

**SECTION 01 0100  
SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 WORK COVERED BY CONTRACT DOCUMENTS**

1. Provide all equipment, materials, labor, and workmanship, necessary to complete the Work as described and reasonably inferred to in the Contract Documents. In General:
  - A. Demolish existing courtroom space on the 1<sup>st</sup> floor and create locker rooms for DMVA.
  - B. Create new courtroom on the 2<sup>nd</sup> floor with new transit from secure space as well as new public transit. Renovate existing Clerk's Counter to include new security upgrades.
  - C. Modify the building's mechanical system and electrical system to accommodate changes to the design.

**1.2 CONTRACT TYPE**

- A. Competitively bid lump sum single prime contract.

**PART 2 – PRODUCTS Not used.**

**PART 3 – EXECUTION Not used.**

**END OF SECTION 01 0100**

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# Alaska Court System

## REQUEST FOR PAYMENT

Project No.: KOT-C-24-0001

Project: Kotzebue Security Upgrades

Pay Period: \_\_\_\_\_

Request No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

### Analysis of Work Performed

- a. ORIGINAL CONTRACT SUM: ..... \$ \_\_\_\_\_
- b. CHANGE ORDERS TO DATE: ..... \$ \_\_\_\_\_
- c. CONTRACT SUM TO DATE (Line a + Line b): ..... \$ \_\_\_\_\_
- d. WORK COMPLETED TO DATE (see next sheet): ..... \$ \_\_\_\_\_
- e. STORED MATERIALS: ..... \$ \_\_\_\_\_
- f. TOTAL EARNED TO DATE (Line d + Line e): ..... \$ \_\_\_\_\_
- g. LESS RETAINAGE (see below\*): ..... \$ \_\_\_\_\_
- h. LESS PREVIOUS PAYMENTS: ..... \$ \_\_\_\_\_  
(amount certified + Line h from prior Request for Payment)
- i. CURRENT PAYMENT DUE (Line f less Line g & h): ..... \$ \_\_\_\_\_
- j. BALANCE TO FINISH (including retainage amount): ..... \$ \_\_\_\_\_

\*Reason for withheld amounts: \_\_\_\_\_

### EXECUTED CHANGE ORDERS

No.	Description	Increase	Decrease	Net Amount
Total Change Orders:		\$ -		\$ -

### CERTIFICATION

The undersigned Contractor certifies that all items and amounts are in accordance with the contract requirements and that the Contractor has complied with the labor provisions of said Contract, including payment to subcontractor and suppliers of amounts paid to the Contractor for work included in previous Requests for Payment.

CONTRACTOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_ My Commission expires: \_\_\_\_\_

REVIEWED AND APPROVED FOR PAYMENT BY: \_\_\_\_\_ ENGINEER: \_\_\_\_\_

AMOUNT CERTIFIED: \_\_\_\_\_ DATE: \_\_\_\_\_

The Architect certifies to the Owner that the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents and the Contractor is entitled to payment of the **AMOUNT CERTIFIED**.

FACILITIES DIRECTOR: \_\_\_\_\_

PROJECT MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SECTION 01 0270**  
**SCHEDULE OF VALUES/ REQUEST FOR PAYMENT**

**PART 1 GENERAL**

**1.1 SCHEDULE OF VALUES**

- A. Submit Schedule of Values with Final Project Schedule required in Section 01 3100, and with each Request for Payment.
- B. Schedule of Values should include the following information:
  - 1. Item or Activity Number
  - 2. Description of Work.
  - 3. Scheduled Value (\$).
- C. Examples of item to be described include items for each separate stage of work: General Conditions; Material Procurement; Site Mobilization; Demolition; Abatement; Hoisting; Mechanical; Electrical; Roofing; Close Out; etc. Work items to be accomplished by a subcontractor should include subcontractor's name.
- D. Schedule of Values must be reviewed and approved by Owner prior to approval of first Request for Payment.

**1.2 REQUEST FOR PAYMENT**

- A. Submit typed request for payment on forms provided by the Owner. Request for Payment and Pay Request Itemization Sheet shall use the item number, description of work and scheduled value as approved for the Schedule of Values. Sample copies of the forms are attached to this section.
- B. Submit one draft copy of each request for payment by the first of the month. Draft copy shall be reviewed and adjusted as needed and agreed by the Owner and Contractor to reflect actual project progress and withholdings.
- C. Submit original signed and notarized adjusted copies of each request for payment by the 10th of the month. No more than one request for payment shall be allowed each month.
- D. Contractor shall provide all substantiating information, including but not limited to, updated progress schedule, material invoices, freight receipts, test reports, daily field reports, data sheets and data justifying amounts questioned when requested by the Owner to confirm amounts shown on request for payment.

**END OF SECTION 01 0270**

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ALASKA COURT SYSTEM  
PAY REQUEST ITEMIZATION SHEET

Project: Kotzebue Security Upgrades #KOT-C-24-0001

Request No.: \_\_\_\_\_  
Date: \_\_\_\_\_  
Pay Period: \_\_\_\_\_

ITEM NO.	SPEC. SECTION	DESCRIPTION OF WORK	SCHEDULED VALUE	COMPLETE %	VALUE OF WORK COMPLETED TO DATE	STORED MATERIALS	TOTAL VALUE COMPLETED & STORED TO DATE	LESS PREVIOUS PAYMENTS	BALANCE TO FINISH	RETAINAGE
1					\$ -		\$ -		\$ -	
2					\$ -		\$ -		\$ -	
3					\$ -		\$ -		\$ -	
4					\$ -		\$ -		\$ -	
5					\$ -		\$ -		\$ -	
6					\$ -		\$ -		\$ -	
7					\$ -		\$ -		\$ -	
8					\$ -		\$ -		\$ -	
9					\$ -		\$ -		\$ -	
10					\$ -		\$ -		\$ -	
11					\$ -		\$ -		\$ -	
12					\$ -		\$ -		\$ -	
13					\$ -		\$ -		\$ -	
14					\$ -		\$ -		\$ -	
15					\$ -		\$ -		\$ -	
16					\$ -		\$ -		\$ -	
17					\$ -		\$ -		\$ -	
18					\$ -		\$ -		\$ -	
19					\$ -		\$ -		\$ -	
		Page Totals:	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -

**SECTION 01 1400  
WORK RESTRICTIONS**

**PART 1 GENERAL**

**1.1 RELATED SECTIONS**

- A. Section 00 0500 Invitation to Bid
- B. Section 01 5000 Temporary Facilities and Controls
- C. Section 01 7100 Cleaning

**1.2 DEFINITIONS**

- A. Alaska Court System (ACS) Normal Working Hours: 8:00am until 5:00pm, Monday through Friday; not including State Holidays.

**1.3 DESCRIPTION**

- A. Work limitations
  - 1. Site restrictions affecting this project include but are not limited to:
    - a. Parking
    - b. Hoisting
    - c. Off Loading and Storage areas for construction and deliveries
    - d. Waste Receptacle.
    - e. Temporary Facilities
  - 2. Interior Building restrictions affecting this project include, but are not limited to:
    - a. Interior staging and material storage areas.
    - b. Use of Owner's vertical transportation (elevators and stairs)
    - c. Conditions of Owner's Occupancy
    - d. Security and Clearances

**1.3 PRODUCT HANDLING**

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

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION**

### **3.1 SITE ACCESS**

A. Roof Access:

1. During Normal Work Hours roof access from the interior of the facility is not permitted. Minimal access will be allowed after coordination with the Owner.

B. Vehicular:

1. Contractor will be allowed to park in the ACS employee parking areas only after Normal Business Hours; on weekends; or on Holidays.
2. Off-loading of materials and equipment permitted only after Normal Business Hours unless pre-approved otherwise by Owner.
3. Contractor is responsible for protection of site work including but not limited to concrete and asphalt paving, striping, curbs, landscaping, lawns and fencing. Damage to site to be restored/repared to its original condition prior to Final Payment.
4. Contractor is responsible to schedule; obtain; and provide all permits/approval required to perform the Work. Including but not limited to ACS, Local, State, Muni, sidewalk closing; street closing; parking; meter/space hooding/closing, and hoisting/crane work.

C. Pedestrian: After the court system Normal Working Hours all building entrances must be secured and remain secured (locked) throughout the Work session.

### **3.2 SITE STAGING, STORAGE, MATERIAL DELIVERIES, AND WASTE DISPOSAL**

A. As necessary, store materials off site in a bonded and insured warehouse until needed at the job site to maintain a clutter free environment.

B. Material deliveries shall be off-loaded and transported to an exterior project storage or construction area without delay. Arrange product deliveries in accordance with construction scheduling requirements in such a way as to minimize a buildup of materials on-site. The Contractor shall be present and be responsible for protection of materials during delivery, off-loading, and transportation to acceptable storage areas. It is the Contractor's responsibility to safely and securely enclose and secure materials and equipment from the public and weather and to handle/transport materials to the project site in coordination with the Work.

C. Interior storage in construction areas is limited to non-occupied periods only.

D. Exterior areas approved for staging and storage are as follows:

1. TBD



E. Site Waste Disposal

1. The Contractor shall clean-up and remove waste daily and consistently as needed by project conditions in order to keep a clean and organized Work site; to prevent windblown debris; and as directed by Owner.
2. On-site waste containers are required to be kept within the Contractor Storage/Parking area and have closed lids on them at all times when not in use.
3. No construction waste shall be deposited in facility receptacles. No construction liquids, waste or debris shall be deposited into plumbing fixtures.

**3.3 VERTICAL TRANSPORTATION**

- A. During ACS Normal Working Hours: Use of stairways and elevators for transportation of materials and equipment is not allowed unless approved otherwise by Owner.
- B. After ACS Normal Working Hours: The stairways and elevators may be used. Contractor to protect stairway and elevator walls from damage.
- C. After ACS Normal Working Hours; provide temporary signage at lobby walls and within elevator to notify the users that elevator is being used for construction activities. Remove signs and restore elevator to original state of cleanliness prior to ACS Normal Working Hours.
- D. Provide and maintain adequate protection for the Owner's property and equipment while in use, and ensure that loads do not exceed posted elevator load capacity. Leave elevator and stairwells in neat and clean condition for use by the building occupants by 7:30 A.M daily.
- E. Do not store materials in stairways or elevators. Comply with fire exiting regulations, which prohibit limiting free access within stairways, and at entrances to stairways, at any time.

**3.4 OWNER'S OCCUPANCY**

- A. The Owner and tenants will continue to occupy and operate the building. The Contractor shall coordinate with the Owner to allow normal business operations in all areas and shall cooperate with Owner and tenants in construction operations to minimize conflict and to facilitate Owner and tenant usage. Contractor shall at all times conduct his operation to insure the least inconvenience to staff, visitors, employee parking, and the general public.
  1. Contractor must maintain the existing fire exiting, and public and private sidewalks and circulation pathways.

- B. Contractor shall schedule any Work which could interfere with the Owner's operation to be conducted after ACS Normal Working Hours. Specific schedules and Work activities which will be required to be performed after Normal Work Hours are:
1. All demolition work.
  2. Any concrete drilling or saw cutting.
  3. Any water, heat, or power shut offs.
  4. All work with loud power tools.
  5. All fire alarm and security system disruption or testing.
  6. All work in interior spaces without prior coordination with the Owner.
- C. Interior spaces:
1. Contractor shall provide the Owner with a written 3-day notice prior to the commencement of work within interior spaces.
  2. 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; level of cleanliness and functionality in which it was found.
- D. Disruption of Operations: Any work deemed by the Owner or Contractor to be disruptive to the ACS or other facility operations due to excessive noise, smell, vibration, or other reasons will be required to be performed after Normal Working Hours. The Contractor must schedule and coordinate such work with the Owner prior to proceeding with work. Contractor shall coordinate with the Owner periods of time when construction work is producing strong odors for the remedial operation of HVAC systems.
1. Upon notice by court staff that the Contractors work is disrupting operations the Contractor must immediately cease work.
- E. Include in contract sum sufficient funds as may be required for any "after hours" work caused by these requirements. No additional payment to Contractor will be authorized because of Contractor's failure to anticipate required "after hours work".
- F. Construction areas must be segregated by closed doors or temporary barriers from the occupied areas of the facility to allow Contractor's work to occur during ACS Working Hours when approved, and, to prevent public access to secure areas.

### **3.5 SECURITY AND CLEARANCES**

- A. Contractors, agents, principals, officers or employees who supply goods or services

to the ACS must have completed background checks. The interior premises of ACS facilities may contain confidential information relating to the business of the ACS. Any person with the following conditions is restricted from working within the interior premises or entering the interior premises, other than as a member of the general public:

- B. Been convicted of a violent crime or crime of theft within last 5 years;
- C. Been convicted of more than 2 misdemeanors in last 5 years;
- D. Been convicted of more than one felony in previous 10 years;
- E. Has an on on-going case in the court where work is being performed with ACS until case is resolved. The ACS may make an exception to this restriction where services are provided under conditions in which the movements and activities of the person providing services within the premises are constantly monitored, and under circumstances in which the movements and activities of the person providing services are limited to areas in which confidential information relating to the business of the ACS is not present.
- F. The ACS may limit or reject certain individuals if their presence is determined by the Contracting Officer to be detrimental to the normal conduct of the ACS business.
- G. Prior to commencement of any work on court premises, the ACS requires each contractor, agent, principal, officer or employee who will work on court premises to provide a State of Alaska Background Check Form completely and correctly filled out so that a background check can be conducted and a security clearance can be obtained. Allow 4 days for clearance approval after Background Check Form is submitted. A Background Check Form has been provided at the back of this Section. Note: There are no fees associated with the acquisition of the required background checks.
- H. Much of the business of the ACS is necessarily confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other court business are essential to the court's function. Additionally, records related to personnel issues, procurement proceedings, internal policy discussions, and other administrative issues are also confidential. Prior to commencing any work under this contract, the contractors, agents, principals, officers or employees who supply goods or services to the premises shall inform all contractors, agents, principals, officers, and employees working on the premises that the disclosure of any confidential court business observed or overheard may result in permanent removal from the premises and may be grounds for termination of contract and even criminal prosecution.

### **3.6 ACCESS**

- A. Access to the Facility will be permitted with a limited issuance of hard keys. The

Contractor is responsible for tracking and safeguarding the keys and must return them to the issuing entity as a condition of final payment. No duplications are to be made by the Contractor. The Contractor may also be given security codes to allow entry into secure areas of the courthouse. The Contractor and the Contractors Supervisor are the only individuals to be made aware of these codes. Should loss of keys or unauthorized code distribution occur, the Contractor shall advise the Owner immediately, and will be responsible for replacement keys; re-keying; and recoding costs.

**END OF SECTION 01 1400**

**SECTION 01 2000  
PROJECT MEETINGS**

**PART 1 GENERAL**

**1.1 PRECONSTRUCTION MEETING**

- A. The Owner's Project Manager will conduct this meeting and the attendance of Contractor, Contractors Project Manager, Contractors Superintendent, and first-tier subcontractors is required.
- B. Suggested Agenda:
  - 1. Distribution (by Contractor) and discussion of:
    - a. Superintendent's name, local address, e-mail address, and 24-hour telephone or cell number.
    - b. Review of earlier submitted list of major Subcontractors and Suppliers. Contractor to give notice of any changes to the submitted Subcontractor list. Contractor to provide names and phone numbers of Subcontractor contacts.
    - c. Progress Schedule.
      - 1) Commencement of Work on Site – 10-day advance notice for on-site commencement required by Section 00 7000.
      - 2) Review of progress schedule milestones and critical path.
      - 3) Projected Substantial Completion date.
      - 4) Discussion of Contractor's proposed work hours and methods.
  - 2. Procedures and processing of Requests for Information, Submittals, Request for Proposals and Change Orders.
  - 3. Review of Contract Documents.
  - 4. Use of premises: work restrictions, Owner occupancy, construction facilities and temporary facilities. Review of Contractor's proposed interior and exterior material and equipment staging and storage areas.
  - 5. Safety, security and housekeeping, including designation of safety representative at the site.
  - 6. Review of security clearance procedures and current list of personnel with approved criminal history reports.
  - 7. Status of building permit and any required government notices (EPA notifications, road closures, etc.)
  - 8. Communication and interfacing with court staff on site.

## **1.2 PROGRESS AND SPECIAL MEETINGS**

- A. The Contractor will conduct Progress meetings weekly to coordinate the Work, answer questions, and resolve problems.
- B. Required Attendance: Contractor's Project Manager and Superintendent, Owner's Project Manager. First tier subs to attend upon request.
- C. Suggested Meeting Agenda includes attendance, review of minutes, outstanding action items, submittals, RFIs, RFPs, upcoming inspections, concerns and schedule.

## **1.3 PREINSTALLATION CONFERENCES**

- A. When required in individual specification section, a pre-installation conference will be scheduled by the Contractor and convened prior to commencing Work of the section. These meetings will require attendance of entities directly affecting, or affected by, Work of the section.
- B. Review conditions of installation, preparation and installation procedures, and coordination with related work.

## **1.4 MINUTES**

- A. The Contractor will compile minutes of each project meeting and will distribute copies to all interested parties prior to the next meeting. Each item shall be carried forward until resolved. The minutes compiled by the Contractor will be the official record minutes and all clarifications and/or corrections shall be transmitted in writing to the Owner within 3 days of date of receipt of the minutes.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

**END OF SECTION 01 2000**

## SECTION 01 3000

### SUBMITTALS

#### PART 1 GENERAL

##### 1.1 SUBMITTAL PROCEDURES

- A. Contractor is required to provide electronic PDF copies of all required submittals to both the Architect and the Owner **within 3 weeks of Notice of Award**.
- B. Submittals for each section shall be submitted individually, complete, and all at one time. **Partial submittals will not be considered.** The data shall be arranged and indexed under basic categories in order of the Specification Sections. An index shall be included with bookmarks and identifying tabs between sections and references to sections of specifications.
- C. Identify Project, Contractor, subcontractor or supplier; pertinent contract drawings sheet and detail numbers and specification section number and location in Work.
- D. Apply Contractor's stamp, signed, certifying that review, verification of products required, field dimensions, adjacent construction Work and coordination of information is in accordance with the requirements of the Work and the Contract Documents.
- E. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.
- F. The Contractor shall perform no portion of the Work for which the Contract documents require submittal and review of Shop Drawings, product data, Samples, Qualifications, or similar submittals until the respective submittal has been approved by the Owner.
- G. Contractor required to submit required resubmittals within 7 days.

##### 1.2 SHOP DRAWINGS AND PRODUCT DATA, CERTIFICATES, INSTRUCTIONS

- A. Submittal copy size for most submittals shall be 8-½" by 11". Copy size for electrical, mechanical, case work shop, and design drawings shall be 11"x17" minimum and 24"x36" maximum.
- B. Mark each copy to identify applicable products, details, models, options and other project specific data.
- C. Supplement manufacturer's standard data to provide information unique to this project. Show reference standards, performance characteristics and capacities, electrical characteristics, wiring and piping diagrams and controls, component parts finishes, dimensions, details and required clearances.

##### 1.3 SAMPLES

- A. Submit two full set of samples. One to the Owner and one to the Architect to review, select, and retain. Provide additional sets of samples as needed for return to Contractor. Contractor shall keep one set of samples at the project site for on site reference. Include identification on each sample with full project information.
- B. Submit samples to illustrate functional and aesthetic characteristics of the product with integral parts and attachment devices. Coordinate samples submittals for interfacing work.
- C. Submit samples of finishes from the full range of manufacturer's standard colors, textures and patterns or in custom finishes if specified, for Owner's selection.

#### **1.4 SUBSTITUTIONS**

- A. No items will be considered for Substitution, or for equal approval prior to Bid Opening. No request will be considered from sub-bidders or suppliers directly. To be considered, requests for Substitution should conform to this Section.
- B. In connection with the use of any substitute item approved by the Architect or Owner, it shall be in the Contractor's responsibility to see that such items meet all space requirements, and that any alterations to connecting items necessitated by use of the alternate items are properly made, at no increase in cost to the Owner.
- C. Specific reference in the specifications to any article, device, product, materials, form or type of construction, etc., by name, make or catalog number, shall be interpreted as establishing a standard of quality and/or color and shall not be construed as limiting competition.
- D. In making a request for substitution, Contractor represents:
  - 1. He has personally investigated proposed product or method, and determined that: It is equal or superior in all aspects to that specified; and that any significant variation between the product specified and the proposed product that would affect the use of product, operation of building systems, or exposed appearance of product has been identified to the Owner.
  - 2. He will provide the same guarantee for substitution as for product or method specified and that he waives all claims for additional costs related to substitution which consequently becomes apparent.
  - 3. He will coordinate installation of accepted substitution as for product or method specified.
- E. Substitution review:
  - 1. Owner will be sole judge of acceptability of any proposed substitution and only approved substitutions may be used on Contract Work.



2. Each request for substitution approval shall include:
  - a. The identity of product for which substitution is requested, identity of substitution and quality comparison of proposed substitution with specified product.
  - b. Changes required in other work because of substitution and effect on construction progress schedule.
  - c. Availability of local (Anchorage, Alaska) maintenance service and source of replacement materials.

#### **1.5 CERTIFIED PAYROLL**

- A. The Contractor shall provide one copy of all certified payrolls which are submitted to the State Department of Labor to the Owner for review.
  1. Certified payrolls shall be submitted weekly while work is proceeding for all Contractor and subcontractor personnel on site.
  2. At completion of each subcontractor's on-site work, a final certified payroll shall be submitted with the wording "FINAL" denoted on it.

**PART 2 PRODUCTS** - Not Used.

**PART 3 EXECUTION** -Not Used.

**END OF SECTION 01 3000**

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**SECTION 01 3100  
PROJECT SCHEDULES**

**PART 1 GENERAL**

**1.01 DESCRIPTION**

- A. Work Included: To assure adequate planning and execution of the Work so that the Work is completed within the number of calendar days allowed in the Contract and to assist the Owner in appraising the reasonableness of the proposed schedule and in evaluating progress of the Work, prepare and maintain the schedules and report described under this Section.
- B. Definitions: "Day" unless otherwise stated, means "calendar day".

**1.02 FORMAT**

- A. Prepare network analysis system using the critical path method, as outlined in the Associated General Contractors of America (AGC) publication - The Use of CPM in Construction - A Manual for General Contractors.
- B. Scheduling Software to be used shall be either: Microsoft "Project" or Primavera "Suretrak, Project Manager for Windows. No substitutions allowed.
- C. Schedule shall be of sufficient detail to show the actual detail of all Work to be performed. Schedule to include identification of long lead items and anticipated delivery times as well as all milestones.
- D. Schedule shall be formatted in calendar days.

**1.03 SUBMITTALS**

- A. Submit preliminary progress schedule within 14 days after the Notice of Award for review; comment; revision process.
- B. Upon receipt Owner's review comments resubmit schedule incorporating Owner's comments within 4 days.
- C. Continue Progress Schedule submittal/revision process until a Final Progress Schedule is agreed upon.
- D. Submit Final Project Schedule 4 weeks prior to the beginning of Work On-Site. Provide updates to schedule as needed to maintain schedule accuracy.
- E. Submit Progress Schedule with Pay Request.
- F. For each required submittal provide two paper copies of the Bar Chart and Activity Report, and transmit via e-mail, the updated electronic schedule in software program used.

**PART 2 –PRODUCTS Not Used.**

**PART 3 – EXECUTION Not Used.**

**END OF SECTION 01 3100**

**SECTION 01 4500  
SAFETY PROCEDURES**

**PART 1 GENERAL**

**1.01 PRELIMINARY WORK**

- A. Prior to start of and during course of the Work (above and below ground), Contractor shall make a thorough survey of entire work site to determine all potential hazards. Workmen shall be made aware of those hazards and shall be instructed in procedures and use of equipment for their protection. Contractor shall verify location and condition (live or dead) of all utilities on and near worksite and take precautions to protect his employees, general public, and property.

**1.02 IMMINENT DANGER**

- A. Contractor shall be wholly responsible for any accidents (including death) occurring at any time during progress of Work and until final acceptance of Work by Owner, which may happen to any of his workmen or those of any Subcontractor employed on the project, or for any damage or injuries (including death) which his work and operations may cause to Work being constructed, or to existing buildings, or to any tenants and occupants of property, or of adjoining properties, or to public, or to any public or private property.

**1.03 SAFETY**

- A. Contractor shall ensure that all employees, visitors, subcontractors' employees, and suppliers' employees, while on worksite, comply with requirements of OSHA, these requirements and safety precautions contained in several specification sections. Contractor shall promptly and fully comply with, execute, and without separate charge thereof to Owner, shall enforce compliance with provisions of the latest issue of the Alaska Department of Labor Occupational Safety and Health Standards.
- B. Contractor shall immediately advise Owner of inspections conducted by OSHA at worksite and shall transmit copies of citations and violations to Owner.

**1.04 CONTRACTOR'S SAFETY PROGRAM / SUBMITTAL**

- A. A safety program shall be submitted in writing to Owner for review, 14 days prior to issuance of Notice to Proceed with Work on Site. Proposed safety program shall include name, experience, and qualifications of Contractor's proposed Safety Supervisor. Implementation and enforcement of safety program for forces of Contractor and all Subcontractors shall be the responsibility of Contractor.
- B. Responsibilities of Safety Personnel - For each of the responsibilities named below, Contractor shall list name and title of responsible individual, scope of his authority, title of person he reports to, and outside duties assigned to him.

1. Safety Program execution responsibility.
2. Worksite Inspection responsibility.
3. Worksite first aid medical treatment responsibility and emergency first aid program.

C. Safety Program shall include

1. Accident Prevention including indoctrination and safety education of new employees; Worksite Inspections -- Scope and Frequency; Employee Protective Devices including personal devices required and available, safety devices required and available.
2. Protection of Public, including pedestrian control, traffic control, and protective devices available.
3. Accident Procedures including Doctor/Hospital arrangements -- emergency and non-emergency; Worksite Accident Devices: First aid supplies, substitute ambulance, other; Accident investigation and paperwork handling.
4. Subcontractor Safety including responsibility for subcontractor safety; inclusion of safety program in subcontract; specific requirements of subcontractor to promote safety and health.
5. Other Safety and Health Features of Program including site conditions/security, housekeeping procedures and security responsibilities and procedures.
6. Health Facilities and Concerns: Changing rooms, adverse weather plans, other.
7. Other loss control procedures to be used beyond specification minimum requirements, and as required in Contract Documents.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION -Not Used**

**END OF SECTION 01 4500**

**SECTION 01 5000  
TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

- A. General and Supplementary Conditions
- B. Section 01 1400 Work Restrictions

**1.2 DESCRIPTION**

- A. Work included - Temporary facilities and controls required for this work include, but are not necessarily limited to:
  - 1. Temporary utilities.
  - 2. Enclosures such as tarpaulins, barricades, and canopies.
  - 3. Fire protection.
  - 4. Temporary heat.
  - 5. Temporary hoisting facilities
  - 6. Traffic maintenance and control.

**1.2 PRODUCT HANDLING**

- A. Protection - Use all means necessary to maintain temporary facilities and controls in proper and safe condition throughout progress of the work.
- B. Replacements - In the event of loss or damage, immediately make all repairs and replacements necessary at no additional cost to the Owner.

**PART 2 PRODUCTS**

**2.1 UTILITIES**

- A. Temporary Utilities: Provide and pay all costs for telephone required for performance of the Work unless otherwise noted below. The Owner will pay for reasonable utility costs for natural gas, electricity, water and sewer.
  - 1. Temporary water: Contractor may use on-site water supply and shall protect from freezing. Provide required connections and extend system to work area. Upon completion of the work, remove all such temporary piping.
  - 2. Temporary electricity:
    - a. Furnish and install all necessary temporary wiring and associated equipment. Upon completion of the work, remove all temporary wiring.
    - b. Ascertain where electrical service is available; provide required connections and extend system to work area.

## **2.2 TEMPORARY SANITARY FACILITIES**

- A. Contractor to provide portable toilets on-site as needed. Owner's toilets are not to be used.

## **2.3 ENCLOSURES AND BARRICADES**

- A. Furnish, install, maintain, throughout the duration of construction, all required barricades, scaffolds, enclosures, warning signs, and other temporary construction necessary for proper completion of the Work in compliance with all pertinent safety regulations, other regulations, and Manufacturers Installation Recommendations.
- B. Provide barriers; temporary doors with secure locks; and signage as needed to prevent ACS employee and public entry to the construction; staging; storing; parking; and secure areas and to protect adjacent areas from damage by construction operations.
  - 1. The Contractor shall provide and maintain signage and barriers around all material storage and equipment at any interior and exterior staging areas. Barriers must allow public access at public sidewalks, building parking areas, public and employee entries and exits.
  - 2. The Contractor shall provide and maintain signage, fencing and barriers as needed to protect public from overhead hazards from cranes and lifting equipment while equipment is in operation.
  - 3. The Contractor shall provide facility wide barriers and signage as necessary to allow normal, safe, and secure business operation.

## **2.4 TEMPORARY FIRE PROTECTION**

- A. Provide fire protection equipment during entire construction period as required by authority having jurisdiction.
- B. Provide and maintain necessary facilities and equipment to safeguard project against fire damage.

## **2.5 TEMPORARY HEAT AND VENTILATION**

- A. Provide temporary heat, fuel and services as necessary to protect all Work and materials against injury and damage from dampness and cold until final acceptance of all Work and material in the Contract.
- B. Provide temporary heat and ventilation throughout enclosed construction area to maintain existing ambient temperatures and humidity levels at occupied areas of building, and to provide adequate ventilation to meet health regulations for safe working environment.



- C. Maintain ventilated areas in clean condition to avoid undue circulation of dust and air-borne particles.

## **2.6 TRAFFIC MAINTENANCE CONTROL**

- A. Whenever Contractor's operations affect public or employee vehicular or pedestrian traffic, Contractor shall be responsible for installation and maintenance of any and all traffic control devices as deemed necessary by authority having jurisdiction.

## **PART 3 EXECUTION**

### **3.1 REMOVAL**

- A. Maintain all temporary facilities and controls as long as needed for safe and proper completion of the Work. Remove all such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by Owner. Clean and repair damage caused by temporary installations or use of temporary facilities. Restore existing facilities and Site to specified or original condition.

**END OF SECTION 01 5000**

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**SECTION 01 7100  
CLEANING**

**PART 1 GENERAL**

**1.1 GENERAL**

- A. Work included: Throughout the construction period, maintain the project site where Work is carried out in a standard of cleanliness as described in this section.
- B. Related Work described elsewhere: In addition to standards described in this section, comply with all requirements for cleaning as described in other various sections of the Contract Documents.

**1.2 QUALITY ASSURANCE**

- A. Inspection: Conduct daily inspections and more often if necessary, to verify that requirements of cleanliness are being met.
- B. Codes and Standards: In addition to the standard described in this section, comply with all pertinent requirements of governmental agencies having jurisdiction.

**PART 2 PRODUCTS**

**2.1 CLEANING MATERIALS AND EQUIPMENT**

- A. Provide all required personnel, equipment, and materials needed to maintain specified standard of cleanliness.

**PART 3 EXECUTION**

**3.1 PROGRESS CLEANING**

- A. General: Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work or caused as a result of the Work. Provide adequate storage for all items, awaiting removal from the job site, observing all requirements for fire prevention and protection of the ecology.
  - 1. Retain all stored items in an orderly arrangement allowing maximum access. Do not impede drainage or traffic and provide required protection of materials.
  - 2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site; restack, tidy or otherwise service.
  - 3. Maintain the interior and exterior areas of Work and Site in a neat and orderly condition at all times to the satisfaction of the Owner.
  - 4. Construction activities shall be monitored on a daily basis to determine if tracking of dirt and debris from construction areas onto the adjacent areas, floors, desks, office furniture or equipment has occurred. Any

cleanup necessary, including sweeping, vacuuming, dusting, or stain removal, shall be accomplished on a daily basis by the Contractor. Washing dirt and debris into the storm drains is not permitted.

5. If additional cleaning by janitorial personnel is required due to contractor related construction activities the contractor will be charged.

B. Dust Control:

1. Maintain continuous cleaning and wetting procedures to control dust pollution at the project site and haul routes as required by governing authorities and Contract Documents. Use power sweepers for street cleaning. Schedule cleaning so that resultant dust and contaminants will not fall on newly coated surfaces.
2. Prevent dust and particle infiltration into interior and exterior air intakes, diffusers, vents, and ductwork, and above ceiling plenum areas. Contain all dust and debris within project areas. Provide cleaning as needed to control and contain dust.

- C. Any additional cleaning deemed necessary by the Owner shall be provided by the Contractor as soon as requested.

### 3.2 CLOSEOUT CLEANING

- A. Execute prior to Substantial Completion.
- B. Employ skilled workmen for final cleaning.
- C. Fully clean all project work areas, project storage, staging and transport areas.
- D. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, temporary labels, protection films, and other foreign matter from sight exposed interior and exterior surfaces.
- E. Clean all interior and exterior surfaces exposed to view. Polish wood, clean transparent and glossy surfaces, vacuum carpeted and soft surfaces, clean hard flooring surfaces as per manufacturer recommendations. Clean equipment and fixtures to a sanitary condition.
- D. Hose clean exterior paved surfaces at material and equipment storage locations.
- E. Clean all light fixture and lenses of dust and dirt. Clean or replace filters on mechanical equipment.
- F. As necessary and as may be directed by Owner, clean duct interiors, grilles, louvers, dampers of all dust and dirt.

### END OF SECTION 01 7100

**SECTION 01 7200  
PROJECT RECORD DRAWINGS**

**PART 1      GENERAL**

**1.1      MAINTENANCE OF DOCUMENTS AND SAMPLES**

- A. In addition to requirements in General Conditions, maintain at the site for Owner one record copy of:
  - 1. Contract Drawings, Specifications and Addenda
  - 2. Change Orders and other modifications to the Contract.
  - 3. Approved shop drawings, product data, manufacturer's certificates and samples.
  - 4. Copies of Permits, Approvals, and Inspection Certificates.
  - 5. RFIs and Field Memos
- B. Store record documents and samples in the field office apart from the document used for construction.
- C. Label and file record documents and samples in accordance with section number listings in Table of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- D. Maintain record documents in a clean, dry and legible condition. Do not use record documents for construction purposes.
- E. Keep record documents and samples available for inspection by the Architect/Engineer and Owner.

**1.2      RECORDING**

- A. Record information on a set of blue line opaque Drawings provided by the Owner.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
  - 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
  - 2. Field changes of dimensions and detail.
  - 3. Changes made by modifications.

4. Clarifications, verifications, or annotations to drawings made by Requests for Information.
  5. Details not on original Contract Drawings.
  6. References to related shop Drawings and modifications.
- D. Specifications: Legibly mark each item to record actual construction, including:
1. Changes made by Change Order
  2. Manufacturer, trade name and catalog number of each product actually installed particularly optional items and substitute items.
  3. Changes made by addenda, RFIs, substitution approvals, and other modifications.
  4. Other matter not ordinarily specified.
- E. Other Documents: Maintain manufacturer certifications, inspection certifications, field test records, required by individual specification sections.
- F. Keep record documents current. No progress payments will be made until record documents are verified by the Owner as being current.

### **1.3 SUBMITTALS**

- A. At Contract closeout, deliver record documents/samples for Owner review and approval prior to final pay request under provisions of Section 01740.
- B. Transmit with cover letter in duplicate, listing:
1. Date.
  2. Project title and number.
  3. Contractor's name, address and telephone number.
  4. Title and number of each record document.
  5. Certification that each document as submitted is complete and accurate.
  6. Signature of Contractor, subcontractor if applicable, or authorized representative.

### **PART 2 PRODUCTS Not Used**

### **PART 3 EXECUTION Not Used**

### **END OF SECTION 01 7200**

**SECTION 01 7300**  
**OPERATIONS AND MAINTENANCE MANUALS**

**PART 1 GENERAL - Not Used.**

**PART 2 PRODUCTS**

**2.1 MANUALS**

- A. General: Where manuals are required to be submitted covering items included in this Work, prepare all such manuals in durable plastic binders approximately 8-1/2 inches by 11 inches in size and with at least the following:
  - 1. Identification on, or readable through, the front cover and binder stating general nature of the manual.
  - 2. Neatly typewritten index near the front of the manual, furnishing immediate information as to location in the manual of all data.
  - 3. Copy of all guarantees and warranties issued.
- B. Operation and Maintenance instructions:
  - 1. Prepare and include in manuals, operating and/or maintenance instructions for all equipment and/or materials that will require any adjustment, servicing, or attention for its proper operation or use.
  - 2. These instructions shall set forth all of the information necessary for the Owner to operate and make full and efficient use of equipment and materials and perform such maintenance and servicing as would ordinarily be done by the Owner or his personnel.
  - 3. Write instructions in simple, non-technical language when possible, with sufficient diagrams and explanation where necessary to be readily understandable by average layman. Possible hazards shall be particularly pointed out with instructions cautioning against mistakes that might result in damage or danger to equipment, building or personnel.
  - 4. Provide all information necessary to reorder materials, equipment and finishes provided, including make and model of material, style, pattern, texture, profile, and color of finish.
- C. Extraneous data: Where contents of manuals include Manufacturer's catalog pages, clearly indicate the precise items included in this installation and delete or otherwise clearly indicate all Manufacturer's data with which this installation is not concerned.

**2.2 MANUAL CONTENT, GENERAL**

- A. Neatly typewritten table of contents for each volume, arranged in systematic order.
- B. List:
  - 1. Contractor, address and telephone number.
  - 2. Each product including name, address and telephone number of subcontractor or installer, recommended maintenance contractor, and local source of replacement parts or materials. Product name and other identifying symbols as set forth in Contract Documents.
  - 3. Product Data:
    - a. Include only those sheets which are pertinent to specific product.
    - b. Annotate each sheet to clearly identify specific product or part installed, and clearly identify data applicable to installation.
  - 4. Drawings: Supplement product data with Drawings where necessary to clearly illustrate relations of component parts, scope and configuration of materials, and control and flow diagrams.
  - 5. Warranties, Bonds and Maintenance Contracts:
    - a. Provide notarized copies of all warranties. Assemble executed copies of warranties and bonds in order of specification section.
    - b. For equipment put into use with the Owner's permission during construction, submit warranty within ten (10) days after first operation. For items of work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.
    - c. Include proper procedures in event of failure, and instances which might affect validity of warranties, bonds or Contracts.

## **2.3 MANUAL FOR ARCHITECTURAL MATERIALS AND FINISHES**

- A. Submit all operation and maintenance information as specified as well as all Manufacturers Data for all materials in all Divisions.
  - 1. Information to include but not be limited to:
    - a. Catalog number, size, profile, configuration and composition.
    - b. Color, pattern, style, and texture designations.
    - c. Recommended cleaning materials and methods, including cautions against detrimental cleaning materials and methods.
    - d. Instructions for adjusting and operating building hardware, systems and components.
    - e. Recommended cleaning and maintenance schedule.
    - f. Sample of each finish material including but not limited to wood trim; wood base; wood veneers, wall paint, rubber base; plastic laminates, solid surface, stair nosing, wood panel system.



## **2.4 MANUALS FOR MECHANICAL & ELECTRICAL EQUIPMENT AND SYSTEMS**

- A. Submit operation and maintenance information for the following:
  - 1. Mechanical equipment within Divisions 20,21,22, 23 and 25.
  - 2. Electrical equipment within Division 26 and 27.

## **2.5 SUBMITTAL SCHEDULE**

- A. Preliminary Draft: Submit two copies of proposed format, approximately 30 days before Substantial Completion. Architect will review and return one copy with comments.
- B. Final Submittal: Submit 2 copies in approved final form at substantial completion inspection for Owner to retain.

## **PART 3 EXECUTION**

### **3.1 INSTRUCTION OF OWNER'S PERSONNEL**

- A. Prior to Substantial Completion, final acceptance and payment, provide 3 hours of instruction to Owner's personnel in necessary operation, adjustment and maintenance of products, equipment and systems. Operation and Maintenance Manuals shall be the basis of instruction. Contractor shall provide written documentation at the completion of this Instruction.

**END OF SECTION 01 7300**

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## **SECTION 01740 CONTRACT CLOSEOUT**

### **PART 1 GENERAL**

#### **1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

- A. Section 01 7100 - Cleaning.
- B. Section 01 7200 - Project Record Drawings
- C. Section 01 7300 - Operations and Maintenance Manuals

#### **1.2 SUBSTANTIAL COMPLETION**

- A. When Contractor considers Work substantially complete, or is within 72 hours of the projected schedule for substantial completion as defined in contract conditions, Contractor shall submit to the Owner:
  - 1. Written notice that Work is Substantially Complete or that it is scheduled to be Substantially Complete on a specific date, and that a Substantial Completion Inspection is requested.
  - 2. List of Items to be completed or corrected.
  - 3. Certificate of Occupancy from governing authorities, or date that the Certificate of Occupancy will be provided.
- B. Owner will, as soon as practicable thereafter, make inspection to determine completion status.
  - 1. Should Owner determine that Work is not substantially complete the Contractor will be notified in writing, giving reasons, therefore.
  - 2. Should Owner agree that Work is Substantially Complete, the Owner will prepare and submit to the Contractor a Certificate of Substantial Completion accompanied with Contractor's list of items to be completed or corrected, as verified and amended by Owner.

#### **1.3 FINAL INSPECTION**

- A. During the work week and as soon as practicable after receipt of request for Final Inspection, submitted by the Contractor, the Owner will re-inspect Work. When Owner finds the Work acceptable under Contract Documents, he will request Contractor to complete outstanding closeout submittals.

#### **1.4 CONTRACTOR'S CLOSEOUT SUBMITTALS TO PROJECT MANAGER**

- A. Wage Certification: Submit final payroll certificates and Department of Labor Notice of Completion and Wage Certification.
- B. Signed Warranty of Work After Final Payment form in this section.
- C. Fire Marshal's Certificate of Occupancy
- D. Extra Stock materials as specified elsewhere in these Specifications. Additionally, provide Inventory Report of stock materials and salvaged materials and equipment. Receipt and approval of inventory by Project Manager to be recorded on Inventory Report.
- E. Operation and Maintenance Manuals in accordance with Section 01730.
- F. Project Record Documents in accordance with Section 01720.
- G. Executed Warranties: See Technical Specification Sections Requirements.
- H. Completed Test Results: See Technical Specification Sections Requirements.

#### **1.5 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS**

- A. Contractor shall submit to the Project Manager the following items, duly signed and executed (forms attached):
  - 1. Consent of Surety Company to Final Payment
  - 2. Contractor's Affidavit of Payment of Debt and Claims
  - 3. Contractor's Affidavit of Release of Liens
  - 4. Complete and legally effective releases or waivers signed by each of Contractor's direct subcontractors and direct material suppliers, and all persons who have notified Contractor or Owner of a right to make a claim under AS 36.35.020.
  - 5. Certificate of Compliance form in this section.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

**END OF SECTION 01 7400**

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Kotzebue Security Upgrades, #KOT-C-24-0001

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

ENGINEER:  
Bettisworth North

CONTRACTOR:

WORK ON THE ABOVE PROJECT GENERALLY INCLUDES:

**Major replace/upgrade to the buildings mechanical systems.**

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

CERTIFICATION BY CONTRACTOR OF SUBSTANTIAL COMPLETION:

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

CONTRACTOR: \_\_\_\_\_ For \_\_\_\_\_  
(Signature) (Company)  
\_\_\_\_\_  
(Name Printed) Date \_\_\_\_\_

CERTIFICATION BY ENGINEER OF SUBSTANTIAL COMPLETION:

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

ENGINEER: \_\_\_\_\_ For \_\_\_\_\_  
(Signature) (Company)  
\_\_\_\_\_  
(Name Printed) Date \_\_\_\_\_

CERTIFICATION BY PROJECT MANAGER OF SUBSTANTIAL COMPLETION:

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

PROJECT MANAGER: \_\_\_\_\_ For ALASKA COURT SYSTEM  
(Signature) (Company)  
\_\_\_\_\_  
(Name Printed) Date \_\_\_\_\_

DATE OF SUBSTANTIAL COMPLETION:

In reliance upon the certification of the Contractor, the Engineer, and the Project Manager, the Owner hereby accepts the Work as substantially complete. The date of substantial completion is hereby established as \_\_\_\_\_  
for all areas and components except for \_\_\_\_\_

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

SECTION 01 7401  
CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: ALASKA COURT SYSTEM Date

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

## CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project: Kotzebue Security Upgrades

No.: KOT-C-24-0001

Contract Date: \_\_\_\_\_

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

CONTRACTOR:

In accordance with the provision of the Agreement between Owner and the Contractor as indicated above, the

\_\_\_\_\_  
Surety Company  
on bond of Contractor  
\_\_\_\_\_  
Contractor

HEREBY APPROVES OF THE FINAL PAYMENT to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

ALASKA COURT SYSTEM, OWNER

as set forth in the said Surety Company's bond. Surety expressly agrees that any and all valid claims of subcontractors and all persons supplying labor or materials to the project will be satisfied by Contractor or Surety in a timely manner.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Surety Company

Attest: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

(Seal):

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

## **CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AND RELEASE LIENS AND CLAIMS AGAINST PAYMENT BOND**

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Project: Kotzebue Security Upgrades

No.: KOT-C-24-0001

Contract Date: \_\_\_\_\_

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

CONTRACTOR:

---

State of: ALASKA

Let it be known that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said contract and work, and that there are no suits pending against the undersigned as contractor or anyone in connection with the work done and materials furnished or otherwise under said contract. Deponent further says that the final estimate which has been submitted to the Owner simultaneously with the making of this affidavit constitutes all claims and demands against the Owner on account of said contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of the Owner from any further claims, demands or compensation by contractor under the above contract. Deponent further agrees that all guarantees under this contract shall and be in full force from the date of this release as spelled out in the Contract Documents.

The undersigned, in consideration of the final payment in the amount first mentioned above, hereby waives it right to claim against the payment bond for labor, services, or materials furnished through the date first mentioned above, to the Alaska Court System, for improvements to the project described above. This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

Exceptions: (If none, write "None." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

### **SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required.  
Indicate attachment: (yes ) (no )
2. Contractor's Release or Waiver of Claims, conditional upon receipt of final payment.
3. Complete and legally effective releases or waivers signed by each of Contractor's direct subcontractors and direct material suppliers, and all persons who have notified Contractor or Owner of a right to make a claim under AS 36.35.020,

CONTRACTOR:

Address:





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

**WARRANTY OF WORK AFTER FINAL PAYMENT**

**Kotzebue Security Upgrades  
Project #KOT-C-24-0001**

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

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

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

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

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

(Firm Name): \_\_\_\_\_

(Signature): \_\_\_\_\_

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

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

(SEAL IF BIDDER IS A CORPORATION)

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