by such examinations. Further, the Bidder acknowledges by submitting its bid, that the Bidder has had sufficient opportunity to review the plans and specifications, and the Information Available to Bidders, to attend an optional pre-bid conference, and to obtain the advice of lawyers, accountants and other professional advisors regarding the Bidding Documents and to seek interpretation or correction. Therefore, the general principle that ambiguities in contract documents shall be construed against the drafter shall not apply to the Bidding documents or the contract.
- B. Photographs of portions of the Courthouse. These photographs are for reference only. Site conditions may have changed since the date of the photographs. Bidders are responsible inspect the project site to fully inform themselves of all existing conditions and limitations.
- C. The following information is available for hard copy review in Anchorage at the Alaska Court System Facilities Office, 420 W. 4th Ave. To schedule a review time in Anchorage call Jack Bailey at (907) 264-8283.
 - 1. Combined Facilities Building dated August 21, 1967
 - 2. Kodiak Courthouse Remodel dated March 5, 1982.
 - 3. Kodiak Courthouse Remodel dated March 30, 2001.
- D. ***ADDENDUM #1 The following information is available for in electronic format at the SOA website with the Bid Documents. These As-Built drawings and photographs are provided by ACS for the Bidder's convenience and may not be wholly accurate. Any discrepancies encountered during construction between the As-Built and actual conditions are the responsibility the Bidder.***
 - 1. ***Photographs of the existing facility***
 - 2. ***Kodiak Courthouse Remodel dated March 30, 2001.***

1.2 SITE VISIT

- A. A site tour will be conducted on the date of the Pre-Bid meeting.

PART 2 PRODUCTS

- A. Not used.

PART 3 EXECUTION

- A. Not used.

END OF SECTION

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SECTION 00800 SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the General Conditions of the Contract for Construction.

ADDENDUM #1

ARTICLE 5 – BONDS INSURANCE, AND INDEMNIFICATION

5.1.1 Delete Paragraph 5.1 and its subparagraphs, and insert the following:

5.1.1 Indemnification:

The Contractor shall indemnify, hold harmless, and defend the Using Agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the Using Agency for a claim of, or liability for, the independent negligence of the Using Agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Using Agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Using Agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

5.1.2 Delete Paragraph 5.1.2 and its subparagraphs and insert the following:

5.1.2. Insurance:

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

a. Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

b. Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim.

c. Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim.

ARTICLE I - DEFINITIONS

Contract Documents Revise to Read as follows:

Contract Documents - The Contract form, Invitation to Bid (including all documents and forms issued with the Invitation to Bid), Addenda, Notice of Award, Notice to Proceed, the bidding requirements and CONTRACTOR's bid (including all appropriate bid tender forms), the bonds, the General Conditions and the Supplementary Conditions of the Contract, Laborers, and Mechanics' Minimum Rates of Pay, Specifications, Drawings, and all other Contract requirements and specifications Furnished by the OWNER to the CONTRACTOR, together with all Change Orders and documents approved by the Contracting Officer for inclusion, modifications and supplements issued on or after the Effective Date of the Contract.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.1 Revise to read as follows:

The CONTRACTOR shall diligently, and in skillful, workmanlike manner, provide all labor, materials, equipment, and facilities necessary to perform the Work in accordance with the Contract Documents and in a manner to complete the Work within the specified contract time. The CONTRACTOR shall not perform any portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar documents until the applicable submittal has been approved by the OWNER/ARCHITECT.

6.3 Revise to read as follows:

The CONTRACTOR shall provide on the Site at all times during the prosecution of the Work an Owner approved, competent resident Superintendent. The CONTRACTOR is to submit to the Owner for consideration, the proposed Superintendents qualifications and relevant work history, and three (3) project references, no older than 5 years old, with scope, date, and contact information including phone numbers of the referenced projects Project Manager. The Owner shall also be advised in writing of the Superintendent's name, email address, local address, mailing address, and telephone number. This written advice is to be kept current until Final Completion by the OWNER. The Superintendent will be the CONTRACTOR's representative at the site and shall have full authority to act and sign documents on behalf of the CONTRACTOR. The Superintendent may not be changed or replaced without prior approval of the Owner. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR shall cooperate with the Owner in every way possible.

6.7 Add a new paragraph to Read:

In addition to the provisions of this Subsection 6.7, CONTRACTOR must adhere to the provisions of Section 01301, Project Schedules.

6.8 Add a new paragraph to Read:

In addition to the provisions of this Subsection 6.8, CONTRACTOR must adhere to the provisions of Section 01301, Project Schedules.

6.22 Add Paragraph 6.22.4 to Read:

“CONTRACTOR must prepare contemporaneous daily reports showing the progress of the work. The CONTRACTOR must transmit a copy of the daily reports to the Owner no less frequently than once per week. Each transmittal of daily reports must include all daily reports generated since the most recent transmittal. Transmittal of daily reports does not constitute notice to the Owner of any matter for which notice is specifically required under the Contract Documents. The daily reports must include, at the minimum, information regarding the project schedule, safety issues, subcontractors on site, work performed, meetings held, and communications with the Owner.”

ARTICLE 7 – LAWS AND REGULATION

7.2.1 Add: The OWNER shall pay for all plan review and building permit fees required by the local Building Safety department at the project location. The CONTRACTOR shall pay for all building and trade permits and licenses.”

7.12 Revise to read as follows:

7.12 Preferential Employment.

7.12.1 The CONTRACTOR shall comply with all applicable and valid laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect during the term of this Contract.

7.12.2 Employment Preference in Zones of Underemployment. The Alaska Department of Labor and Workforce Development has determined that certain areas of Alaska are Zones of Underemployment. If the Work is to be performed wholly or partly within a Zone of Underemployment, the CONTRACTOR must give employment preference to Alaska residents as determined by the Alaska Department of Labor and Workforce Development. Failure to comply with this requirement can result in substantial civil and criminal penalties under AS 36.10.100. Within 20 days after award of a contract under this procurement, the Alaska Court System will report the Contract to the Alaska Department of Labor and Workforce Development, which will be responsible for administration and enforcement of employment preference requirements. Contractor can download obtain the Alaska Department of Labor and Workforce Development Employment Preference Determination at the following internet address: <http://labor.alaska.gov/lss/forms/res-hire-notice-2013.pdf>. For further information, contact the Alaska Department of Labor and Workforce Development, Division of Wage and Hour Administration, at 907-269-4900.

7.12.3 In order to ensure that the CONTRACTOR's Subcontractors will comply with all applicable laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect, the CONTRACTOR shall include in its Contracts with Subcontractors under this Contract language that is substantially the same as 7.12.1 and 7.12.2, above.

7.13 Revise 7.13.2 to read as follows:

7.13.2 The following Labor provisions shall also apply to this Contract:

- a. CONTRACTOR and Subcontractors of CONTRACTOR shall pay all employees unconditionally and not less than once a week;
- b. wages may not be less than those stated in the advertised Specifications, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors;

- c. the scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the Work;
- d. the OWNER shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the CONTRACTOR or Subcontractors the difference between
 - 1. the rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and
 - 2. the rates of wages in fact received by laborers, mechanics, or field surveyors.

ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE

- 11.3 Add to 11.3.1: "Substantial Completion is required to be within 45 days of the commencement of Work-on site."
Add to 11.3.2: "CONTRACTOR shall achieve Final Completion no later than 14 calendar days after Substantial Completion."
- 11.8 Add: "Liquidated damages will be in the amount of \$ 200.00 per day, beginning on the date provided in Section 00800, Paragraph 11.4 for Final Completion and ending on the date that Final Completion is achieved. These liquidated damages are intended to compensate the OWNER for contract administration costs due to delay, and are in addition to any actual damages that OWNER may claim as a result of loss of use or other harm resulting from delay of Final Completion."

ARTICLE 12 – QUALITY ASSURANCE

- 12.3 Add to 12.3.1: CONTRACTOR shall provide a minimum of 72 hours notice for all required or requested inspections, approvals, tests or differing condition verifications that require site visits. Site visits by OWNER are limited to weekdays, unless agreed to in advance by both parties.
- 12.3 Add to 12.3.2: OWNER shall pay for all special inspections required by the IBC Chapter 17.

ARTICLE 13 – PAYMENTS TO CONTRACTOR AND COMPLETION

Delete the last paragraph of 13.7 and substitute the following: OWNER shall make the first inspection for substantial completion at the OWNER'S expense. If, due to the absence of substantial completion at the time of the first inspection, OWNER is required to make one or more further inspections for substantial completion, CONTRACTOR shall bear and be responsible for all of OWNER'S costs to perform such further inspections, including the cost of labor and travel costs.

END OF SECTION